

# General Terms

These general terms apply to the whole **policy**. Additional terms can be found in the specific sections of cover that **you** have purchased.

## Policy definitions

Words in **bold** have the meaning below wherever they appear in this **policy**. Additional definitions can be found in the section of cover to which they apply.

### Additional residence

Any private residence shown on the schedule as an 'Additional residence'. This does not include the **main home** or any **investment property**.

### Annual period

The period of time from:

- a. the start of the **policy period**; or
- b. the **start of cover date**, where applicable,

until the earlier of the day before the next **annual review date** and the date the **policy** is cancelled.

### Annual review date

The date on the schedule shown as the 'Annual review date'.

### Computer or digital technology

Any **programs**, computer network, hardware, software, operational technology, internet-connected device, network-connected device, electronic device, information technology, communications system, including but not limited to any internet-of-things devices, email system, intranet, extranet, website or cloud computing services.

### Computer or digital technology error

Any negligent act, error or omission by anyone in the:

- a. creation, handling, entry, modification or maintenance of; or
- b. ongoing operation, maintenance (including but not limited to installation, upgrading or patching) or development of,

any **computer or digital technology**.

### Cyber attack

Any digital attack or interference, whether by a **hacker** or otherwise, designed to:

- a. gain access to;
- b. extract information from;
- c. disrupt access to or the operation of;
- d. cause damage to,

any data or **computer or digital technology**, including but not limited to:

1. **programs** designed to damage, disrupt, extract data from, or gain access to any data or **computer or digital technology** including, but not limited to, malware, wipers, worms, trojans, rootkits, spyware, dishonest adware, crimeware, ransomware, crypto-jacking and other malicious software or viruses; or
2. denial of service attack or distributed denial of service attack.

### End of cover date

The date when cover for the corresponding section of the **policy** ended.

### Endorsement

A change to the terms of the **policy**, which **we** and **you** have agreed in writing.

### Excess

The sum **you** must pay as the first part of each agreed claim or loss.

### Hacker

Anyone, including an employee of **yours**, who gains unauthorised access to or unauthorised use of any:

- a. **computer or digital technology**; or

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b. data held electronically by **you** or on **your** behalf.

## Information statement

The **information statement** accompanying the policy schedule. This shows the key information **we** have been given about **you** and the risks covered under the **policy**.

## Investment property

Any property shown on the schedule as an 'Investment property'.

## Main home

The residential property shown on the schedule as the 'Main home'. This is **your** main residence.

## Policy

This insurance policy wording, including the schedule, **information statement** and any **endorsements**.

## Policy period

The period of time shown on the schedule as the 'Policy period'. This is the time when the **policy** will be in force.

## Program(s)

A set of instructions written in a computer language which tells a computer how to process data or interact with ancillary equipment, systems or devices.

## Social engineering communication

Any request directed to **you** or someone on **your** behalf by a person improperly seeking to obtain possession of the transfer to a third-party of virtual currency, money, securities, data or property that such person or third-party is not entitled to.

## Start of cover date

The date shown on the schedule as the 'Start of cover date'. This is the date when cover for the corresponding section of the **policy** starts.

## Sum insured

The amount shown on the schedule as the 'Sum insured'. This is the most **we** will pay for the corresponding loss or claim.

## Terrorism

Actual or threatened force of violence by any person or group of persons whether acting alone or on behalf of or in connection with any organisation or government that is:

- a. committed for political, religious, ideological or similar purposes; and
- b. intended to put the public or any section of the public in fear.

## We/Us/Our

The insurers named in the schedule.

## You/Your

Unless the specific section of cover says otherwise, 'You/your' means:

- a. anyone shown on the schedule as 'You/Your'
- b. family members of anyone in a. above who:
  - i. live permanently at the **main home**; or
  - ii. are temporarily away from the **main home** to attend school, college or university.

*Please note that some sections of cover may define 'You/your' differently. Please check each section carefully. Where there is a difference between this definition and the definition in a particular section of cover, the section definition applies to all claims and losses under that section.*

## Policy exclusions

The exclusions shown below apply to all sections of cover. Additional exclusions can be found in the section of cover to which they apply.

**We** will not cover any claim or loss:

### 1. Government acts

due to any action taken deliberately by any government or public or local authority. This exclusion does not apply to alternative accommodations following public authority closure, where covered.

### 2. Nuclear

due to:

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- a. any nuclear reaction or nuclear radiation; or
- b. radioactive contamination.

### 3. Other insurance

if **you** would be entitled to cover under any other policy if this **policy** did not exist. This does not apply to the amount in excess of the amount that would have been payable under the other cover if this **policy** did not exist.

### 4. Sanctions

or provide any cover if doing so could expose **us** to restrictions under United Nations resolutions, or the trade or economic sanctions of the European Union, United Kingdom or USA.

### 5. Terrorism

due to:

- a. biological or chemical contamination; or
- b. a failure in **your** supply of water, phone service, gas or electricity, as a result of **terrorism**.

### 6. War

due to:

- a. war, invasion, civil war or acts of foreign enemies (regardless of whether or not war has been declared);
- b. rebellion or insurrection; or
- c. military or usurped power.

### 7. Your own conduct

due to any deliberate, dishonest or criminal conduct by **you** or by anyone on **your** behalf.

### 8. Cyber losses

damage to, or any loss, cost or expense arising in respect of any item of **computer or digital technology** which is directly caused by:

- a. a **cyber attack** or fear or threat of a **cyber attack**;
- b. a **hacker** or fear or threat of a **hacker**;
- c. **computer or digital technology error**;
- d. **social engineering communication**; or
- e. the item's digital connectivity to any other item of a **computer or digital technology** which has been directly affected by the **cyber attack, hacker, computer or digital technology error** or **social engineering communication**.

**We** will however cover any physical damage, loss, cost or expense insured under this **policy** which is caused by the **cyber attack, hacker, computer or digital technology error** or **social engineering communication**

This exclusion only applies to the following sections:

1. Home;
2. Investment property; or
3. Motor, however, this exclusion does not apply to **your** liability to other people arising from the ownership, use or possession of a vehicle covered under the **policy**.

## Policy conditions

The conditions shown below apply to all sections of cover. Additional conditions can be found in the section of cover to which they apply.

### 1. Information you give us

In agreeing to cover **you**, **we** are relying on information **you** have given **us**, together with information **we** have been given by third parties. When giving **us**

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information, **you** must take reasonable care to ensure the information is true, complete and accurate.

## 2. Deliberately inaccurate information

If **you** deliberately or recklessly give **us** information that is not true, complete and accurate, **we** can treat the **policy** as if it never existed. This means **we** will not cover any claims or losses and **you** must pay back any payments **we** have already made under the **policy**, even for genuine claims. **We** can also keep the **policy** premium.

## 3. Information given carelessly

If you carelessly give **us** information that is not true, complete and accurate, what **we** can do depends on what **we** would have done if **you** had taken care when giving information to **us**, as follows:

- a. If **we** would not have entered into the **policy**, **we** can treat it as if it never existed. This means **we** will not cover any claims or losses and **you** must pay back any payments **we** have already made under the **policy**, even for genuine claims. However, **we** will return the **policy** premium.
- b. If **we** would have entered into the **policy** but on different terms (not including the amount of the premium), **we** can apply those different terms as if they applied from the start of the **policy period**.
- c. If **we** would have entered into the **policy** but charged a higher premium, **we** can reduce the amount **we** pay by applying the following calculation:

$$\text{amount we pay} = \text{amount of loss} \times \frac{\text{premium we actually charged}}{\text{premium we would have charged}}$$

Both b. and c. above can apply at the same time.

