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Important Information

Welcome to **your** Markham Private Clients high value **home** insurance policy. Section 1 to 5 of the policy is underwritten by **Pen Underwriting Limited**, and Section 6 to 7 of the policy is managed and provided by **Arc Legal Assistance Limited**, which is underwritten by AmTrust Europe Limited, on whose behalf **We** act.

Wherever words appear in **bold** type in this policy, **schedule** or any **endorsement** relating to this policy, other than in titles and paragraph headings, they will have the meanings shown in the Definitions Section of this policy unless otherwise stated.

This policy of insurance, **schedule** and any **endorsement** applying to **your** policy forms **your** Markham Private Clients **Home** Insurance document. **Your home** insurance document sets out the conditions of the contract between **you** and **us**.

When drawing up this insurance, **we** have relied on the information and statements which **you** gave in the proposal form or statement of fact on the date shown in the **schedule**. The information that **you** have provided to **us** has been used to determine not only acceptance of **your** insurance requirements but also the premium payable and any additional conditions, exclusions and/or terms that **we** believe are necessary. It is therefore imperative that, when providing this information to **us**, **you** take care not to misrepresent any information and to give **us** all the information **you** are asked for.

This policy relates ONLY to those sections which are shown in the **schedule** as being included and each **home** included under this insurance is considered to be covered as if separately insured.

In return for payment of the 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 **you** sustain or legal liability **you** incur for accidents happening during the **period of insurance** as shown in the **schedule**.

This is a legally-binding contract of insurance between **you** and **us**. This insurance does not give or intend to give rights to anyone else. No one else has the right to enforce any part of this insurance.

Please read the whole document carefully and keep it in a safe place. It is important that:

- **you** check that the information contained in the **schedule** is accurate and that the **schedule** reflects the coverage Sections **you** have requested;
- **you** notify **your broker** of any inaccuracies in the information contained in the **schedule**, or of any changes to that information;
- **you** take all reasonable steps to prevent loss, **damage** or an accident and keep the **buildings** in a good state of repair; and
- **you** comply with **your** duties under “Important Information – **Your Duties**” and **your** duties under the insurance as a whole.

Please contact **your broker** as soon as reasonably possible if this document is not correct or if **you** would like to ask any questions.

Failure to comply with the above could adversely affect **your** insurance or any claim **you** make.

Important Information (continued)

Your Duties

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

- For **buildings** – the full rebuilding cost including **additional rebuilding expenses**;
- For contents – the current cost as new; and
- For **valuables, antiques and works of art, gold and silver** – the current market value.

You must notify your broker

- As soon as reasonably possible if **you** become aware that information **you** have given **us** is inaccurate;
- within 14 days of **you** becoming aware of any changes in the information **you** have provided to **us** which happen before or during the **period of insurance**;
- at least 30 days before **you** start any work to extend, renovate, build or demolish any part of the **buildings**, or any work involving the use of heat, where the contract value is more than £100,000;
- if **you** make any changes that will downgrade the security or fire protections at **your home**;
- if **you** stop using **your home** as **your** permanent **home**; or
- if **you** regularly leave **your home unoccupied** or regularly leave **your home** unattended at night.

When **we** are notified that information **you** previously provided is inaccurate, or of any changes to that information, or of planned building works, **we** will tell **you** if this affects **your** insurance. For example, **we** may amend the terms of **your** insurance or require **you** to pay more for **your** insurance or cancel **your** insurance in accordance with “Other Important Information – How to cancel this insurance” on page 5.

If **you** fail to notify **us** that information **you** have provided is inaccurate, or **you** fail to notify **us** of any changes, this insurance may become invalid and **we** may not pay **your** claim, or any payment could be reduced.

Information you have given us

We have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

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

If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your** insurance and any claim. For example **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; or
- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place from the start of the period of insurance; or
- reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**; or
- cancel **your** insurance in accordance with “Other Important Information – How to cancel this insurance” on page 5.

We or **your broker** will write to **you** if **we**:

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

Other Important Information

How to amend this insurance

If **you** would like to make changes to **your** insurance please contact **your broker**.

You must tell **your broker** as soon as reasonably possible of any change to **your** circumstances and/or the information **you** and/or **your broker** have previously provided during the **period of insurance** to allow **us** to reassess **your** insurance risk. Changes that should be notified, which apply to all members of **your** household, include (but are not limited to):-

- a change of name;
- a change to **your** occupation or the nature of **business** in which **you** work;
- anyone covered by this policy or anyone usually living **you**
- being convicted of a non-motoring criminal offence or being charged with, but not yet tried for, any non-motoring criminal offences;
- anyone covered by this policy being declared bankrupt (whether in a personal or **business** capacity), receiving a County Court Judgement (CCJ) or entering into an Individual Voluntary Arrangement (IVA); and
- any loss or **damage** not reported or claimed for under this policy.

