

magenta
prestige



YOUR POLICY WORDING



magenta
insurance

CUSTOMER SERVICE

Welcome to **your** "magenta:prestige" **policy**.

Thank **you** for choosing magenta insurance to insure with.

We know how important it is to have peace of mind when it comes to protecting **your home** and treasured possessions, so as a valued customer **we** are determined to make insuring with **us** as easy and problem free as possible. In the unfortunate event that **you** have to make a claim, **our** providers offer an exceptional service.

This policy wording provides all the details about **your** insurance with **us** and should be read in conjunction with **your schedule**, any **endorsements** and the information **you** provided to **us** when applying for this insurance and/or advised to **us** subsequently.

This document sets out the conditions of the contract of insurance between **you** and **us**. **You** should keep it in a safe place. Please read the whole document carefully. It is arranged in different sections and it is important that:

- **You** are clear which sections **you** have requested and want to be included;
- **You** understand what each section covers and does not cover;
- **You** understand **your** own duties under each section and under the insurance contract as a whole.

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). Please note that calls may be recorded for training and monitoring purposes. 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**.

USEFUL TELEPHONE NUMBERS

Making a claim

Please refer to the policy **schedule** for full details on how to contact a claims handler. See page 11 for more details.

Please contact and quote **your** policy number.

Legal Helpline – 0330 303 1961

Home Emergency – 0330 303 1960

Please have as much information as possible to hand including **your** policy number, to enable **us** to assist **you** as quickly as possible.

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:prestige”, please refer to the complaints procedure shown on **your schedule**.

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

Continuous renewal

Your “magenta:prestige” **policy** is valid for a 12 month period from the inception date (as shown on 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 payment is already being made by Direct Debit, cover will continue at the terms invited, unless prior to 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.

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THE CONTRACT OF INSURANCE

Thank **you** for choosing “magenta:prestige”.

Please read the **policy** and **schedule** carefully.

Cover under “magenta:prestige” 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 contained in or endorsed on this **policy**, against loss or damage **you** sustain or legal liability **you** incur for incidents happening during the period shown in the **schedule**.

The policy wording, the **schedule** and any **endorsements** will form a legally binding contract of insurance between **you** and **us**. The contract does not give or intend to give rights to anyone else. No-one else has the right to enforce any part of this contract.

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 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 to 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.

The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law. Any enquiry should be addressed in the first instance to magenta insurance.

This insurance has been arranged for **you** by magenta insurance. The **policy** is underwritten by the insurer(s) shown in the **schedule**. Details of how to make a claim are shown in the **schedule**. magenta insurance is a trading name of inet3 Limited who are authorised and regulated by the Financial Conduct Authority (FCA) under firm reference number 303982. **You** can check this on the FCA website, www.fca.org.uk/register or by calling 0300 500 8082.

This insurance will be accepted under a binding authority from the insurer(s), whereby underwriting authority has been granted to magenta insurance.

We trust that **you** are happy with the level of cover provided by “magenta:prestige”, however, **you** have the right to cancel “magenta:prestige” from the inception date without giving any reasons, providing **your** instruction is submitted within 14 days of receiving the policy. In this event, please contact magenta insurance who will refund **your** premium in full. This refund is subject to no incidents having occurred, which give rise to a claim.

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

Signed for and on behalf of the insurer,



David Reid.
Chief Executive

DEFINITIONS

Wherever a word is in bold type, it takes a specific meaning from **our policy** definitions. These definitions are applicable in section one to five of this insurance only. Please ensure **you** have read and fully understand the following definitions.

Antiques and works of art

Individual items, collections and sets of particular value due to their age, style, artistic merit or collectability including furniture, paintings, drawings, china, glass, porcelain, sculptures, rugs, tapestries, clocks and barometers which belong to **you** or for which **you** are legally responsible.

Bodily injury

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

Buildings

The following which belong to **you** or for which **you** are legally responsible for, within the **premises** named in the **schedule**:

- The **home**, its decorations and **tenants improvements**;
- Fixtures and fittings attached to the **home** (including radio and television aerials, satellite dishes, their fittings and masts);
- Underground service pipes and cables, sewers, drains and septic tanks; and
- Permanently installed lighting, swimming pools, tennis courts, driveways, footpaths, patios and terraces, walls, gates, fences, hedges, fixed fuel tanks, professionally and permanently installed hot tubs, solar panels and wind turbines;

Which are all used for domestic purposes only.

Business

Any full or part time clerical profession carried out at, or from an office in **your home**.

Business contents

Furniture and equipment, stationery, office supplies, software, records and documents in the **home** which belong to **you** or for which **you** are legally responsible, used in the course of **business**.

Contents

Household goods and personal possessions, which belong to **you** or for which **you** are legally responsible, normally kept within the **home**, including carpets, furnishings, refrigerated, frozen and other food and drink, metered water, gas and domestic heating oil, tenants' fixtures and fittings, radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home** and the personal property of members of **your** household in full-time education whilst away from **your home**. Quad bikes that are 50cc or less, golf buggies or trailers and electric wheelchairs. Dinghies rowing boats or sailboards which are less than 15 feet in length.

Contents does not include:

- Motor vehicles, caravans or their accessories other than stated above;
- Any animal, plant or tree;
- Aircraft;
- Watercraft other than stated above;
- Any part of the **buildings**;
- Any property held or used for **business** purposes other than **business contents**; or
- Any property insured under any other insurance.

Credit cards

Credit cards, charge cards, debit cards, and cheque guarantee cards.

Domestic staff

Any person employed by **you** under a contract of service which is solely for private domestic duties excluding any employee involved in demolition, alterations, extensions or renovations to any part of the **home**.

Endorsement

A change in the terms and conditions of this insurance.

Excess(es)

The first amount(s) of any claim, as shown on page 12 unless stated otherwise on **your schedule**, that **we** will deduct from any claims settlement **we** make.

Heave

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

Home

The private dwelling built of **standard construction** and any garage(s) and outbuilding(s) used for domestic purposes at the **premises**. **We** will treat each **home** included under this insurance as if separately insured.

DEFINITIONS *continued*

Landslip

Downward movement of sloping ground.

Money

All of the following held or used for private purposes:

- Current legal tender, cheques, postal and money orders.
- Postage stamps not forming part of a stamp collection.
- Savings stamps and savings certificates, travellers' cheques.
- Premium bonds, luncheon vouchers and gift tokens.
- Travel and seasonal tickets.

Period of insurance

The length of time for which this insurance is in force, as shown in the **schedule** and for which **you** have paid and **we** have accepted a premium.

Policy

This policy wording, the **schedule** and any applicable **endorsements**.

Premises

The address which is named in the **schedule**.

Precious metals

Silverware, tableware, trays, trophies and similar household articles (but excluding **valuables**) that are made of gold, gold plate, silver, silver plate, pewter or platinum owned by **you** or for which **you** are legally responsible.

Sanitary ware

Washbasins, sinks, bidets, lavatory pans, cisterns, shower trays, shower screens, baths and bath panels.

Schedule

The **schedule** is part of this insurance and contains details of **you**, the **premises**, the sums insured, the **period of insurance** and the sections of this insurance and any **endorsements** which apply.

Settlement

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

Standard construction

Buildings built of (unless **we** describe it differently on the statement of insurance or **schedule**) brick, stone or concrete (but not prefabricated walls or panels), with a slate, tile, concrete or felt roof. Unless shown differently on the statement of insurance, no more than 30% of the roof area may be flat and covered with felt.