## 4. Annual policy review

Every year **we** will ask **you** to review the **policy** to check that all information **you** have provided remains correct and that the **policy** remains suitable for **your** demands and needs. To do this, **we** will contact **you** before the **annual review date** to remind **you** of the information **you** have given **us**. If the information is no longer true, complete and accurate, **you** must let **us** know. **We** may then:

- a. amend the **policy** terms, including the premium;
- b. confirm that **we** are happy to continue to cover **you** on the same terms; or
- c. cancel the **policy**. **We** will only do this in rare cases and where there is a valid reason for doing so.

## 5. Changes to your information between review dates

If any of the information shown on the **information statement** changes at any time during the **policy period**, **you** must let **us** know as soon as possible. **We** may then:

- a. amend the **policy** terms, including the premium;
- b. confirm that **we** are happy to continue to cover **you** on the same terms; or
- c. cancel the **policy**. **We** will only do this in rare cases and where there is a valid reason for doing so.

If **you** do not tell **us** about a change, **we** will be entitled to the remedies shown under 3. a. to c. above from the date the information changed.

**You** do not need to tell **us** about changes if the information on the **information statement** remains true, complete and accurate. However, **you** should always let **us** know as soon as possible if the **policy** is no longer suitable for **you** for any reason.

## 6. Cooling-off period

**You** can cancel the **policy** for any reason within the first 14 days of the later of:

- a. the start of the **policy period**; or
- b. the date on which **you** receive the **policy** documents.

Provided **you** have not made a claim, **we** will treat the **policy** as if it never existed and return all premium payments to **you**.

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- 7. Cancellation by you** After the cooling-off period in 6. above, **you** can cancel the **policy** at any other time by contacting **us**. Provided **you** have not made a claim, **we** will return the premium for any period after the date the cancellation takes effect but for which **you** have already paid.
- 8. Cancellation by us** **We** can cancel the **policy** at any time by giving **you** notice in writing as follows:
- 30 days' notice for any section of the **policy**, other than the Motor section; or
  - 7 days' notice for the Motor section.
- Provided **you** have not made a claim, **we** will return the premium for any period after the date the cancellation takes effect but for which **you** have already paid.
- 9. Non-payment of premium** If **you** have not paid a premium instalment 14 days after it is due, **we** will give **you** the chance to catch up with **your** payments. If **you** do not do so, **we** can cancel the **policy** with effect from the date of the missed payment.
- 10. Changing your cover option** This **policy** can include different sections to meet **your** specific requirements. **You** can add and remove sections of cover at any time, as and when **your** circumstances or requirements change.
- If **you** want to add a new cover, please let **us** know and provide **us** with any additional information **we** ask for. If **we** are able to provide the new cover and **you** agree to the terms and premium, **we** will give **you** new **policy** documents confirming the new cover. The schedule will show **start of cover date** for the new cover. That cover will be reviewed again at the next **annual review date**, even if the cover has not been in force for a full year.
  - If **you** want to remove a cover, please let **us** know. Provided **you** have not made a claim, **we** will return the premium for any period after the date the cancellation takes effect but for which **you** have already paid. **We** will give **you** new **policy** documents confirming the new cover.
- 11. Cover under multiple sections** If anyone covered by the **policy** is covered under more than one section of the **policy** for the same claim or loss, **we** will only provide cover under one section, being the section that provides the best outcome for that person.
- 12. Taking care** **You** must take reasonable care to maintain any covered property in a good and safe condition and to minimise the risk of any loss, damage or injury.
- If **you** do not, **we** will not cover any claim or loss occurring whilst **you** are not in compliance with this condition unless **you** can show that **your** failure to comply could not have increased the risk of the loss, damage or injury happening.
- 13. Applicable law** The **policy** is subject to law of the country in the United Kingdom in which the **main home** is situated.
- 14. Third parties** No one who is not a party to the **policy** has any rights under it that they would not have had if the Contracts (Rights of Third Parties) Act 1999 did not exist.

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## Claims procedure

This page tells **you** what **you** need to do if **you** need to make a claim.

### 1. Making a claim

**You** must tell **us** as soon as possible about any claim or loss that may be covered under the **policy**, using the details shown on the **schedule**.

If **you** do not tell **us** as soon as possible and the amount of the loss has increased, **you** will be responsible for the amount by which the loss has increased.

### 2. Providing information

**We** will not cover any claim or loss if **you** do not give **us** all information **we** reasonably require.

### 3. Minimising losses

If **you** suffer a loss, **you** must take all reasonable steps to prevent the loss becoming worse. This includes making emergency repairs, if necessary.

If **you** do not and the amount of the loss has increased, **you** will be responsible for the amount by which the loss has increased.

### 4. Telling the police

**We** will not cover any claim or loss that may be connected with a crime (such as a theft of **your** property), unless **you** tell the police and get a crime number.

### 5. Claims against you

If a claim is made against **you** that is covered under the **policy**:

- a. **we** have the right to conduct the defence and settlement of the claim; and
- b. **we** will not cover the claim if **you** admit that **you** are liable or make any offer, negotiation or settlement without **our** prior agreement.

### 6. Recoveries

If **we** require, **you** must provide **us** with all reasonable assistance to make any recovery against any other person. **We** will do this at **our** expense, but **we** may do so in **your** name.

### 7. Recovered items

If **we** recover any property belonging to **you** after **we** have already paid **you** for its loss, **you** can buy the item back from **us** for the amount **we** paid under the **policy** in respect of that item

### 8. Multiple insureds

If more than one person is covered under the **policy**, this does not increase the amount **we** will pay in the event of a claim or loss. The relevant limit is the most **we** will pay regardless of the number of people covered.

### 9. Dishonest claims

If anyone makes a fraudulent claim under the **policy**, **we** can:

- a. refuse to pay that claim;
- b. serve notice to terminate the **policy** with effect from the date of the fraudulent act;
- c. require **you** to repay all monies **we** have paid in respect of any claims made after the fraudulent act, even if those claims were genuine; and
- d. keep all premiums paid.

Please note that if a claim is exaggerated, **we** will consider the entire claim to be fraudulent.

Please note that the General terms also apply to this section of cover.

## Special definitions

Words in **bold** have the meaning below wherever they appear in this section of the **policy**.

### Art

Art and collectibles that **you** own or are responsible for. This includes:

1. paintings, drawings, photos, prints and sculptures;
2. memorabilia, stamps and coin collections;
3. antique and vintage furniture; and
4. other items that have a particular value due to their age, collectability, style or artistic merit.

'Art' does not include **valuables**.

### Buildings

The permanent structures at the **home**. This includes permanent fixtures in such buildings.

### Contents

Household and personal items that **you** own or are responsible for.

'Contents' does not include **art**, bank cards, **money** or **valuables**.

### Heave

Upward movement of the ground underneath the **buildings** caused by the subsoil expanding.

### Home

The address shown on the schedule as the 'Home' or 'Additional residence'.

### Money

1. Bank notes and coins;
2. cheques, bank drafts, travel tickets, travellers' cheques and saving certificates.

'Money' does not include coins that are part of a collection.

### Outbuilding

A **building** owned by you that is not attached to the main **building** at the **home**.

### Settlement

Downward movement of ground underneath the **building** caused by soil being compressed by the weight of the structure.