Changes to **your home** that should be notified include (but are not limited to):-

- a change of address;
- **your home** no longer being in a good state of repair;
- a change to the use of **your home**, including any **business** use;
- any works being carried out at **your home** with a contract value of more than £100,000;
- if **you** downgrade the security or fire protections at **your home**;
- if **you** stop using the **home** as **your** permanent **home**;
- if **you** regularly leave **your home unoccupied/unattended** at night.

When **we** are notified that information **you** previously provided is inaccurate, or of any changes to that information, **we** will tell **you** if this affects **your** insurance. For example, **we** may amend the terms of **your** insurance, require **you** to pay more for **your** insurance or cancel **your** insurance in accordance with "Other Important Information – How to cancel this insurance" *on page 5*.

If **you** are in any doubt regarding the information being requested of **you**, please contact **your broker**.

REMEMBER - failure to notify **us** of changes may affect any claim **you** make.

Renewal of this insurance

When **your** policy is due for renewal, **your broker** will contact **you** before the **period of insurance** ends with full details of **your** next year's premium and policy terms and conditions.

We may, with your prior agreement, offer to renew **your** policy automatically. This would mean **you** do not need to confirm **your** intention to renew before this policy ends.

Where **you** have stated that **you** wish to have automatic renewal for **your** policy and change **your** mind at a later date, please inform **your broker** who will update **your** renewal preference. If **your** policy is not renewed automatically all cover will cease after the renewal date unless a written instruction to renew has been received prior to the day of policy renewal.

Occasionally, **we** may not be able to offer to renew your policy. If this happens, **your broker** will contact you at least 21 days before the expiry of **your** policy to allow enough time for you to make alternative insurance arrangements.

Other Important Information (continued)

How to cancel this insurance

During the cooling off period

You may cancel this insurance within 14 days:

- of buying this insurance or
- of the day on which **you** receive the insurance documents,

whichever is later, by writing to **your broker**. **We** will provide a full refund of the premium paid unless **you** have made a claim on this insurance. **We** can decide not to refund any premium if **you** have made a claim or there has been an event that could result in a claim being made on this insurance.

After the cooling off period

If **you** cancel this insurance outside the cooling off period, provided **you** have not made a claim, or there has not been an event that could result in a claim, **you** will be entitled to a refund of any premium paid, subject to a deduction for the time for which **you** have been covered. If **we** pay any claim, in whole or in part, then no refund of premium will be allowed.

We may cancel this insurance where there is a valid reason by giving **you** 30 days' notice in writing. **We** will only do this for a valid reason. Examples of valid reasons are as follows:

- Non-payment of premium;
- A change in risk occurring which means that **we** can no longer provide **you** with insurance cover;
- Non-cooperation or failure to supply any information or documentation **we** request;
- Failure to comply with **your** duties under "Important Information - **Your** Duties" on page 3;
- Failure to inform **us** of changes to information provided by **you** on **your** proposal form/statement of fact; and
- Failure to implement changes that have been requested by **us**.

Any refund of premium due to **you** will depend on how long this insurance has been in force. For example, if **you** have been covered for six months, the deduction for the time **you** have been covered will be half the annual premium.

Important Note

The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a policyholder to provide complete and accurate information requested by an insurer allows the insurer to cancel this policy, sometimes back to its start date, and to keep any premiums paid.

How to make a claim

We aim to provide a first class claims service. **Your** claim will be handled promptly and with due care and professionalism. **We** will also ensure **you** are kept informed of the progress of **your** claim.

In the event of a claim or possible claim under this insurance please contact **your broker** or the claims handler using the contact details shown in **your schedule**.

The procedures differ across the Sections of this policy in order to reflect the different types of claim **you** might have and services that **you** may need.

Other Important Information (continued)

We have set out below how to find what **you** need to know to make a claim or use a service under the applicable Section of this policy.

Sections One to Five

Your duties:

- 1) **You** must notify **your broker** or the claims handler as soon as reasonably possible giving full details of what has happened. **You** must however provide full details within thirty days. The contact details for reporting a claim are shown in **your schedule**.
- 2) **You** must supply any other information **we** may reasonably require, including proof of ownership and value, within thirty days.
- 3) **You** must inform the police as soon as reasonably possible following malicious acts, violent disorder, riots, civil commotion, theft, attempted theft or loss of property.
- 4) If a claim for liability is made against **you**, **you** must as soon as reasonably possible forward to **your broker** or the claims handler any letter, claim, writ, summons or other legal document **you** receive.
- 5) **You** must not admit liability or offer or agree to settle any claim without **our** written permission.