Subsidence

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

Tenants improvements

Alterations and decorations, which have been made by **you** or a previous occupier that **you** are responsible for and are not insured under any other insurance.

United Kingdom

England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands.

Unoccupied

The **home** has not been lived in for 60 days in a row by **you**. Visits to check on **your home** do not constitute it being lived in.

Valuables

Jewellery, watches, furs and guns all belonging to **you** or for which **you** are legally responsible.

We, us or our

The insurer named on the **schedule**, who has insured **you** under this contract. 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 or insured

The person or people named in the **schedule** and all members of their family, including **your domestic staff** who permanently live in the **home**.

GENERAL CONDITIONS

These conditions are applicable in section one to five of this insurance only. Please ensure **you** have read and fully understand the following conditions.

1. Reasonable Care

You must keep **your home** 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** as soon as reasonably practicable and take all reasonable steps to reduce the costs of these proceedings.

You must make sure that all forms of protection provided for the security of the **home** including all locks and alarm systems, are kept in working order and are working whenever **you** are not living in the **premises**. If **you** do not comply with this, **we** will not pay a claim for loss or damage resulting from illegal entry or exit.

2. Telling us about a change

You must tell **us** as soon as possible about any changes in the information **you** have provided to **us** which is recorded in the statement of insurance **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.

You must tell **us** about the following if **you**:

- Plan to carry out works at the **premises** which are expected to cost more than £75,000 to extend, renovate, build or demolish any part of the **buildings**, or before **you** enter into any contract works;
- Change how the **home** is used;
- Are convicted or have a prosecution pending for any offence (other than motoring); or
- Leave the **home unoccupied**.

3. Cancellation condition

If you wish to cancel this policy – Your right to change your mind

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, 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 of £25.

We can cancel this insurance by giving **you** 30 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;
- 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; or
- **Your** failure to take reasonable care of the **premises**.

GENERAL CONDITIONS *continued*

4. Financial Services Compensation Scheme (FSCS)

As **we** are members of the Financial Services Compensation Scheme (FSCS), **you** may be entitled to compensation under the scheme if **we** are unable to meet **our** obligations under this contract. If **you** are entitled to compensation under the scheme, how much compensation **you** would receive would depend on the nature of this contract. **You** can get more information about the scheme from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU) and on their website at www.fscs.org.uk.

5. Third Parties

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. Choice of Law

This **policy** is written in English and all communications about it will be in English. Unless **we** have agreed otherwise with **you**, this contract is governed by English law.

7. 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**.

8. Several Liability Clause

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

GENERAL EXCLUSIONS

These exclusions are applicable in section one to five of this insurance only. Please ensure **you** have read and fully understand the following exclusions.

This insurance is designed to protect **your home** 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. War Exclusion

War, invasion, acts of foreign enemies, hostilities (whether war be 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.

2. Sonic booms

Pressure waves from aircraft and other airborne devices travelling at sonic or supersonic speeds.

3. Radioactive Contamination and Nuclear Assemblies Exclusion

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.

4. Seizure or Confiscation

Seizure, confiscation, destruction or detention or attempts thereof by order of the Government or any public authority.

5. Electronic Data Exclusion Clause

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.

6. 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.

7. Existing and Deliberate Damage

Loss or damage:

- a) Occurring before cover starts or arising from an event before cover starts;
- b) Caused deliberately by **you** or any member of **your home**.

8. Loss of Value

Any reduction in value of the property insured following repair or replacement paid for under this contract of insurance.

9. 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.

GENERAL EXCLUSIONS *continued*

10. 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.

11. Indirect Loss

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.

12. Loss by deception

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

13. Financial Sanctions Clause

We shall not provide any benefit under this **policy** to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

14. Other Insurance

If **you** make a claim under this **policy** and **you** were covered for the same loss, damage, or liability by any other insurance, **we** will only pay **our** share of the claim.

CLAIMS 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.

You must keep the sums insured at a level which represents the full value of the **premises**. Full value should represent the following:

- For **buildings** - The full rebuilding cost including removal of debris and professional fees.
- For **contents** - The current cost as new.
- For **antiques and works of art, valuables, precious metals** - The current market value.

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

- **You** must provide notice as soon as reasonably practicable, 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 home**.
- **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 practicable 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.
- **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**.
- **We** will only ask for information relevant to **your** claim.

HOW TO MAKE A CLAIM

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

- Check **your** policy wording 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 practicable, 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 Family Legal Expenses and Home Emergency claims. Please refer to Sections 6 and 7 respectively for details.

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. Fraudulent claims

2.1 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.

2.2 If **we** exercise **our** right under clause (2.1)(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 **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.

3. 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.

4. 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**.

5. Sum insured

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

6. 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.

7. Excess

Unless otherwise stated on **your schedule**, the following **excesses** apply for each and every loss:

- £250 **excess** applies, other than in respect of **subsidence, landslip or heave**, where £1,000 **excess** applies.
- If a claim is more than £15,000, **we** will not take off any **excess** unless **you** have chosen a voluntary **excess** or **we** have applied a compulsory **excess** as shown in **your schedule**.
- If **you** claim for the same incident under more than one section and an **excess** is shown under more than one section, **we** will only apply the **excess** once.

SETTLING CLAIMS – SECTION 1 – BUILDINGS AND TENANTS IMPROVEMENTS

1. How we deal with your claim

We will pay **you** 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 as soon as reasonably practicable); and
- **Your buildings** are in a good state of repair.

If the loss or damage relating 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 **home** 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. Proportional remedy

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.

6. Valuations

Where **we** have seen and approved an independent professional valuation for **your home** carried out within the last five years and **you** have instructed **us** to amend **your** sums insured to reflect this valuation, **we** will pay for the cost of rebuilding or repairing damage that is covered under this section.

We will only do this if **you** tell **us** about any additions, alterations or improvements **you** have made since the valuation was carried out and **you** have instructed **us** to amend **your** sums insured to take into account these changes. **We** will not offer this cover if **your home** is grade I, grade II* or grade A listed property.

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 to replace all the **contents** (excluding clothes, camping equipment, household linen and pedal cycles) in the **home** 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; and
- Pedal cycles;

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

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. Proportional remedy

If, at the time of any loss of damage, the **contents** sum insured is not enough to replace the entire **contents** of **your premises** 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 home** 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. Pairs and sets

Following loss or damage to a pair, set or part of a larger unit underwriters will pay at their option, less any **excess** applying, whichever is the lesser:

- a) The cost of repairing the damaged item to its condition immediately prior to the loss;
- b) The cost to replace it; or
- c) The cost to make up the difference between the market value immediately before and after the loss.

We will not pay the cost of replacing or repairing any undamaged parts which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part. However, when repair is not possible or replacements cannot be matched, at **our** option **we** will either pay up to 50% toward the full cost of replacing the remaining and/or undamaged parts or, if at **our** request **you** send the remaining or undamaged portion or the part, set or unit to **us** and **we** agree to accept, **we** will pay **you** the full replacement cost of the entire pair, set or unit less any **excess** applying.

SETTLING CLAIMS – SECTION 3 - VALUABLES, ANTIQUES AND WORKS OF ART, AND PRECIOUS METALS

How we deal with your claim;

1. Valuables

We will at our option, repair replace or pay for any item that is lost or damaged. Where you have a professional valuation, carried out within the last three years, which has been approved by us for a specified item (and which is specified for the correct value), we will pay the cost of replacement or repairing any damage up to 150% of the item's specified value.