### Subsidence

Downward movement of ground underneath the **building** caused by anything other than **settlement**.

### Tenant's improvements

Fixtures, alterations and additions made at the expense of a tenant that have become a permanent part of the **buildings** and which cannot legally be removed without the landlord's agreement.

### Valuables

1. Jewellery and watches;
2. gemstones and precious metals; and
3. furs or guns,

that **you** own or are responsible for.

### You/Your

For this section of the **policy** only, 'You/your' means:

- a. anyone shown on the schedule as 'You/Your';
- b. family members of anyone in a. above who:
  - i. live permanently at the **main home**; or
  - ii. are temporarily away from the **main home** to attend school, college or university;
- c. parents or grandparents of anyone shown on the schedule as 'You/Your' while they are living in residential care in the UK. This only applies to



**contents** and only where the **contents** are not covered under any other policy; and

- d. domestic employees of anyone shown on the schedule as 'You/Your'.

## Section covers

Please check the schedule, which will tell you which of the covers below you have purchased and the relevant **sum insured**.

## Buildings cover

**If the schedule shows that you have purchased buildings cover, we will provide the covers shown below. Unless stated otherwise below or in the schedule, we will pay up to the sum insured for this section of the policy.**

### 1. Damage to buildings

**We** will cover physical damage to **your buildings** happening during the **policy period**.

### 2. Finding a leak

If **you** suffer a leak of:

- a. water from underground service pipes which are within the boundary of the **home**, and which **you** own or are responsible for; or
- b. water, oil or gas from **your** cooking, water or heating systems,

at the **buildings** during the **policy** period, **we** will cover the reasonable costs of finding the source of the leak. **We** will also pay to put right any physical damage caused while finding the source.

### 3. Building works

**We** will cover physical damage to:

- a. building works at the **home** with a value up to £100,000; and
- b. materials purchased for such buildings works,

happening during the **policy period**.

The most **we** will pay under this cover is £100,000 for each incident.

### 4. Selling the home

If **you** agree to sell the **home**, **we** will cover the purchaser under this section of the **policy** for damage happening between exchange of contracts and completion, provided that the damage is covered under this section of the **policy** and that the damage is not covered under any other policy.

### 5. Buying a new home

If **you** agree to buy a new home, **we** will cover damage caused by fire to the new home after exchange of contracts and before the earlier of:

- a. completion of the purchase; or
- b. 60 days after exchange,

provided that the damage would have been covered under this section of the **policy** if it had happened to **your home** and that the damage is not covered under any other policy.

The most **we** will pay under this cover is £500,000 for each incident.

## Contents cover

**If the schedule shows that you have purchased contents cover, we will provide the covers shown below. Unless stated otherwise below or in the schedule, we will pay up to the sum insured for this section of the policy.**

### 1. Damage to contents

**We** will cover physical damage to **your contents** happening during the **policy period**.

### 2. Art and valuables

**We** will cover physical damage to:

- a. **art**; and
- b. **valuables**,

happening during the **policy period**.



### 3. New art and valuables

**We** will cover physical damage happening during the **policy period** to **art and valuables you** acquire during the **policy period**, provided:

- a. **you** tell **us** about them at the next **annual review date** and pay any additional premium **we** require; and
- b. the item, pair or set does not have a value over £20,000 or 20% of the art and valuables sum insured, whichever is lower.

The most **we** will pay under this cover is 20% of the **sum insured** for **art and valuables**.

### 4. Money and cards

If **your money** or bank cards are lost or damaged during the **policy period**, **we** will cover:

- a. the amount of any lost or stolen **money**; and
- b. any costs **you** have to pay as a result of someone using **your** cards without **your** agreement.

The most **we** will pay under this cover is £10,000 for each incident.

### 5. Property belonging to guests

**We** will cover physical damage happening during the **policy period** to personal items belonging to anyone visiting the **home**, provided:

- a. the damage would have been covered under this section of the **policy** if it had happened to **your contents**; and
- b. the items are not covered under any other policy.

The most **we** will pay under this cover is £10,000 for each incident.

### 6. Tenant's improvements

**We** will cover physical damage happening during the **policy period** to **tenant's improvements** at the **home** where **you** are responsible for insuring the **buildings**.

### 7. Loss of fuel and water

**We** will cover the cost of metered water or fuel that escapes accidentally from heating and water systems at the **home** during the **policy period**.

The most **we** will pay under this cover is £20,000 for each incident.

### 8. Data and media

**We** will cover the costs to recover **your** personal data and media from:

- a. any computer in the **buildings**; or
- b. **your** personal electronic devices,

where such item has suffered damage that is covered under this section of the **policy**. If the data or media cannot be recovered, **we** will pay the cost of downloads to replace it.

The most **we** will pay under this cover is £10,000 for each incident.

### 9. Rent payable

If **you** cannot live in the **home** as a direct result of damage covered under this section of the **policy**, **we** will cover rent **you** are legally required to pay until the earlier of:

- a. the date when the **home** can be lived in again; or
- b. 3 years after the date of damage.

**We** will not provide this cover if **we** have already agreed to pay alternative accommodation costs under Extra covers, Alternative accommodation, below.

The most **we** will pay under this cover is 3 years' loss of rent.

## Extra covers

**We will provide the covers shown below, regardless of whether you have purchased buildings cover, contents cover or both.**

### 1. Alternative accommodation

If **you** cannot live in the **home** as a direct result of damage covered under this section of the **policy**, **we** will cover the reasonable cost of alternative accommodation until the earlier of:

- a. the date when the **home** can be lived in again; or
- b. 3 years after the date of damage.

The most **we** will pay under this cover is 3 years' accommodation costs.

## 2. Lost or stolen keys

If the keys to the doors, windows, safes or alarms at the **building** are lost or stolen during the **policy period**, **we'll** pay the reasonable cost to replace them.

## 3. Garden damage

**We** will cover physical damage to the garden at the **home** happening during the **policy period**, including where caused by trespassers leaving rubbish in the garden.

The most **we** will pay under this cover is £10,000 for each incident.

## 4. Forced closure

If during the **policy period**:

- a. **you** are ordered to vacate the **buildings**; or
- b. access to the **buildings** is denied,

by the emergency services or local authority, **we** will pay the reasonable costs of alternative accommodation for up to 1 year until **you** are allowed back in the **buildings**.

The most **we** will pay under this cover is:

1. 1 year's accommodation costs as a result of damage to **your** neighbour's property that would have been covered under this section of the **policy** if the same damage had happened to **your buildings**; or
2. £5,000 for any other incident.

## Section exclusions

The exclusions shown below apply to this section of the **policy** only.

**We** will not cover any:

### 1. Gradual damage

damage caused by or comprising of:

- a. dryness, humidity, extremes of light or temperature; or
- b. anything happening gradually over time, such as rust, rot, mould or fungus.

This exclusion does not apply to damage caused by fire or by water leaking from tanks and pipes following frost damage.

### 2. Wear and tear

damage caused by wear and tear.

### 3. Maintenance

- a. maintenance or routine decoration costs; or
- b. damaged caused by a failure to carry out proper maintenance.

### 4. Pests

damage caused by vermin, rodents or insects.

### 5. Pollution

damage caused by or comprising of pollution or contamination.

### 6. Breakdown

damage to any item caused by its own mechanical or electrical breakdown.

### 7. Poor workmanship

damage caused by:

- a. poor workmanship or design; or
- b. the use of unsuitable or faulty materials.