If **you** fail to comply with any of the above duties, **your** claim may not be paid.

Defending claims

We may:

- a) take full responsibility for dealing with, defending or settling any claim in **your** name; and
- b) take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

Please note there are also claims conditions that apply to individual Sections of this policy, as detailed below:

- Conditions that only apply to Section One – **Buildings** on page 25
- Conditions that only apply to Section Two – **Contents** on page 33
- Conditions that only apply to Section Three – **Valuables, Antiques and Works of Art, Gold and Silver** on page 36
- Conditions that only apply to Section Four – Accidents to **Domestic Employees** on page 37
- Conditions that only apply to Section Five – Legal Liability to the Public on page 38

Other Important Information (continued)

Section Six – Legal Expenses

Family Legal Protection Provides:-

- Assistance Helpline includes 24/7 Legal and Tax Advice
- Insurance for legal costs for certain types of disputes.
- Total Legal - Online Document Templates

Assistance helpline services

Legal and Tax Helpline

You can use the helpline service to discuss any legal or tax problem occurring within the **United Kingdom**, the Channel Islands and the Isle of Man, and arising during the period of this policy.

Simply telephone **0344 770 1040** and quote “**Markham Private Clients – Legal Expenses Insurance**”

For **Our** joint protection telephone calls may be recorded and/or monitored.

Arc Legal Document Service

As an addition to **Your** Legal Expenses cover, **You** have access to **Our** Legal Document Service.

This will provide **You** with:

- Access to a range of legal document templates
- A step by step walkthrough to assist **You** in completing the documents

This service can be accessed by visiting www.arclegal.co.uk/legaldocuments where **You** can register **Your** details using the voucher code: **MarkhamFamily**

Section Seven – Home Emergency

Please telephone: **0333 234 8509** as soon as reasonably possible (lines are open 24 hours a day, 365 days a year).

Please provide **us** with **your** name, address, postcode and the nature of the problem. Also, please refer to “How to make a claim” *on page 56*.

Other Important Information (continued)

Fraudulent claims clause

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) If **we** exercise **our** right under clause (1)(c) above:

- a) **we** shall 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.

Fraudulent claims – group insurance

3) If this insurance contract provides cover for any person who is not a party to the contract (“a covered person”), and a fraudulent claim is made under the contract by or on behalf of a covered person, **we** may exercise the rights set out in clause (1) above as if there were an individual insurance contract between **us** and the covered person. However, the exercise of any of those rights shall not affect the cover provided under the contract for any other person.

Other Important Information (continued)

Complaints

How to make a complaint

We aim to provide a first class service. If **you** have any reason to complain about **your** insurance **policy**, or **us**, please refer to the complaints procedure below.

The first step is to contact:

Markham address: Markham Private Clients Limited, St. John's Innovation Centre, Cowley Road, Cambridge, CB4 0WS, **United Kingdom**

Tel no: +44 (0) 1223 200678
 Email: Info@markhambrokers.com
 Website: www.markhambrokers.com

When **you** do this, please quote **your** insurance document number as it will help **us** to deal with **your** complaint promptly.

If **you** are not satisfied and wish to make a complaint, then **you** may contact:

Complaints Officer
 55 Blythswood Street
 Glasgow
 G2 7AT

Tel no: +44 (0) 141 285 3539
 Email: pencomplaints@penunderwriting.com

Details of Pen Underwritings complaints procedures are available at:
<http://www.penunderwriting.co.uk/Pages/complaints.aspx>

If **you** remain dissatisfied after **Pen Underwriting Limited** has considered **your** complaint, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service:

The Financial Ombudsman Service
 Exchange Tower
 Harbour Exchange Square
 London
 E14 9SR

Tel no: 0800 0234 567 (calls to this number are free on mobile phones and landlines)
 Tel no: 0300 1239 123 (calls to this number cost no more than calls to 01 and 02 numbers)
 Email: complaint.info@financial-ombudsman.org.uk
 Website: www.financial-ombudsman.org.uk

The Financial Ombudsman Service 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

This does not affect **your** right to take legal action if necessary.

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

Privacy Notice

Your personal information notice:

Who we are

We are the underwriter(s) identified in the contract of insurance and/or in the certificate of insurance.