2. Precious metals, antiques and works of art

In the event of partial loss or damage, we will pay all costs and expenses you have necessarily incurred, with our consent, in restoring the item(s) damaged plus any resulting depreciation in value but not more than the sum insured for the damaged item(s). In the event of total loss or destruction of item(s), we will pay the sum insured for such item(s) or their market value at the time of loss, whichever is the less. Where you have a professional valuation, carried out within the last three years, which has been approved by us for a specified item (and which is specified for the correct value), we will pay the cost of replacement or repairing any damage up to 150% of the item's specified value.

3. Proof of ownership

In settling claims for loss or damage to any item of jewellery or any watch valued £10,000 or more (unless stated otherwise in your schedule), you must provide us with the original purchase receipt or a written valuation, which is less than five years old, from a professional valuer.

In settling claims for loss or damage to any item of art or antiques valued £25,000 or more (unless stated otherwise in your schedule), 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.

4. Valuations

Where you have a professional valuation, carried out within the last three years, which has been approved by us and the sums insured reflect this, taking into consideration an amount for index linking, we will pay the cost of replacement or repair for damage up to 150% of the sum insured mentioned within the valuation. We will deduct the applicable excess from the agreed settlement of your claim as shown in your schedule.

5. Pairs and sets

Following loss or damage to a pair, set or part of a larger unit underwriters will pay at their option, less any excess applying, whichever is the lesser:

- a) The cost of repairing the damaged item to its condition immediately prior to the loss;
- b) The cost to replace it; or
- c) The cost to make up the difference between the market value immediately before and after the loss.

We will not pay the cost of replacing or repairing any undamaged parts which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part. However, when repair is not possible or replacements cannot be matched, at our option we will either pay up to 50% toward the full cost of replacing the remaining and/or undamaged parts or, if at our request you send the remaining or undamaged portion or the part, set or unit to us and we agree to accept, we will pay you the full replacement cost of the entire pair, set or unit less any excess applying.

6. Proportional remedy

If, at the time of any loss of damage, the sum insured for valuables, antiques and works of art, and precious metals is not enough to replace the entire valuables, antiques and works of art, and precious metals of your premises 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 sum insured was enough to replace the entire amount of valuables, antiques and works of art, and precious metals of your home 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.

SECTION 1 – BUILDINGS AND TENANTS IMPROVEMENTS: WHAT IS INSURED?

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

What is covered:

This insurance covers the **buildings** or **tenant's improvements** up to the amount stated in **your schedule** against loss or damage which happens during the **period of insurance**.

ADDITIONAL BENEFITS INCLUDED WITH BUILDINGS AND TENANTS IMPROVEMENTS

What is covered:	What is not covered:
<p>1. Loss of rent or cost of alternative accommodation. We will pay for the extra costs of using other accommodation, for you and your domestic animals, as similar to your existing accommodation as possible, which you have to pay while the buildings cannot be lived in following loss or damage that is covered by this section.</p> <p>We will pay for loss of rent due to you and ground rent payable to you which you cannot recover.</p> <p>We will pay for the extra costs for up to 30 days of other accommodation for you and your domestic animals, as similar to your existing accommodation as possible, due to a local or police authority preventing you from living in your home because of loss or damage to a neighbouring property.</p>	<ul style="list-style-type: none"> • If you claim for costs of other accommodation under this Section, (Buildings and tenant's improvements) and Section Two, (Contents), we will only pay for costs of other accommodation for a period of up to 36 months in total. • We will not pay this benefit for more than 36 months. • We will not pay for any loss or rent payable after the property is reinstated and ready for habitation.
<p>2. Trace and access. We will pay for the costs during the period of insurance, for which you have to pay for finding the source of any water or oil which has escaped from any fixed tanks, apparatus, pipes or any fixed domestic heating installation within your home and outside your home but within the premises.</p>	<ul style="list-style-type: none"> • We will not pay more than £50,000 for any one claim occurring outside the home.
<p>3. Increased metered water charges. We will pay for increased metered water charges you have to pay after water escapes, which gives rise to a claim we accept under this section.</p>	<ul style="list-style-type: none"> • We will not pay more than £25,000 during the period of insurance. • If you claim for loss under this Section, (Buildings and tenant's improvements) and Section Two, (Contents) we will only pay up to £25,000 in total during the period of insurance. • We will not pay for any loss or damage occurring whilst the home is unoccupied.
<p>4. Garden Damage. We will pay for the costs you have to pay to restore your garden following loss or damage by fire, lightning, explosion, earthquake, aircraft and other flying devices, theft or attempted theft, or damage caused by vandalism or malicious acts or the emergency services.</p>	<ul style="list-style-type: none"> • We will not pay more than £2,500 to remove or replace any one tree, shrub or plant. • We will not pay more than 10% of the buildings sum insured in any one period of insurance.
<p>5. Sale of the Property. Anyone buying your home will have the benefit of this section until the sale is completed or the insurance ends, whichever is sooner.</p>	<ul style="list-style-type: none"> • We will not pay if the buildings are insured under any other insurance.
<p>6. Architects and Surveyors Costs. We will pay for Expenses you have to pay following loss or damage to the buildings which is covered under this section and which we have agreed in writing for:</p> <ul style="list-style-type: none"> • architects', surveyors', consulting engineers', land agents' and legal fees; • the cost of removing debris and making the buildings safe; and • costs you have to pay to keep to any government or local authority requirements. 	<ul style="list-style-type: none"> • We will not pay for the costs of preparing a claim or an estimate of loss or damage, and for any costs if government or local authority requirements have been served on you before the loss or damage.

ADDITIONAL BENEFITS INCLUDED WITH BUILDINGS AND TENANTS IMPROVEMENTS *continued*

What is covered:	What is not covered:
<p>7. New Fixtures and Fittings. We will pay for loss or damage to new fixtures and fittings, fitted furniture and fitted appliances within the home which are waiting to be installed.</p>	<ul style="list-style-type: none"> • We will not pay more than 25% of the buildings sum insured for any one claim. • We will only make payment as long as you let us know about the fixtures and fitting within 21 days of delivery. • We will not pay for any loss or damage caused during installation. • We will not pay for property left in the open.
<p>8. Preventative Measures. We will pay towards costs for upgrading your alarm and security systems following a physical criminal assault on you at the home.</p> <p>In addition, we will also pay for professional private counselling fees following a physical criminal assault on you at the home.</p>	<ul style="list-style-type: none"> • We will not pay more than £15,000 in any one period of insurance. • We will only pay for costs that we have agreed in writing. • We will pay up to £2,500 for professional private counselling fees for any one claim.
<p>9. Home Alteration. We will pay towards essential alterations to the home following an identifiable, permanent physical injury to you caused by a sudden and unexpected accident happening within the home.</p>	<ul style="list-style-type: none"> • We will only pay for costs that we have agreed in writing. • We will not pay more than £25,000 in any one period of insurance. • We will not pay for any incident resultant from a domestic dispute.
<p>10. Temporary Removal. We will pay for costs following loss or damage that is covered under this Section in any one period of insurance to permanent fixtures removed from the buildings for up to 60 days for repair, restoration or safekeeping.</p>	<ul style="list-style-type: none"> • We will not pay more than 10% of the buildings sum insured or exceeding £50,000, whichever is higher for any one claim. • We will not pay for loss or damage to any item of fixtures being transported unless they are suitably packed and secured, given the nature of the item and how they are being transported.
<p>11. Medical Emergency. We will pay the cost of repairing your home as a result of loss or damage following forcible entry to your home to attend a medical emergency.</p>	<ul style="list-style-type: none"> • We will not pay more than £2,500 for any one claim.
<p>12. Loss Prevention. Following loss or damage caused by escape of water, fire or flood that is covered by this section and we have agreed to pay more than £10,000, we will pay towards the costs of improvements intended to mitigate or prevent a similar future loss.</p>	<ul style="list-style-type: none"> • We will not pay more than £5,000 for any one claim.