### 8. Movement

damage caused by **subsidence**, **landslip** or **heave** to any:

- a. permanent structure, unless the main **building** also suffers damage at the same time and by the same cause; or
- b. solid floor unless the load bearing walls also suffer damage at the same time and by the same cause.

### 9. Land

cost of stabilising, excavating or replacing land.

- 10. Erosion** damage caused by river or coastal erosion.
- 11. Storm to outside items** damage caused by flood or storm to gates, hedges, fences or wind turbines.  
This exclusion does not apply to damage caused by falling trees or to the cost of removing fallen trees to allow repairs to be carried out.
- 12. Business use** damage to any **building** used for the purposes of any business. This exclusion does not apply to purely administrative, computer or paper-based work
- 13. Failure to receive** loss caused by **you** failing to physically receive any item.
- 14. Unfurnished home** damage happening while the **home** is not furnished for ordinary living. This exclusion does not apply to damage caused by fire, lightning or explosion.
- 15. Undisclosed outbuildings** damage to any **outbuilding** with a rebuild cost greater than £10,000 unless **you** have declared it to **us** and **we** agreed to cover it.
- 16. Rented out buildings** damage to:
- the main **building** at the **home** if it is rented out for more than 60 days in any consecutive 12-month period; or
  - any **outbuilding** if it is rented out for more than 90 days in a row to the same tenants.
- 17. Rented out items** damage to **contents, art** or **valuables** happening at:
- the main **building** at the **home** if it is rented out for more than 60 days in any consecutive 12-month period;
  - any **outbuilding** if it is rented out for more than 90 days in a row to the same tenants; or
  - any **investment property**.
- 18. Vehicles** damage to any motorised vehicle.  
This exclusion does not apply to any quad bike, motorbike under 50cc or golf buggy.
- 19. Vehicles being used** damage to any dingy or sailboard, or to any motorised vehicle, while in use.
- 20. Building works exclusions**
- damage under Buildings cover 3. Building works; or
    - damage to any property,  
caused by or in connection with building works with a value over £100,000 unless **you** have told **us** about the works and **we** have agreed to provide cover; or
  - damage to plant or equipment;
  - loss or damage **you** are liable for under the Party Wall Act 1996 or any similar law, unless **we** have agreed to provide such cover;
  - loss or damage **your** contractor is legally responsible for.

**21. Finding leaks exclusions**

loss under Building cover 2. Finding a leak if the **buildings** have not been lived in for more than 60 days in a row when the leak happens.

This exclusion does not apply if

- a. the **buildings** have been fully maintained at a temperature of at least 10 degrees centigrade at all times; or
- b. all fixed water tanks and systems have been drained down and shut off.

**Paying claims**

The conditions below set out how much **we** will pay in the event of a covered claim.

**1. Sum insured**

Unless a specific limit is shown below or in the schedule, **we** will pay up to the corresponding **sum insured** for each item or category of items in respect of each covered incident of loss.

**2. Buildings**

For damage to **buildings**, **we** will at **our** discretion:

- a. i. arrange for them to be rebuilt or repaired, or
- ii. pay **you** an amount equal to the costs of repair or rebuilding;
- b. also pay for the reasonable and necessary costs of:
  - i. clearing the site and making it safe; and
  - ii. architects', lawyers' and surveyors' fees.

**3. Contents, art and valuables**

For damage to **contents**, **art** and **valuables**, **we** will:

- a. repair or replace the item; or
- b. pay **you** the value of the item at the time of damage if it cannot be repaired or replaced.

**4. Loss of market value**

If any damaged **art** or **valuables** have suffered a loss in market value as a result of their repair or replacement under 3 above, **we** will also pay **you** an amount equal to the loss of value.

**5. Single item limit**

**We** will not pay more than £20,000 for any one item, pair or set unless the item has been named on the schedule and given a specified value. If an item has been named on the schedule, **we** will pay up to the corresponding amount shown.

**6. Pairs and sets**

If a damaged item forms part of a pair or set which increases its value, **we** will take that increased value into account when paying **your** claim.

**7. Excess**

For each incident of loss, **you** must bear the **excess**. There is no excess for any claim:

- a. under Extra covers 2. Lost or stolen keys;
- b. under Extra covers 4. Forced closure; or
- c. with a value over £25,000.

**8. Sub-limits for specific items**

For loss or damage to the items shown below, the most **we** will pay is the corresponding amount shown in total for all incidents and all items:

Item	Amount
a. Sailboards, surfboards, rowing boats and dinghies:	£10,000
b. Trailers and horseboxes:	£10,000
c. Quad bikes, motorbikes under 50cc and golf buggies:	£10,000
d. Home office equipment:	£10,000

**9. Sub-limit for pet damage**

For loss or damage caused by pets, the most **we** will pay is £10,000 in total for all such loss and damage.

# Liabilities

Please note that the General terms also apply to this section of cover.

## Special definitions

Words in **bold** have the meaning below wherever they appear in this section of the **policy**.

### Injury

Death, bodily or mental injury of any person.

### Defence costs

Reasonable legal and expert's costs incurred with **our** prior agreement to defend a covered claim against **you**.

### Limit of indemnity

The amount shown on the schedule as the 'Limit of indemnity'.

### Property damage

Physical loss of or damage to property.

### You/Your

For this section of the **policy** only, 'You/your' means:

- a. anyone shown on the schedule as 'You/Your';
- b. family members of anyone in a. above who:
  - i. live permanently at the **main home**; or
  - ii. are temporarily away from the **main home** to attend school, college or university; and
- c. domestic employees of anyone shown on the schedule as 'You/Your'.

## Section covers

Please check the schedule, which will tell **you** the relevant **sum insured** of the covers below.

### 1. Liability for injury and damage

**We** will cover **your** liability to others arising from:

- a. **property damage**; or
- b. **injury**,  
happening during the **policy period**.

### 2. Liability for defective premises

**We** will cover **your** liability to others arising under:

- a. s.3 Defective Premises Act 1972; or
- b. article 5 Defective Premises (Northern Ireland Order) 1975,  
due to an accident happening during the **policy period** at premises **you** previously occupied.

### 3. Costs

If a claim is made against **you** that is covered under 1. or 2. above, **we** will cover:

- a. **your** liability for the claimant's legal costs; and
- b. **defence costs**.

Cover for claimant's costs is included within the **limit of indemnity**. The schedule will show whether **defence costs** are included within the **limit of indemnity** or if they are in addition to it.

### 4. Unpaid judgments

If:

- a. an award of damages has been made in **your** favour in relation to an **injury to you** or **property damage to your** property;
- b. the damages have not been paid within 3 months of being due;
- c. the damages relate to an incident that would have been covered under this section of the **policy** if **you** had caused the **injury** or **property damage**;
- d. the **injury** or **property damage** did not occur in the course of any trade, business or profession by **you**; and
- e. the judgment is not subject to appeal,

## Liabilities

**we** will pay **you** the amount of the unpaid damages, including any award for costs.

**We** will then have the right to pursue a recovery of any monies **we** have paid out. **We** may do this in **your** name, but will do so at **our** cost.

### Section exclusions

The exclusions shown below apply to this section of the **policy** only.

**We** will not cover:

#### 1. Your property

liability for **property damage** to anything:

- a. **you** own; or
- b. in **your** care or the care of **your** employee. This does not apply where **you** are liable as a tenant for property in **your** care.