The basics

We collect and use relevant information about **you** to provide **you** with **your** insurance cover or the insurance cover that benefits **you** and to meet **our** legal obligations.

This information includes details such as **your** name, address and contact details and any other information that **we** collect about **you** in connection with the insurance cover from which **you** benefit. This information may include more sensitive details such as information about **your** health and any criminal convictions **you** may have.

In certain circumstances, **we** may need **your** consent to process certain categories of information about **you** (including sensitive details such as information about **your** health and any criminal convictions **you** may have). Where **we** need **your** consent, **we** will ask **you** for it separately. **You** do not have to give **your** consent and **you** may withdraw **your** consent at any time. However, if **you** do not give **your** consent, or **you** withdraw **your** consent, this may affect **our** ability to provide the insurance cover from which **you** benefit and may prevent **us** from providing cover for **you** or handling **your** claims.

The way insurance works means that **your** information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **your** personal information in connection with the insurance cover that **we** provide and to the extent required or permitted by law.

Other people's details you provide to us

Where **you** provide **us** or **your** agent or broker with details about other people, **you** must provide this notice to them.

Want more details?

For more information about how **we** use **your** personal information please see **our** full privacy notice(s), which is/are available online on **our** website(s) or in other formats on request.

Contacting us and your rights

You have rights in relation to the information **we** hold about **you**, including the right to access **your** information. If **you** wish to exercise **your** rights, discuss how **we** use **your** information or request a copy of **our** full privacy notice(s), please contact us, or the agent or broker that arranged **your** insurance who will provide **you** with **our** contact details at:

Markham address: Markham Private Clients Limited, St. John's Innovation Centre, Cowley Road,
Cambridge, CB4 0WS, **United Kingdom**
Tel no: +44 (0) 1223 200678
Email: Info@markhambrokers.com
Website: www.markhambrokers.com

To see the full Privacy Policy please visit www.markhambrokers.com/privacy-policy/

Other Important Information

Rights of Third Parties

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

Choice of Law and Jurisdiction

In the absence of any agreement to the contrary, the laws of England and Wales will apply and this policy will be subject to the exclusive jurisdiction of the courts of England unless, at the commencement of the **period of insurance**, you are either:

- a) a resident of; or
- b) a **business** with its registered office or principal place of **business** is situated in;

Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country, crown protectorate or dependency will apply and this policy will be subject to the exclusive jurisdiction of the courts of that country, crown protectorate or dependency.

Language

The language of **your** policy and any communication throughout the duration of the **period of insurance** will be English.

Sanctions

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.

Taxes

There may be circumstances where taxes may be due that are not paid via **us**. If this occurs then it is **your** responsibility to ensure that these are paid direct to the appropriate authority.

Our Regulator

Fairmead Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 202050. Registered in England and Wales Number 00423930. Registered office: 57 Ladymead, Guildford, Surrey, GU1 1DB.

Fairmead Insurance Limited is part of the Liverpool Victoria General Insurance Group.

You can check these details with the Financial Conduct Authority either on their website at www.fca.org.uk or by calling them on 0800 111 6768. Details of each insurer's proportionate liability will be provided upon request

This policy has been produced by **Pen Underwriting Limited** a Managing General Agent of the insurers. As Managing General Agent **Pen Underwriting Limited** underwrites insurance and handles claims for you on behalf of the insurers.

Definitions

The following words will have the same meaning wherever they appear in this policy, other than in titles and paragraph headings, unless otherwise shown in a particular policy Section. To help identify these words they will appear in **bold** in this policy wording. Any defined word or phrase in the singular is deemed to include the plural and those in the plural are deemed to include the singular.

Additional rebuilding expenses	Architects', surveyors', consulting engineers', land agents' fees and legal fees, the cost of removing debris and making the buildings safe; and costs you are responsible for to meet any government or local authority requirements following damage to the buildings which is covered under Section One – Buildings .
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, prints, etchings, manuscripts, photographs, objets d'art, china, glass, porcelain, sculptures inside and outside your home , rugs, tapestries, wine, clocks, barometers and all other collectable property owned by you or for which you are legally responsible and which is not business property.
Arc	In relation to Section Six, Legal Expenses, this insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by AmTrust Europe Limited, on whose behalf Markham Private Clients Limited act.
Buildings	The home , its' decorations and tenant's improvements including: fixtures and fittings attached to your home (including radio and television aerials, satellite dishes, their fittings and masts and solar panels attached to the building); <ul style="list-style-type: none"> • fixed water tanks, apparatus and pipes; • 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 and wind turbines used for domestic purposes only <p>owned by you or for which you are legally responsible within the premises.</p>
Business Communicable Disease	Any professional activity or non-manual business carried out at your home . Any disease, illness or condition which is caused by or can be transmitted by means of any substance or agent from any organism to another organism (human or otherwise) where: <ul style="list-style-type: none"> a) the substance or agent includes, but is not limited to, any pathogen, virus, bacterium, parasite, fungus or other organism, micro-organism or any variation or mutation thereof, whether deemed living or not, and b) the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between organisms. c) the disease, substance or agent can cause or threaten damage to human health or human welfare or can cause or threaten damage to, deterioration of, loss of value of, marketability of or loss of use of property.
Computer viruses	Any instruction from an unauthorised source that spreads itself over a computer system or network and corrupts information.