EXCLUSIONS APPLICABLE TO THIS SECTION

What is not covered under this section:

We will not pay for:

- A. Loss or damage caused by or arising from:
 - 1. Warping, shrinking or normal **settlement** or collapse;
 - 2. Moth, vermin, wear and tear, infestation, corrosion, damp, wet or dry rot, mould or anything which happens gradually;
 - 3. Misuse or faulty design, workmanship or materials;
 - 4. Dryness, dampness, extremes of temperature or exposure to light;
 - 5. **Your** domestic animals chewing, scratching, tearing or fouling; or
 - 6. Pollution or contamination of any kind other than as a result of oil escaping from a fixed domestic heating installation at the **premises**.
- B. The cost of general maintenance, electrical or mechanical faults or breakdown.
- C. Loss or damage caused by storm, flood or weight of snow to gates, fences and hedges.
- D. Loss or damage caused by frost other than to fixed water tanks, apparatus or pipes.
- E. Loss or damage while the **buildings** are **unoccupied** unless the loss or damage is caused by:
 - 1. Fire, lightning, explosion or earthquake;
 - 2. Aircraft and other flying devices or items dropped from them;
 - 3. Storm, flood or weight of snow;
 - 4. Any vehicle or animal hitting the **buildings**; or
 - 5. **Subsidence** or **heave** of the site upon which the **buildings** stand or **landslip**.
- F. Loss or damage caused by **subsidence** or **heave** of the site on which the **buildings** stand or **landslip**:
 - 1. To domestic fixed fuel tanks, swimming pools, tennis courts, driveways, patios and terraces, walls, gates, fences and hedges, permanently-installed hot tubs and wind turbines unless the **premises** is also affected at the same time by the same event;
 - 2. To solid floors, unless the walls of the **premises** are damaged at the same time by the same event;
 - 3. If compensation has been provided for (or would have been if it wasn't for this insurance) under any contract or guarantee or by law;
 - 4. While the **buildings** are undergoing any demolition, alteration, extension or repairs;
 - 5. Due to faulty design, specification, workmanship or materials; or
 - 6. As a result of the coast or riverbank wearing away.

SECTION 2 – CONTENTS: WHAT IS INSURED?

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

What is covered:

This insurance covers the **contents** for loss or damage while at the **home** and, as long as these are not already insured, while they are temporarily away from the **home** anywhere in the world.

ADDITIONAL BENEFITS INCLUDED WITH CONTENTS

What is covered:	What is not covered:
<p>1. Loss of rent or cost of alternative accommodation. We will pay for the extra costs of using other accommodation, for you and your domestic animals, as similar to your existing accommodation as possible, which you have to pay while the buildings cannot be lived in following loss or damage that is covered by this section.</p> <p>We will pay for loss of rent due to you and ground rent payable to you which you cannot recover.</p> <p>We will pay for the extra costs for up to 30 days of other accommodation for you and your domestic animals, as similar to your existing accommodation as possible, due to a local or police authority preventing you from living in your home because of loss or damage to a neighbouring property.</p>	<ul style="list-style-type: none"> • If you claim for costs of other accommodation under this Section, (Contents), or Section One (Buildings and tenant's improvements), we will only pay for costs of other accommodation for a period of up to 36 months in total. • We will not pay this benefit for more than 36 months. • We will not pay for any loss or rent payable after the property is reinstated and ready for habitation.
<p>2. Accidental Breakage. We will pay for the costs for accidental breakage of: <ul style="list-style-type: none"> • fixed glass and double glazing; and • sanitary ware forming part of the buildings; which you are legally responsible for as a tenant and do not have other insurance for. </p>	
<p>3. Increased Business Costs. We will pay for increased costs for carrying on your business caused only by the following: <ul style="list-style-type: none"> • loss or damage to your buildings or business contents which is covered under this insurance; or • accidental failure in the supply of gas, water, electricity or telephone service to your home for more than 72 consecutive hours during the period of insurance. <p>Cover will start from the date on which the loss or damage happens or the service interruption starts. It will continue until you are able to start work at your home again.</p> <p>The amount we pay will be the extra necessary and costs you have to pay to continue your business, less any savings which result from the reduced costs and expenses during the time your work is interrupted.</p> </p>	<ul style="list-style-type: none"> • We will not pay this benefit for more than 12 months. • We will not pay more than £25,000 in any one period of insurance.
<p>4. Cover for Gifts. We will pay for wedding, anniversary, birthday, religious or other celebration gifts bought by you but not yet given. </p>	<ul style="list-style-type: none"> • We will not pay more than £25,000 during the period of insurance. • We will not pay more than £5,000 for any one item, pair or set.
<p>5. New Purchases. We will pay for new items you have purchased but which you have not told us about yet for up to 60 days since you purchased the items. </p>	<ul style="list-style-type: none"> • We will not pay more than 25% of the contents sum insured for any one claim.

ADDITIONAL BENEFITS INCLUDED WITH CONTENTS *continued*

What is covered:	What is not covered:
<p>6. Locks and Keys. We will pay for costs you have to pay for replacing locks to safes, alarms and outside doors and windows in the home following theft or loss of keys.</p>	
<p>7. Increased Metered Water Charges. We will pay for increased metered water charges you have to pay after water escapes, which gives rise to a claim we accept under this section.</p>	<ul style="list-style-type: none"> • We will not pay more than £25,000 during the period of insurance. • If you claim for loss under this Section, (Contents) and Section One, (Buildings and Tenants Improvements) we will only pay up to £25,000 in total during the period of insurance. • We will not pay for any loss or damage occurring whilst the home is unoccupied.
<p>8. Property of Guests. We will pay for loss or damage to personal property of guests whilst at the home.</p>	<ul style="list-style-type: none"> • We will not pay more than £5,000 per person and no more than £750 per item, pair or set. • We will not pay for loss or damage which we specifically exclude elsewhere under this section. • We will not pay for loss or damage that occurs away from the home.
<p>9. Property of Staff. We will pay for loss or damage to personal property of non-live in domestic staff whilst at the home.</p>	<ul style="list-style-type: none"> • We will not pay more than £2,500 per person and no more than £750 per item, pair or set. • We will not pay for loss or damage which we specifically exclude elsewhere under this section. We will not pay for loss or damage that occurs away from the home.
<p>10. Marquees Cover. We will pay for loss or damage to marquees and associated equipment, which are being temporarily loaned to you and for which you are responsible, while at the premises.</p>	<ul style="list-style-type: none"> • We will not pay more than £30,000 during any one period of insurance. • We will not pay for any loss or damage caused by you failing to keep to manufacturers or owners written instructions. • We will not pay if there is a more specific insurance in place.
<p>11. Nursing Home Cover. We will pay for loss or damage to the belongings of your parents or grandparents who are living in a residential nursing or care home.</p>	<ul style="list-style-type: none"> • We will not pay more than £7,500 during any one period of insurance.
<p>12. Fatal Injury. We will pay you or your estate;</p> <ul style="list-style-type: none"> • £125,000 for each insured person 16 years of age and over, and • £5,000 for each person under 16 years at the time of their death. <p>Following fatal injury to you caused by fire at the premises or assault elsewhere within the United Kingdom provided that death ensues within twelve months of injury.</p>	
<p>13. Reward. We will pay anyone other than you, your family or the Police for information which leads to the arrest and subsequent conviction of any person(s) who commits an illegal act which results in an admissible claim under this Section.</p>	<ul style="list-style-type: none"> • We will not pay more than £10,000 for any one claim.