#### 2. Vehicles

liability directly or indirectly due to:

- a. any incident for which insurance is required under any laws relating to the compulsory insurance of motor vehicles;
- b. any aircraft, including any drones and unmanned aircraft; or
- c. watercraft. This does not apply to rowing boats and dinghies shorter than 12 feet.

#### 3. Contractual liability

liability occurring under any contract. This does not apply if **you** would have been liable even if the contract was not in force.

#### 4. Pollution

liability directly or indirectly due to pollution or contamination. This does not apply to an identifiable, sudden and unexpected release of a pollutant or contaminant in the United Kingdom during the **policy period** as a result of an accident caused by **you**.

#### 5. Penalties

liability for any fines, penalties, punitive or multiple damages.

#### 6. Property we don't cover

liability directly or indirectly due to **your** ownership or occupation of any land or buildings **we** do not cover for physical damage under this **policy**. This includes any liability arising from land or buildings **we** do cover, but where **your** liability arises as a result of a matter excluded under the corresponding section of cover, or from **your** failure to comply with a condition under that section of the **policy**.

#### 7. Animals

liability directly or indirectly due to any animal. This does not apply to horses, cats or dogs, although **we** do not in any event cover any liability directly or indirectly due to any specially controlled dog under the Dangerous Dogs Act.

#### 8. Diseases

liability directly or indirectly due to the transmission of any:

- a. infectious or communicable disease; or
- b. illness, virus or syndrome.

#### 9. Business liabilities

liability directly or indirectly due to any activity from which **you** derive a revenue, the provision of goods or services, or anything done by **your** employee for someone else for a fee.

#### 10. North American claims

any claim brought in the courts, or subject to the laws, of the United States of America or Canada, including any claim brought anywhere else that is based on a claim first brought in the United States of America or Canada.

#### 11. North American activities

Liability:

- a. of anyone who usually lives in the United States of America or Canada; or
- b. directly or indirectly due to any incident in the United States of America or Canada if **you** have spent more than 90 days in total in the United States of America or Canada during the preceding 12 months.

#### 12. Rectifying defects

liability under:

- a. Defective Premises Act 1972; or

## Liabilities

b. Defective Premises (Northern Ireland Order) 1975, to rectify a defect to any property **you** used to occupy.

### 13. Specific employer's liability exclusions

liability to **your** employees

- a. directly or indirectly due to care or treatment provided to **you**;
- b. directly or indirectly due to domestic work carried out by the employee in relation to land or buildings **we** do not cover for physical damage under this **policy**;
- c. if the employee has spent more than 90 days in total in the United States of America or Canada during the preceding 12 months; or
- d. in respect of any judgment from any court outside the United Kingdom or European Union, including any claim brought within the United Kingdom or European Union that is based on a claim first brought elsewhere.

### Paying claims

The conditions below set out how much **we** will pay in the event of a covered claim.

#### 1. Limit of indemnity

Unless a specific limit is shown below or in the schedule, **we** will pay up to the corresponding **limit of indemnity** for each claim or category of claim.

#### 2. Connected claims

All claims arising from or in connection with the same act, incident or event will be treated as a single claim. This means **we** will only pay up to one **limit of indemnity**, regardless of how many claimants or covered defendants are involved. However, only one **excess** will be payable.

#### 3. Excess

For each claim, **you** must bear the **excess**.

#### 4. Specific limit for pollution and contamination

For liability arising from pollution or contamination, the most **we** will pay is £5,000,000 for the total of all incidents and events occurring during any one **annual period**.

#### 5. Specific limit for Investment Properties

For liability arising directly or indirectly due to or from **your** ownership or occupation of any **investment property**, the most **we** will pay is £2,000,000 for the total of all incidents and events occurring during any one **annual period**.

### Section obligations

**You** must comply with the obligations shown below.

**We** will not make any payment for any liability arising from or in connection with any act, incident or event taking place whilst **you** are not in compliance with these obligations unless **you** can show that **your** non-compliance could not have increased the risk of the liability arising.

#### 1. Landlord's obligations

**You** must comply with all legal obligations relating to the renting out of any property for which **you** are a landlord.

#### 2. Swimming pools

If **you** let out a property with a swimming pool, **you** must take reasonable steps to prevent or reduce the risk of anything happening that might lead to a claim under this section. This includes ensuring:

- a. equipment and surfaces comply with all legal standards and requirements;
- b. flooring around the pool is not obstructed and has a suitable non-slip surface;
- c. the pool and pool area are regularly inspected and any action required to preserve safety is taken immediately; and
- d. signage including water depths and rules of use are clearly visible.



Please note that the General terms also apply to this section of cover.

## Helplines

As a benefit to this section of the **policy**, **you** have access to the legal and tax helplines listed below. Use of the helplines is subject to fair and reasonable usage.

### Legal and tax advice

If **you** have a legal or tax problem, **you** can speak confidentially to a qualified specialist adviser.

#### Legal advice

The legal advice helpline is available 24 hours a day, 7 days a week. Advice covers legal matters within the European Union and the United Kingdom.

#### Tax advice

The tax advice helpline is available 9.00 am to 5.00 pm Monday to Friday (other than public holidays). Advice covers tax matters within the United Kingdom.

To contact either service, please call the number shown on the schedule. Lines are open 24 hours a day, 7 days a week.

**Please note that contacting the helpline does not constitute the notification of a claim under the policy.**

### Identity theft

This helpline provides advice to help keep **your** identity secure. If **you** suspect **you** have been the victim of an identity theft, **we** will help restore **your** credit rating and correspond with **your** bank, card issuer and any other parties.

This helpline is available 8.00 am to 8.00 pm 7 days a week.

To contact this service, please call the number shown on the schedule. Lines are open 24 hours a day, 7 days a week.

### Consumer legal services

Register today at [www.araglegal.co.uk](http://www.araglegal.co.uk) and enter the code **AFE48BBE98B5** to access a legal guide and to download legal documents to help with consumer legal matters.

## Special definitions

Words in **bold** have the meaning below wherever they appear in this section of the **policy**.

### Appointed advisor

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

### Collective conditional fee agreement

A legally enforceable agreement between **us** and the **appointed advisor** on a common basis to pay their fees on the basis of either:

1. 100% 'no win, no fee'; or
2. where discounted, that a discounted fee is payable.

### Conditional fee agreement

A legally enforceable agreement between **you** and the **appointed advisor** for paying their professional fees on the basis of either:

1. 100% 'no win, no fee'; or
2. where discounted, that a discounted fee is payable.

### Employee

Anyone who lives with **you** at the **main home** and is employed under a contract of service to carry out domestic duties for the household.

### Insurer

SCOR UK Company Limited.

### Legal costs & expenses

1. Reasonable and necessary legal costs proportionally incurred by the **appointed advisor** on the **standard basis** and agreed by **us** in advance;
2. for civil claims, the costs, fees and disbursements incurred by opponents:
  - a. **you** have been ordered to pay; or
  - b. **you** have paid with **our** prior agreement;

## Family Legal

3. reasonable accountancy fees reasonably incurred under insured event 6. Tax disputes by the **appointed advisor** and agreed by **us** in advance;
4. **your** basic wages or salary under insured event 8. Loss of earnings while attending court or tribunal at the request of an **appointed advisor**, or whilst on jury service; and
5. the reasonable cost of phone calls, postage (including special delivery), image scanning, photocopying or credit reports incurred under insured event 9. Identity theft where you have taken advice from our Identity theft resolution helpline.