EXCLUSIONS APPLICABLE TO THIS SECTION

Limits for certain **contents**:

- **We** will pay up to £25,000 for garden furniture, permanently fixed statues and ornaments and other similar items which are normally kept outdoors and garden machinery, while in the open but within the **premises**. This does not apply to radio and television aerials, satellite dishes and their fittings and masts which are attached to the **home**.

Unless otherwise stated in the **schedule**, **we** will pay up to:

- £10,000 for **money**.
- £35,000 for **credit cards**, but **we** will only pay amounts **you** legally have to pay, as a result of unauthorised use, after the cards have been lost or stolen. However, **you** must keep to all the terms and conditions under which the **credit cards** were issued.
- £10,000 for deeds and registered bonds and other personal documents.
- £5,000 for stamps or coins forming part of a collection.
- £10,000 for **precious metals**.
- £10,000 for **valuables**.
- £25,000 for **antiques and works of art**.
- £12,500 for quad bikes, golf buggies and trailers.
- £10,000 for dinghies, rowing boats or sailboards
- £10,000 for domestic fuel in fixed tanks.
- £10,000 for computer software (including the cost of restoring computer files, and digital media).
- £50,000 for unfixed building materials stored within the **home**.

What is not covered under this section:

We will not pay for:

- A. Loss or damage caused by or arising from:
 1. Moth, vermin, wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or anything which happens gradually;
 2. Misuse or faulty design, workmanship or materials;
 3. Dryness, dampness, extremes of temperature or exposure to light;
 4. **Your** domestic animals chewing, scratching, tearing or fouling;
 5. Dyeing, cleaning, repairing, renovating, restoration or being worked on; or
 6. Pollution or contamination of any kind.
- B. The cost of general maintenance.
- C. Loss or damage caused by mechanical or electrical faults or breakdown.
- D. Loss or damage caused by **subsidence** or **heave** of the site upon which the **buildings** stand or **landslip**:
 1. To solid floors, unless the walls of the **premises** are damaged at the same time by the same event;
 2. If compensation has been provided (or would have been, if it was not for this insurance), under any contract or guarantee or by law;
 3. While the **buildings** are undergoing any demolition, alteration, extension or repairs;
 4. Due to faulty design, workmanship or materials;
 5. As a result of the coast or riverbank wearing away; or
 6. To landlord's fixtures and fittings.
- E. Loss or damage which **we** specifically exclude elsewhere under this section.
- F. Loss or damage to any item being transported, unless it is suitably packed and secured, given the nature of the item and how it is transported.
- G. Loss or damage caused by fire, lightning or explosion to the **buildings** other than to the landlord's fixtures and fittings for which **you** are legally responsible for.
- H. Loss or damage while the **buildings** are **unoccupied** unless the loss or damage is caused by:
 1. Fire, lightning, explosion or earthquake;
 2. Aircraft and other flying devices or items dropped from them;
 3. Storm, flood or weight of snow;
 4. Any vehicle or animal hitting the **buildings**; or
 5. **Subsidence** or **heave** of the site upon which the **buildings** stand or **landslip**.

SECTION 3 – VALUABLES, ANTIQUES AND WORKS OF ART, AND PRECIOUS METALS

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

What is covered:

- A. **Valuables** listed in the **schedule** against loss or damage anywhere in the world;
- B. **Antiques and works of art** listed in the **schedule** and **precious metals** listed in the **schedule** against loss or damage within the **home** and, as long as these are not already insured, while they are temporarily away from the **home** anywhere in the world.

ADDITIONAL BENEFITS INCLUDED WITH VALUABLES, ANTIQUES AND WORKS OF ART, AND PRECIOUS METALS

What is covered:	What is not covered:
<p>1. New purchases We will cover new items you have bought but which you have not told us about under this section for valuables, precious metals and antiques and works of art for up to 60 days since you purchased the items.</p>	<ul style="list-style-type: none"> • We will not pay more than 25% of the sum insured for any one claim.
<p>2. Death of an Artist. We will automatically increase the insured value of any item listed in the specification for antiques and works of art by up to 200% if the artist dies during the period of insurance.</p>	<ul style="list-style-type: none"> • We will only do this for the 6 months immediately following the death of that artist provided you are able to provide an independent professional valuation or purchase receipt which is less than three years old at the time of any loss or damage and proof of increased value. • We will not pay more than £100,000 in any one period of insurance.
<p>3. Defective Title. If during the period of insurance, someone claims that any item listed in the specification for antiques and works of art is not rightfully yours and you are legally obliged to return the item to its rightful owner because it is proved that you do not have good title to it, we will pay you the amount you paid for it or the value shown in the specification if this is less.</p>	<ul style="list-style-type: none"> • We will only pay you the amount if you prove that you made suitable enquiries about where the item came from before you bought it, you bought the item during the period that the antiques and works of art have been insured with us and you told us about the claim during the period of insurance. • We will not pay more than £100,000 in any one period of insurance.
<p>4. Valuables stored in a bank. Where your schedule states that valuables are insured in your bank, we agree to automatically cover them for 30 days in any one period of insurance for loss or damage whilst temporarily removed from your bank or safe deposit; whilst the valuables are being worn, or in your custody and control, or kept in a safe.</p>	<ul style="list-style-type: none"> • We will not pay more than £50,000 during the period of insurance.

EXCLUSIONS APPLICABLE TO THIS SECTION

What is not covered under this section:

We will not pay:

- A. For loss or damage caused by or arising from:
 1. Moth, vermin, wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or anything which happens gradually;
 2. Misuse or faulty design, workmanship or materials;
 3. Dryness, dampness, extremes of temperature or exposure to light;
 4. **Your** domestic animals chewing, scratching, tearing or fouling;
 5. Dyeing, cleaning, repairing, renovating, restoration or being worked on; or
 6. Pollution or contamination of any kind.
- B. For loss or damage caused by mechanical or electrical faults or breakdown.
- C. For loss or damage to any item being transported unless it is suitably packed and secured, given the nature of the item and how it is being transported.
- D. More than £25,000 in respect of any one item of **valuables** or **precious metals** or **antiques and works of art** unless otherwise stated in the **schedule**.
- E. Loss or damage while the **buildings** are **unoccupied** unless the loss or damage is caused by:
 1. Fire, lightning, explosion or earthquake;
 2. Aircraft and other flying devices or items dropped from them;
 3. Storm, flood or weight of snow;
 4. Any vehicle or animal hitting the **buildings**; or
 5. **Subsidence** or **heave** of the site upon which the **buildings** stand or **landslip**.

SECTION 4 – LEGAL LIABILITY TO THE PUBLIC

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

- If the **buildings** only are insured, **your** legal liability as owner only but not as occupier is covered under A below.
- If the **contents** only are insured, **your** legal liability as occupier only is covered under A and B below. **You** are not covered for liability as owner.
- If the **buildings** and **contents** are both insured, **your** legal liability as owner or occupier is covered under A and B below.

What is covered:

We will pay for **your** legal liability:

A) As owner or occupier for any amounts **you** become legally liable to pay as damages for **bodily injury**; or damage to property caused by an accident happening at the **premises** during the **period of insurance**, or;

B) As a private individual for any amounts **you** become legally liable to pay as damages for **bodily injury**; or damage to property caused by an accident happening anywhere in the world during the **period of insurance**.

What is also covered:

C) Unrecovered Damages

We will pay for sums which **you** have been awarded by a court in the **United Kingdom** and which still remain outstanding three months after the award has been made provided that:

1. **You** would have been able to make a successful claim under Part B of this section had the award been made against **you** rather than to **you**;
2. There is no appeal pending; and
3. **You** agree to allow **us** to enforce any right which **we** shall become entitled to upon making payment.

D) Defective Premises

We will pay for any amount **you** become legally liable to pay under section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any **home** previously owned and occupied by **you** unless **you** are entitled to payment under any other insurance, or if **you** become liable for the cost of repairing any fault or alleged fault.

EXCLUSIONS APPLICABLE TO THIS SECTION

What is not covered under this section:

We will not pay for **your** legal liability:

- A. For **bodily injury** to:
 - 1. **You**;
 - 2. Any other permanent member of the **home**; or
 - 3. Any person who at the time of sustaining such injury is engaged in **your** service.
- B. For **bodily injury** arising from any communicable disease or condition.
- C. For damage to property owned by or in the charge or control of:
 - 1. **You**;
 - 2. Any other permanent member of the **home**; or
 - 3. Any person engaged in **your** service.
- D. In Canada or the United States of America after the total period of stay in either or both countries has exceeded 60 days in the **period of insurance**.
- E. Arising out of any profession, occupation, **business** whether carried out at the **home** or not, or employment of **yours**.
- F. Which **you** have assumed under contract and which would not otherwise have attached.
- G. Arising out of any criminal or violent act to another person or property.
- H. Arising out of **your** ownership, possession or use of any:
 - 1. Motorised vehicle other than quadbikes, golf buggies, domestic gardening equipment, motorised wheelchairs or mobility scooters and motorcycles under 51cc provided that **you**, or someone acting with **your** permission, are not using them on any public road where the Road Traffic Act or similar legislation says **you** must insure them. For the vehicles listed in the exception above, **we** will not pay more than £5,000,000 for any one accident or series of accidents arising out of any event, plus the costs and expenses, which **we** have agreed in writing;
 - 2. Aircraft or watercraft other than manually operated rowing boats, punts or canoes, sailboards or dinghies under 15 feet;
 - 3. Animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs Amendment 1997, the Control of Dogs (Scotland) Act 2010 or any amending legislation; or
 - 4. Power operated lift.
- I. In respect of any kind of pollution or contamination other than:
 - 1. Caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** at the **premises** named in the **schedule**; and
 - 2. Reported to **us** not later than 30 days from the end of the **period of insurance** in which case all such pollution or contamination arising out of such accident shall be deemed to have happened at the time of such accident.
- J. Arising out of **your** ownership, occupation, possession or use of any land or building that is not within the **premises**.
- K. If **you** are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted.
- L. Arising out of any goods or products designed, constructed, manufactured, altered, repaired, serviced, treated, sold, supplied or distributed by **you**.

Limit of insurance

We will not pay more than:

- £10,000,000 in any one **period of insurance** in respect of pollution or contamination.
- £10,000,000 in any one **period of insurance** for any one accident or series of accidents arising out of any one event, other than unrecovered damages where **we** will not pay more than £5,000,000 for any one event.

SECTION 5 – ACCIDENTS TO DOMESTIC STAFF

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

What is covered:

We will pay for **your** legal liability for amounts **you** become legally liable to pay, including costs and expenses which **we** have agreed in writing, for **bodily injury** by accident happening during the **period of insurance** anywhere in the world to **your domestic staff** employed in connection with the **premises** shown in the **schedule**.

EXCLUSIONS APPLICABLE TO THIS SECTION

What is not covered under this section:

We will not pay:

- For **your** legal liability; or
- For **bodily injury** arising;
 - a. From the use of any vehicle outside the **premises**.
 - b. From any vehicle used for racing, pace making or speed testing.
 - c. From any communicable disease or condition.
 - d. In Canada or the United States of America after the total period of stay has exceeded sixty (60) days in the **period of insurance**.
 - e. From any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs Amendment 1997, the Control of Dogs (Scotland) Act 2010 or any amending legislation.

Limit of insurance

We will not pay more than £10,000,000 in any one **period of insurance** for any one accident or series of accidents arising out of any one event, including the costs and expenses which **we** have agreed to in writing.

SECTION 6 – FAMILY LEGAL EXPENSES

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

The general conditions and general exclusions apply to this section, where applicable. If there is a conflict between a definition in this section and a definition elsewhere in this **policy**, the definition in this section will apply.

STATUS DISCLOSURE

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).

ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN. ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369.

HOW TO MAKE A CLAIM

If **you** need to make a claim **you** must notify **us** as soon as possible.

1. Under no circumstances should **you** instruct **your** own lawyer or accountant as the **insurer** will not pay any costs incurred without **our** agreement.
2. **You** can download a claim form at www.arag.co.uk/newclaims or **you** can request one by telephoning **us** on +44 (0) **117 917 1698** between 9am and 5pm Monday to Friday (except bank holidays).
3. **Your** completed claim form and supporting documentation can be submitted to ARAG by email, post or fax. Further details are set out in the claim form itself. **We** will send **you** a written acknowledgment by the end of the next working day after the claim is received.
4. Within five working days of receiving all the information needed to assess the availability of cover under the **policy**, **we** will write to **you** either:
 - confirming cover under the terms of **your policy** and advising **you** of the next steps to progress **your** claim; or
 - if the claim is not covered, explaining in full why and whether **we** can assist in another way.
5. When an advisor 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.

SPECIAL DEFINITIONS APPLICABLE TO THIS SECTION

The definitions below apply only to legal expenses, and where the same words are defined elsewhere in this **policy**, these special definitions apply.

Appointed advisor

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

Collective conditional fee agreement

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

Communication costs

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

Conditional fee agreement

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

Insured

You, **your** partner or spouse and relatives who permanently reside with **you** in **your** main **home** in the UK. (The **insurer** will cover **your** children temporarily away from **home** for the purposes of higher education).

Insurer

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

SPECIAL DEFINITIONS APPLICABLE TO THIS SECTION *continued*

Legal costs & expenses

- 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.
- In civil claims, other side’s costs, fees and disbursements where the **insured** has been ordered to pay them or pays them with **our** agreement.
- Reasonable accountancy fees reasonably incurred under Insured event Tax by the **appointed advisor** and agreed by **us** in advance.
- The **insured’s** basic wages or salary under Insured event Loss of earnings while attending court or tribunal at the request of the **appointed advisor** or whilst on jury service.
- The **insured’s communication costs**.

Reasonable prospects of success

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

Where it has been determined that reasonable prospects of success as set out above do not exist, the **insured** shall be liable to pay any legal costs incurred should they pursue or defend their claim irrespective of the outcome.

Small claims court

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

Territorial limit

For Insured events Contract and Personal Injury; the United Kingdom, Channel Islands, Isle of Man, countries in the European Union, Norway and Switzerland. For all other Insured events; the United Kingdom, Channel Islands and the Isle of Man.

We, us, our

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

WHAT IS COVERED

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

- 1) The **insured** keeps to the terms of this section and co-operates fully with **us**;
- 2) The Insured event happens within the **territorial limit**;
- 3) The claim
 - always has **reasonable prospects of success**;
 - is reported to **us**
 - during the **period of insurance**; and
 - as soon as the **insured** first becomes aware of circumstances which could give rise to a claim;
- 4) Unless there is a conflict of interest the **insured** always agrees to use the **appointed advisor** chosen by **us** in any claim
 - to be heard by the **small claims court** and/or
 - before proceedings have been or need to be issued;
- 5) Any dispute will be dealt with through mediation or by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory body agreed with **us**.