### Reasonable prospects of success

1. Other than where set out under 2. or 3. below, a chance of more than 50% that **you** will successfully pursue or defend the claim and, if relevant, enforce any judgment for damages. Under insured event 2. Contract disputes, there must be a greater than 50% chance of successfully defending the claim in its entirety;
2. in criminal cases, where **you**:
  - a. plead guilty, a chance of more than 50% that **you** will reduce **your** sentence or fine; or
  - b. plead not guilty, a chance of more than 50% that **your** plea will be accepted; or
3. in any appeal, a chance of more than 50% that **your** appeal will be successful.

Where **reasonable prospects of success** do not exist, **you** are liable to pay any legal costs if **you** pursue or defend the claim, irrespective of the outcome.

### Standard basis

The 'Standard basis' of calculating recoverable legal costs, as defined in Part 44 of the Civil Procedure Rules.

### Territorial limits

For:

1. insured events 2. Contract disputes and 4. Personal injury disputes, the United Kingdom, Channel Islands, Isle of Man, the European Union, Norway and Switzerland; and
2. for all other cover under this section, the United Kingdom, Channel Islands and Isle of Man.

### We/us/our

For the purposes of this section of the **policy** only, 'We/us/our' means ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the insurer.

### You/your

For this section of the **policy** only, 'You/your' means:

1. the individual or individuals named in the schedule;
2. the partner and all family members of anyone listed in 1. above and who is permanently living at the **main home**; and
3. children of anyone listed in 1. above who are temporarily away from the **main home** for the purposes of higher education.

## Section covers

### Family legal expenses

In the event of one of the insured events below, the **insurer** will pay **your legal costs & expenses**, provided that:

1. the act, incident or event giving rise to the dispute happens in the **territorial limits**;
2. the claim is reported to **us**:
  - a. as soon as **you** become aware of circumstances which could give rise to a claim; and

- b. within the **policy period**;
3. the claim has **reasonable prospects of success** throughout;
4. where required by **us**, **you** agree to use the **appointed advisor**. This does not apply in the event of a conflict of interest; and
5. the claim is dealt with through mediation, or a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory body agreed by **us** within the **territorial limits**.

We consider that a claim has been reported to us when we have received the insured's fully completed claim form.

Where the insured is seeking financial remedy and the cost of pursuing the insured's claim is likely to be more than any award of damages, the insurer will not pay more than the value of the likely award.

This policy will pay any otherwise covered claim involving the use of or inability to use a computer, including devices such as smart phones, tablets and wearable technology. This cover is subject to all other policy terms.

## Insured events

The **insurer** will pay up to £100,000 for all claims, disputes and appeals arising from the same act, incident or event, or series of connected acts, incidents or events.

### 1. Employment disputes

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

- a. ACAS Code of Practice for Disciplinary and Grievance Procedures; or
- b. Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland,

have been or ought to have been concluded.

#### Employment disputes exclusions

Personal injury  
Legal defence  
Internal procedures  
Pension scheme  
Settlements

The **insurer** will not make any payment:

1. for any dispute arising solely from a personal injury;
2. for defending **you**, other than defending an appeal;
3. for **legal costs & expenses** for an employer's internal disciplinary process or an employer's grievance hearing or appeal;
4. for any dispute relating to **your** employer's or ex-employer's pension scheme; or
5. for any dispute relating to any compromise or settlement agreement, unless arising from an ongoing claim covered under this section of the **policy**.

### 2. Contract disputes

A dispute arising from any agreement or alleged agreement entered into by **you** for:

- a. buying or hiring consumer goods or services;
- b. privately selling goods;
- c. buying or selling the **main home**;
- d. renting the **main home** as a tenant; or
- e. the occupation of the **main home** under a lease.

#### Contract disputes exclusions

Landlord and tenant  
Financial products

The **insurer** will not make any payment:

1. for a dispute with a tenant or lessee where **you** are the landlord or lessor;
2. relating to any mortgage, loan, pension or other banking, life or long-term insurance products, savings or investment

Business activities	3. relating to <b>your</b> business activities, trade, venture for gain, profession or employment;
Motor vehicles	4. relating to a contract involving a motor vehicle;
Insurance	5. relating to a settlement under any contract of insurance;
Other parties	6. relating to any dispute with any party other than the party with whom <b>you</b> have entered into an agreement or alleged agreement with; or
Building work	7. relating to any construction work, or designing, converting or extending any building where the contract value exceeds £10,000 including VAT.
<b>3. Property disputes</b>	A dispute relating to visible property owned by <b>you</b> , following: <ol style="list-style-type: none"> <li>a. an event that causes physical damage to <b>your</b> property, including the <b>main home</b>; or</li> <li>b. a public or private nuisance or trespass.</li> </ol>
<b>Property disputes exclusions</b>	The <b>insurer</b> will not make any payment:
Boundary disputes	1. for any dispute relating to a boundary, unless <b>you</b> have proof of where the boundary lies;
First £250	2. under 3.b. unless <b>you</b> pay the first £250, which is payable by <b>you</b> as soon as <b>we</b> accept the claim;
Specific issues	3. arising from: <ol style="list-style-type: none"> <li>i. any contract entered into by <b>you</b>;</li> <li>ii. any building or land, other than the <b>main home</b>;</li> <li>iii. any motor vehicle; or</li> <li>iv. the compulsory purchase of, or demolition restrictions, controls or permissions placed on <b>your</b> property by any government or authority;</li> </ol>
Third parties	4. for any dispute with any party other than the person(s) who caused the damage, nuisance or trespass; or
Legal defence	5. under 3.a. for defending <b>you</b> , other than defending an appeal or counterclaim.
<b>4. Personal injury disputes</b>	A sudden event which directly causes physical bodily injury or death to <b>you</b> .
<b>Personal injury disputes exclusions</b>	The <b>insurer</b> will not make any payment for:
Gradual issues	a. any dispute arising from any condition, illness or disease which develops gradually over time;
Mental issues	b. any dispute arising from mental injury, shock, depression or psychological symptoms, unless <b>you</b> suffered physical injury to <b>your</b> body at the same time; or
Legal defence	c. defending <b>you</b> , other than defending an appeal.
<b>5. Clinical negligence disputes</b>	A dispute relating to alleged clinical negligence or malpractice.
<b>Clinical negligence disputes exclusions</b>	The <b>insurer</b> will not make any payment:
Contracts	1. arising from or relating to a contract dispute; or
Legal defence	2. for defending any claim, other than defending an appeal.
<b>6. Tax disputes</b>	A formal enquiry into <b>your</b> personal tax affairs
<b>Tax disputes exclusions</b>	The <b>insurer</b> will not make any payment:
Penalties	1. for any claim relating to a tax return where HM Revenue and Customs impose a penalty or which contains reckless and/or deliberate misstatements or omissions;

Business enquiries

Tax avoidance

Overseas assets

Fraud investigation

Late returns

2. relating to an enquiry concerning any business or venture for gain;
3. where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to **your** financial arrangements;
4. relating to an enquiry concerning any assets, money or wealth outside the United Kingdom.
5. relating to an investigation by the Fraud Investigation Service of HM Revenue & Customs; or
6. if **your** tax returns are not complete or have not been submitted within the permitted legal timeframes.