A claim is considered to be reported to **us** when **we** have received the **insured’s** fully completed claim form.

What is covered:	What is not covered:
<p>1. Employment A dispute with the insured's current, former or prospective employer relating to their contract of employment or related legal rights. A claim can be brought once all internal dismissal, disciplinary and grievance procedures as set out in the</p> <ul style="list-style-type: none"> ACAS Code of Practice for Disciplinary and Grievance Procedures, or Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland have been or ought to have been concluded. <p>The insured is required to co-operate fully with ACAS regarding mediation and not do anything that hinders a successful outcome.</p>	<p>Any claim arising from or relating to:</p> <ul style="list-style-type: none"> a dispute arising solely from personal injury; defending the insured other than defending an appeal; legal costs & expenses for an employer's internal disciplinary process or an employee's grievance hearing or appeal; an insured's employer or ex-employer's pension scheme; a compromise or settlement agreement between the insured and their employer unless such agreement arises from an ongoing claim under this section.
<p>2. Contract A dispute arising out of an agreement or alleged agreement which has been entered into by the insured for</p> <ul style="list-style-type: none"> buying or hiring consumer goods or services; privately selling goods buying or selling your main home renting your main home as a tenant; the occupation of your main home under a lease. 	<p>Any claim arising from or relating to:</p> <ul style="list-style-type: none"> a dispute with a tenant or leasee where the insured is the landlord or lessor; loans, mortgages, pensions, or any other banking, life or long-term insurance products, savings or investments; the insured's business activities, trade, venture for gain, profession or employment; a contract involving a motor vehicle; a settlement due under an insurance policy; construction work, or designing, converting or extending any building where the contract value exceeds £6,000 including VAT.
<p>3. Property A dispute relating to visible property which the insured owns following</p> <ul style="list-style-type: none"> an event which causes physical damage to the insured's property including your main home; a public or private nuisance or trespass provided that where any boundary is in dispute, you have proof of where the boundary lies. 	<ul style="list-style-type: none"> the first £250 of any claim arising from a public or private nuisance or trespass. This is payable by the insured as soon as we accept the claim; Any claim arising from or related to: <ul style="list-style-type: none"> a contract entered into by an insured; any building or land other than your main home; a motor vehicle; the compulsory purchase of, or demolition, restrictions, controls or permissions placed on your property by any government, local or public authority; defending any dispute arising from property damage other than defending a counter claim or an appeal; a dispute with any party other than the person(s) who caused the damage, nuisance or trespass.
<p>4. Personal injury A sudden event directly causing the insured physical bodily injury or death.</p>	<p>Any claim arising from or relating to:</p> <ul style="list-style-type: none"> a condition, illness or disease which develops gradually over time; mental injury, nervous shock, depression or psychological symptoms where the insured has not sustained physical injury to their body; defending any dispute other than an appeal.
<p>5. Clinical negligence A dispute arising from alleged clinical negligence or malpractice.</p>	<ul style="list-style-type: none"> Any claim arising from or relating to a contract dispute; Defending any dispute other than an appeal.
<p>6. Tax A formal enquiry into the insured's personal tax affairs provided that all returns are complete and have been submitted within the legal timescales permitted.</p>	<ul style="list-style-type: none"> We will not pay more than £7,500 during any one period of insurance.

What is covered:	What is not covered:
<p>7. Legal defence</p> <p>a) Work An alleged act or omission of the insured that arises from their work as an employee and results in:</p> <ul style="list-style-type: none"> the insured being interviewed by the police or others with the power to prosecute; a prosecution being brought against the insured in a court of criminal jurisdiction; civil proceedings being brought against the insured under unfair discrimination laws. <p>b) Motor A motoring prosecution being brought against the insured.</p> <p>c) Other A formal investigation or disciplinary hearing being brought against the insured by a professional or regulatory body.</p>	<p>Any claim arising from or relating to:</p> <ul style="list-style-type: none"> owning a vehicle or driving without motor insurance or driving without a valid driving licence; a parking offence.
<p>8. Loss of earnings</p> <p>The insured's absence from work to attend court, tribunal, arbitration or regulatory proceedings at the request of the appointed advisor or whilst on jury service which results in loss of earnings.</p>	<ul style="list-style-type: none"> Loss of earnings in excess of £1,000; Any sum which can be recovered from the court or tribunal.
<p>9. Identity theft</p> <p>A dispute arising from the use of the insured's personal information without their permission to commit fraud or other crimes provided the insured contacts our Identity Theft Advice and Resolution Service as soon as they suspect that their identity may have been stolen.</p>	<p>The insurer will not pay for any money claimed, goods, loans, or other property or financial loss or other benefit obtained as a result of the identity theft.</p>

EXCLUSIONS APPLICABLE TO THIS SECTION

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

- legal costs & expenses** incurred without **our** consent;
- any actual or alleged act or omission or dispute happening before, or existing at the start of cover under this section and which the **insured** believed or ought reasonably to have believed could lead to a claim under this section;
- an amount below £100;
- an allegation against the **insured** involving:
 - assault, violence or dishonesty, malicious falsehood or defamation;
 - the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials;
 - illegal immigration;
 - offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences);
- a dispute between **your** family members;
- an **insured's** deliberate or reckless act;
- a judicial review;
- a dispute arising from or relating to clinical negligence except as provided for in Insured event Clinical Negligence;
- a dispute with **us** not dealt with under Condition 6, or the **insurer** or the company that sold this **policy**;
- a group litigation order;
- the payment of fines, penalties or compensation awarded against the **insured**.

SPECIAL CONDITIONS APPLICABLE TO THIS SECTION

Where the **insurer's** risk is affected by the **insured's** failure to keep to these conditions the **insurer** can cancel this section, refuse a claim or withdraw from an ongoing claim. The **insurer** also reserves the right to recover **legal costs & expenses** from the **insured** if this happens.

1. The Insured's responsibilities

An **insured** must:

- tell **us** immediately of anything that may make it more costly or difficult for the **appointed advisor** to resolve the claim in the **insured's** favour;
- cooperate fully with **us**, give the **appointed advisor** any instructions required, and keep them updated with progress of the claim and not hinder them;
- take reasonable steps to claim back **legal costs & expenses**, employment tribunal and employment appeal tribunal fees and, where recovered, pay them to the **insurer**;
- keep **legal costs & expenses** as low as possible;
- allow the **insurer** at any time to take over and conduct in the **insured's** name, any claim.

2. Freedom to choose an appointed advisor

- In certain circumstances as set out below the **insured** may choose an **appointed advisor**. In all other cases no such right exists and **we** shall choose the **appointed advisor**.
- The **insured** may choose an **appointed advisor** if:
 - **we** agree to start proceedings or proceedings are issued against an **insured**, or
 - there is a conflict of interest
- except where the **insured's** claim is to be dealt with by the **small claims court** where **we** shall choose the **appointed advisor**.
- Where the **insured** wishes to exercise the right to choose, the **insured** must write to **us** with their preferred representative's contact details. Where the **insured** chooses to use their preferred representative, the **insurer** will not pay more than **we** agree to pay a solicitor from **our** panel. (**Our** panel solicitor firms are chosen with care and **we** agree special terms with them which may be less than the rates available from other firms.)
- If the **insured** dismisses the **appointed advisor** without good reason, or withdraws from the claim without **our** written agreement, or if the **appointed advisor** refuses with good reason to continue acting for an **insured**, cover will end immediately.
- In respect of a claim under Insured event Employment, Contract, Personal Injury or Clinical Negligence, the **insured** must enter into a **conditional fee agreement** or the **appointed advisor** must enter into a **collective conditional fee agreement**, where legally permitted.

3. Consent

- The **insured** must agree to **us** having sight of the **appointed advisor's** file relating to the **insured's** claim. The **insured** is considered to have provided consent to **us** or **our** appointed agent to have sight of their file for auditing and quality and cost control purposes.
- An **insured** must have **your** agreement to claim under this section.

4. Settlement

- The **insurer** has the right to settle the claim by paying the reasonable value of the **insured's** claim
- The **insured** must not negotiate, settle the claim or agree to pay **legal costs & expenses** without **our** written agreement.
- If the **insured** refuses 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**.

5. Barrister's opinion

We may require the **insured** 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 the **insured**, then the **insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **us**, then the **insurer** will pay for a final opinion which shall be binding on the **insured** and **us**. This does not affect the **insured's** right under the next condition below.

6. Disputes

If any dispute between the **insured** and **us** arises from this section, the **insured** can make a complaint to **us** as described in **your schedule** and **we** will try to resolve the matter. If **we** are unable to satisfy the **insured's** concerns and the matter can be dealt with by the Financial Ombudsman Service the **insured** can ask them to arbitrate over the complaint.

7. Fraudulent claims and claims tainted by dishonesty

- If an **insured** makes any claim which is fraudulent or false, the cover under this section shall become void and all benefit under it will be lost.
- An **insured** shall at all times be entirely truthful and open in any evidence, disclosure or statement they give and shall act with complete honesty and integrity at all times. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that the **insured** has breached this condition and that the breach has:
 - affected **our** assessment of **reasonable prospects of success**, and/or
 - prejudiced in any part the outcome of the **insured's** claim

the **insurer** shall have no liability for **legal costs & expenses** under this section.

HELPLINES

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

Legal and tax helpline

If **you** have a legal or tax problem **we** recommend that **you** call **our** confidential legal and tax advice helpline. Legal advice is available 24 hours a day, 7 days a week, and tax advice is available between 9am and 5pm on weekdays (except bank holidays). The advice covers personal legal matters within EU law or personal tax matters within the UK. **Your** query will be dealt with by a qualified specialist who is experienced in handling legal and tax-related matters. Use of this service does not constitute reporting of a claim.

You can get advice by calling +44 (0) 330 303 1961.

Identity Theft Helpline & Resolution Service

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

This service is available from 8am to 8pm seven days a week by calling **03300 000 2083**.

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.

COMPLAINTS

ARAG is committed to providing a first-class service at all times. However, if a complaint arises, this should be addressed to **our** Customer Relations Department who will arrange to have it reviewed at the appropriate level. **We** can be reached in the following ways:

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

Phone: 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).

E-mail: customerrelations@arag.co.uk

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

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

SECTION 7 – HOME EMERGENCY

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

The general conditions and general exclusions apply to this section, where applicable. If there is a conflict between a definition in this section and a definition elsewhere in this **policy**, the definition in this section will apply.

STATUS DISCLOSURE

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).

ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN. ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369.

HOW TO MAKE A CLAIM

In the event of a home emergency:

1. Please telephone **us** on +44 (0) 330 303 1960 (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 section, **we** will instruct a member of **our** emergency contractor network. Poor weather conditions or remote locations may affect normal standards of service.
3. If **you** are claiming for alternative accommodation costs **you** must obtain 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.

SPECIAL DEFINITIONS APPLICABLE TO THIS SECTION

The definitions below apply only to **home emergency**, and where the same words are defined elsewhere in this **policy**, these special definitions apply.

Central heating boiler

A boiler;

- located in **your** main **home** (or connecting garage), and
- which has been serviced within the 12 months prior to the date of **your home emergency** claim.

Contractor

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

Emergency costs

- **Contractor's** reasonable and properly charged labour costs, parts and materials
- Where necessary, alternative accommodation costs incurred under Insured event 8.

The maximum payable by the **insurer** is £1,000 for all claims related by time or original cause

Home emergency

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

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

Insurer

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

SPECIAL DEFINITIONS APPLICABLE TO THIS SECTION *continued*

Vermin

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

We, us, our

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

WHAT IS COVERED

Following an Insured event which results in a **home emergency** the **insurer** will pay **emergency costs** provided that all of the following requirements are met:

1. The claim is reported to **us**
 - during the **period of insurance**;
 - as soon as possible after **you** first become aware of a **home emergency**;
2. **Your home** is located within the United Kingdom, Channel Islands or the Isle of Man;
3. **You** always agree to use the **contractor** chosen by **us**.

WHAT IS COVERED

What is covered:	What is not covered:
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 of a 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 your 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 your home unsafe, unsecure or uncomfortable to stay in overnight.	
9. Roof damage Damage to the roof of your home where internal damage has been or is likely to be caused.	

EXCLUSIONS APPLICABLE TO THIS SECTION

- **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 section at a different date from other sections within this **policy**;
- **Emergency costs** where there is no one at **your home** when the **contractor** arrives;
- any matter occurring prior to, or existing at the start of cover under this section, and which **you** believed or ought reasonably to have believed could give rise to a claim under this section;
- 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 and solar 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**
- once the emergency situation has been resolved;
- 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);
- **Your** garage (except a central heating boiler located in a connecting garage), outbuildings, boundary walls, fences, hedges, cess pit, fuel tanks or septic tank;
- **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 for use;
- a claim covered by another section of this **policy**, or any claim that would have been covered by another section of this **policy** if this section did not exist;
- **subsidence, landslip or heave**;
- a property that is not **your** main residence or that **you** rent or let;
- blockage of supply or waste pipes to **your home** due to freezing weather conditions.

SPECIAL CONDITIONS APPLICABLE TO THIS SECTION

1. Your responsibilities

You must:

- not do anything that hinders **us** or the **contractor**;
- tell **us** immediately after first becoming aware of any **home emergency**;
- tell **us** immediately of anything that may materially alter **our** assessment of the claim;
- cooperate fully with the **contractor** and **us**;
- provide **us** with everything **we** need to help **us** handle the claim;
- 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**;
- minimise any **emergency costs** and try to prevent anything happening that may cause a claim;
- allow the **insurer** at any time to take over and conduct in **your** name any claim, proceedings or investigation;
- be able to prove that the **central heating boiler** has been serviced within 12 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 section without **our** agreement.

4. Disputes

If any dispute between **you** and **us** arises from this section, **you** can make a complaint to **us** as described in **your schedule** 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.

5. Fraudulent claims

If **you** make any claim under the **policy** which is fraudulent or false, this section of the **policy** shall become void and all benefit under it will be lost.

COMPLAINTS

ARAG is committed to providing a first-class service at all times. However, if a complaint arises, please contact the number **you** rang to report **your** claim. If in the course of those discussions it becomes clear that the matter has not been resolved to **your** satisfaction, details of **your** complaint will be passed to our Customer Relations Department, where **we** will arrange to have it reviewed at the appropriate level. **We** can be reached in the following ways:

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

Phone: 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).

E-mail: customerrelations@arag.co.uk

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

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



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Suffolk
IP33 1NX

t: 03300 555 210
e: support@magentainsurance.co.uk
w: www.magentainsurance.co.uk

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insurance