## 7. Legal defence

- a. Any alleged act or omission by **you** that arises from **your** work as an employee and results in:
  - i. **you** being interviewed by the Police or anyone else with power to prosecute;
  - ii. a prosecution being brought against **you** in a criminal court; or
  - iii. civil proceedings being brought against **you** under any unfair discrimination laws;
- b. a motoring prosecution being brought against **you**; or
- c. a formal investigation or disciplinary investigation being brought against **you** by a professional or regulatory body.

### Legal defence exclusions

The **insurer** will not make any payment for any claim relating to:

1. owning a vehicle or driving without motor insurance or a valid driving licence; or
2. a parking offence.

## 8. Loss of earnings

**Your** absence from work:

- a. to attend **court**, tribunal, arbitration or regulatory proceedings at the request of the **appointed advisor**; or
- b. for jury service,

which results in **your** loss of earnings.

### Loss of earnings exclusions

The **insurer** will not make any payment for:

Daily limit

1. loss of earnings exceeding £1,000 in total for each incident; or

Recoverable sums

2. any amount that can be recovered from the court or tribunal.

## 9. Identity theft

A dispute arising from the **use** of **your** personal information without **your** permission in order to commit fraud or any other crime.

### Identity theft exclusions

The **insurer** will not make any payment:

Money and other losses

1. for any money claimed, goods, loans or other property or financial loss or other benefit obtained as a result of the identity theft; or

Contacting ID theft service

2. if **you** do not contact **our** Identity Theft Service as soon as **you** suspect **your** identity may have been stolen.

## 10. Disputes with employees

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

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

### Disputes with employees exclusions

The **insurer** will not make any payment for:

Internal procedures

1. disciplinary hearings or internal grievance procedures;

Injury

Bringing specific claims

2. personal injury claims; or

3. **you** pursuing a claim against **your employee** other than a claim to recover possession of a part of the **main home** or other accommodation provided by **you** under a service occupancy agreement.

## 11. Planning application refusal appeals

An appeal to the Planning Inspectorate or equivalent competent authority following the refusal by **your** Local Planning Authority to grant planning permission following **your** request for approval provided that **you**:

- a. take all available steps to ensure planning permission is granted, such as consulting with the local authority prior to submitting **your** application; and
- b. exhaust every alternative option to secure planning approval prior to launching a planning application appeal.

## Planning application refusal appeals exclusions

The **insurer** will not make any payment for:

Costs over £5,000

1. **legal costs & expenses** in excess of £5,000;

Business use

2. any claim arising from or relating to an appeal against the refusal of planning permission to develop land or property for business or commercial purposes, other than for private residential letting.

## Section exclusions

The exclusions shown below apply to all covers in this section of the **policy**.

The **insurer** will not cover:

### 1. Costs without our agreement

**legal costs & expenses** incurred without **our** agreement.

### 2. Prior events

the consequences of anything that happened or existed before the start of the **policy period** and that **you** knew or ought to have known would lead to a claim under this section of the **policy**.

### 3. Claims under £100

any claim arising from or relating to an amount under £100.

### 4. Illegal activities

any claim, loss or costs arising from any allegation against **you** involving:

- a. assault, violence, dishonesty, malicious falsehood or defamation;
- b. the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials;
- c. illegal immigration; or
- d. money laundering, bribery offences, fraud, breach of international sanctions or other financial crime activities.

### 5. Family disputes

any dispute between **your** family members

### 6. Judicial reviews

any judicial review.

### 7. Clinical negligence

any dispute relating to clinical negligence or malpractice, other than under insured incident 5. Clinical negligence disputes.

### 8. Disputes with us

any dispute with:

- a. **us** not dealt with under **How to make a complaint**, in the Important information document that accompanies the policy; or
- b. the **insurer** or company that sold this **policy** to **you**.

### 9. Group litigation

any litigation that is subject to a group litigation order.

### 10. Fines, penalties and compensation

any fine, penalty or compensation awarded against **you**.

### 11. Deliberate acts

any claim, loss or costs arising from **your** deliberate or reckless act.

## Paying claims

The conditions below set out how **we** will deal with covered claims.

### 1. Your responsibilities

**You** must:

- a. tell **us** immediately about anything likely to make it more expensive for the **appointed advisor** to resolve the dispute in **your** favour;
- b. cooperate fully with **us** and give the **appointed advisor** any instructions **we** require, and keep them updated with progress of the claim;
- c. take reasonable steps to recover any **legal costs & expenses** and, where **you** do, pay them to the **insurer**; and
- d. allow the **insurer** at any time to take over conduct and control of any claim, in **your** name.

### 2. Choice of advisor

- a. Other than in the circumstances below, **we** shall have the right to choose an **appointed advisor**.
- b. **You** may choose an **appointed advisor** if:
  - i. a suitably qualified advisor considers that it has become necessary to issue proceedings or proceedings are issued against **you**; or
  - ii. there is a conflict of interest.
- c. Where **you** choose an **appointed advisor**, **you** must write to **us** with their contact details and costs. The **insurer** will not pay **your** chosen **appointed advisor** more than **we** pay lawyers from **our** own panel.
- d. If:
  - i. **you** dismiss an **appointed advisor** without good reason;
  - ii. **you** withdraw from a dispute without **our** written agreement; or
  - iii. an **appointed advisor** refuses to continue to act for **you** for good reason, all cover for that claim will stop immediately.
- e. For claims under 1. Employment disputes, 2. Contract disputes, 4. Personal injury disputes or 5. Clinical negligence disputes, **you** must enter into a **conditional fee agreement** or the **appointed advisor** must enter into a **collective conditional fee agreement**, where legally permitted.

### 3. Consent

- a. **You** must agree to **us** having sight of the **appointed advisor**'s file relating to **your** claim. **You** are considered to have given **us** or **our** agent consent to have sight of their file for auditing and quality control purposes.
- b. Anyone under paragraph 2. of the definition of 'You/your' must have the consent of someone under paragraph 1. to bring a claim under this section of the **policy**.

### 4. Settlement

- a. The **insurer** can settle **your** claim at any stage by paying **you** the reasonable value of **your** claim.
- b. **You** must not negotiate or settle **your** claim or agree to pay any **legal costs & expenses** without **our** prior written agreement.
- c. If **you** refuse to settle a claim following advice to do so from the **appointed advisor**, the **insurer** can refuse to pay any further **legal costs & expenses**
- d. **You** must settle any **costs** under 9. Identity theft in the first instance and make a receipted claim to **us** for reimbursement.

### 5. Barristers opinion

**We** may require **you** to obtain and pay for an opinion from a barrister if there is a dispute over the merits of a claim. If the opinion supports **you**, the **insurer** will reimburse the reasonable cost of the opinion. If the opinion conflicts with advice obtained by **us**, the **insurer** will pay for a final opinion, which will be binding on both **you** and **us**.

This does not affect **your** rights under **How to make a complaint**, in the Important information document that accompanies the **policy**.



# Home Emergency

Please note that the General terms also apply to this section of cover.

## Special definitions

Words in **bold** have the meaning below wherever they appear in this section of the **policy**.

### Beyond economic repair

**Your central heating boiler** will be considered beyond economic repair when the estimated cost of contractor's labour and replacement parts required to permanently repair it exceed its depreciation value, which is calculated according to its age.

### Central heating boiler

A boiler located in **your home** or connected garage.

### Contractor

1. The contractor or tradesperson chosen by **us** to respond to **your home emergency**.
2. Where **your home** is powered by a biomass boiler or anaerobic digester system, a suitably qualified expert chosen by **you** with **our** agreement to respond to **your home emergency**.

### Emergency costs

1. The **contractor's** reasonable and properly charged labour costs, parts and materials (provided that where **your home** is powered by a biomass boiler or anaerobic digester system, **you** must pay the contractor and send the receipt to **us** for the insurer to reimburse **you**); and
2. where necessary, alternative accommodation costs incurred under insured event 8. Alternative accommodation.

### Home

The address shown on the schedule as the **main home** or an **additional residence**. This does not include any **investment property**.

### Home emergency

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

1. prevent damage or avoid any further damage to **your home**;
2. make the **home** safe and secure;
3. restore the main services to your **home**; or
4. alleviate any health risk to **you**.

### Insurer

SCOR UK Company Limited.

### Vermin

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

### We/us/our

For the purposes of this section of the policy only, 'We/us/our' means ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the insurer.

### You/your

For this section of the **policy** only, 'You/your' means:

1. the individual or individuals named in the schedule; or
2. anyone living at the **home**.

## Sections cover

### Emergency costs

In the event of one of the insured events below, the **insurer** will pay **emergency costs**, provided that:

1. the claim is reported to **us**:
  - a. as soon as **you** become aware of it; and
  - b. within the **policy period**; and
2. **You** use the **contractor** chosen by **us**.

## Insured events

The **insurer** will pay up to £1,500 for all **emergency costs** arising from the same act, incident or event, or series of connected acts, incidents or events. This includes alternative accommodation costs.

Where **we** have accepted a claim under Insured event 1 and **your central heating boiler** is found to be **beyond economic repair**, the **insurer** will pay a contribution of £500 towards the cost of a replacement boiler. This payment is in addition to any covered **emergency costs**.

1. **Main heating system**

The total failure or complete breakdown, whether or not caused by accidental damage, of the main heating system at **your home**. This includes the **central heating boiler**, all radiators, hot water pipes and water storage tanks.
2. **Plumbing & drainage**

A **home emergency** caused by:
  - a. sudden damage to; or
  - b. blockage, breakage or flooding of,the drains or plumbing system at **your home**. This includes water storage tanks, taps and pipework located in **your home**.
3. **Home security**
  - a. Damage, whether or not caused accidentally, to; or
  - b. failure of,external doors, windows or locks, which compromise the security of **your home**.
4. **Toilet unit**

Breakdown or mechanical failure of the toilet bowl or cistern, resulting in the loss of function of:
  - a. the only toilet;
  - b. all toilets,at **your home**.
5. **Domestic power supply**

The failure, whether or not caused accidentally, to the domestic electricity or gas supply at **your home**.
6. **Lost keys**

The loss or theft of the only available keys to **your home**, provided **you** cannot replace them to gain access
7. **Vermin infestation**

**Vermin** causing damage to the inside of **your home** or posing a health risk to **you**.
8. **Alternative accommodation**

**Your** overnight accommodation costs, including transport to the accommodation, following a **home emergency** which makes **your home** unsafe, insecure or uncomfortable to stay in overnight.
9. **Roof damage**

Damage to the roof of **your home**, which has resulted, or is likely to result, in damage to the **home**.

## Section exclusions

The exclusions shown below apply to all covers in this section of the **policy**.

The **insurer** will not cover:

1. **Costs without our agreement** **emergency costs** incurred without **our** agreement.
2. **Events at the start of the policy** any **home emergency** occurring within the first 48 hours of the cover starting under this section of the **policy** if **you** purchase it at a different time from any other related section.
3. **Prior events** the consequences of anything that happened or existed before the start of the **policy period** and that **you** knew or ought to have known would lead to a claim under this section of the **policy**.

## Home Emergency

- 4. Non-availability** **emergency costs** if no one is available at the **home** when the **contractor** arrives.
- 5. Deliberate acts, interference and faulty workmanship** any **home emergency** arising due to any:
  - a. deliberate or negligent act or omission;
  - b. interference from a third party; or
  - c. faulty workmanship that does not comply with recognised industry standards or the manufacturer's instructions.
- 6. Specific heating systems** any **home emergency** arising due to any:
  - a. warm air or solar heating system; or
  - b. boiler with an output greater than 60 KW/hr.
- 7. Other damage** the costs of making any permanent repairs, including redecoration or making good the fabric of **your home**:
  - a. once the **home emergency** has been resolved;
  - b. arising from damage caused:
    - i. in the course of repair;
    - ii. while investigating the cause of the **home emergency**; or
    - iii. in gaining access to **your home**.
- 8. Interruption of services** any loss or costs arising from an interruption, failure or disconnection of the mains electricity, mains gas or mains water supply to the **home**.
- 9. Worn out parts** the cost of replacing any parts that suffer damage or gradual deterioration over time, such as dripping taps, washers or discs in tank pipes or taps.
- 10. Garages and outbuildings** any **home emergency** in or due to **your** garage, outbuildings, boundary walls, fences, hedges, cess pits, fuel tanks or septic tanks. This does not apply to a **central heating boiler** located in a connecting garage.
- 11. Unoccupancy** any **home emergency** if **your home** has been left unoccupied for the 30 days immediately before the incident.
- 12. Items under warranty** any loss or costs arising from any goods or materials covered under a manufacturer's, supplier's or installer's warranty.
- 13. Design or installation fault** any **home emergency** arising from the failure of equipment or facilities which:
  - a. have not been installed, maintained or serviced in accordance with legal requirements or the manufacturer's instructions; or
  - b. is caused by a design fault which makes them inadequate or unfit for use.
- 14. Subsidence** any **home emergency** arising from **subsidence, landslip or heave**, as defined in the Home section of this **policy**.
- 15. Rented property** any **home emergency** arising to any part of **your home** that is let or rented out to someone else.
- 16. Freezing pipes** any **home emergency** arising from the blockage of supply or waste pipes to the **home** due to freezing weather conditions.
- 17. Pressure waves** pressure waves from aircraft or other aerial device travelling at sonic or supersonic speed.

## 18. Acts of terrorism

any **home emergency** arising from **terrorism** or any action taken to control, suppress or prevent **terrorism**. If **the insurer** asserts that this exclusion applies, the burden of proving that this exclusion does not apply will be on **you**.

## Paying claims

The conditions below set out how **we** will deal with covered claims.

### 1. Your responsibilities

**You** must:

- a. tell **us** as soon as possible after becoming aware of a **home emergency**;
- b. not do anything to hinder the **contractor**;
- c. tell **us** as soon as possible about anything that might materially affect **our** assessment of the claim;
- d. cooperate fully with **us** and the **contractor**;
- e. provide **us** with everything **we** need to handle the claim;
- f. take reasonable steps to recover any **emergency costs** and, where **you** do, pay them to the **insurer**;
- g. take reasonable steps to keep **emergency costs** as low as possible;
- h. take reasonable steps to prevent anything happening that might result in a **home emergency**; and
- i. allow **us** at any time to take over conduct and control of any claim, proceedings or investigation, in **your** name.
- j. where **you** are claiming alternative accommodation costs, obtain **our** authority to incur costs before booking somewhere to stay. **You** will have to pay the accommodation costs when **you** check out and send the receipt to **us** for reimbursement.

### 2. Consent

**You** must have **our** prior agreement to incur any **emergency costs**. The **insurer** will not cover any costs that have been incurred without **our** prior agreement.

### 3. Settlement

**You** must not settle the **contractor's** invoice or agree to pay any **emergency costs** without **our** prior agreement.