Computer System	Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by You or any other party.
Contents	<p>Household goods and personal possessions, which belong to you or for which you are legally responsible.</p> <p>Contents includes:</p> <ul style="list-style-type: none"> • money and credit cards; • deeds and registered bonds; • radio and television aerials, satellite dishes, their fittings and masts which are attached to your home; • fridge and freezer contents; • garden furniture and items normally kept outdoors; • guns; • furs; • home office equipment; and • tenants' fixtures and fittings. • pedal cycles including electric assisted pedal cycles with a maximum speed of 15.5mph and a maximum power output of 250 watts, electric scooters (e-scooters) with a maximum speed of 15.5mph <p>Contents does not include:</p> <ul style="list-style-type: none"> • motor vehicles (other than domestic garden machinery and quad bikes used within the premises, golf buggies, non-motorised trailers and mobility aids); • caravans or their accessories; • any living creature, pet or livestock; • plants or trees; • aircraft; • watercraft (other than manually operated rowing boats, punts or canoes, stand up paddle boards, sailboards or dinghies including their accessories); • operated rowing boats, punts or canoes, stand up paddle boards, sailboards or dinghies including their accessories); • any part of the buildings; and • any property held or used for business purposes other than home office equipment.
Credit cards	<p>Credit, charge, debit, cheque, bank, prepaid and cash dispenser cards.</p> <p>Credit cards does not include:</p> <ul style="list-style-type: none"> • store cards and loyalty cards which cannot be used as a means to purchase goods and services and; • credit cards used for or held for any trade, business or professional purposes.
Cyber Act	An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System .
Cyber Incident	<p>(i) Any error or omission or series of related errors or omissions Involving access to, processing of, use of or operation of any Computer System; or</p> <p>(ii) Any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate, any Computer System.</p>

Damage	Physical damage to or destruction of property.
Domestic employees	Any person working for you in connection with domestic duties who is: <ul style="list-style-type: none"> • Employed by you under a contract of service; or • Self-employed and working on a labour-only basis under your control or supervision.
Electronic Data	Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System .
Endorsement	A change in the terms and conditions of this insurance.
Excess	The first part of any claim which you must pay.
Garden	The ground next to your home and within the premises named in the schedule which is used only <ul style="list-style-type: none"> • for growing flowers, plants, trees, shrubs, fruit and vegetables (but not as a business); and • as a place to relax and enjoy. <p>The garden does not include</p> <ul style="list-style-type: none"> • woods and paddocks.
Gold and silver	Gold and silver and gold and silver plated items.
Heave	Upward and/or lateral movement of the site on which your buildings stand caused by the swelling of the ground.
Home	The private dwelling built of standard construction and the garages and outbuildings used for domestic purposes at the premises shown in the schedule .
Home office business	Office work carried out in your home .
Home office equipment	Computer equipment, printers, office furniture, supplies, telecommunication equipment, stationery, books, records and documents used to conduct business from your home , owned by your business or for which your business is legally responsible.
Incidental farming	Farming carried out by you on a part time basis at the premises as long as any people you employ for this purpose do not work more than 2,000 hours between them during the period of insurance .
Landslip	Downward movement of sloping ground.
Money	All of the following held or used for private domestic purposes: <ul style="list-style-type: none"> • 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 and gift tokens; and • Travel 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.
Permanent physical injury	<ul style="list-style-type: none"> • Loss by physical separation of an arm or hand or a leg at or above the ankle; • Permanent loss of use of a complete arm, foot or leg; or • Loss of sight resulting in the injured person being eligible for certification as registered blind; occurring during the period of insurance .
Premises	The address which is named in the schedule .
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 , details of the premises , the sums insured, the period of insurance and the Sections of this insurance and any endorsements which apply.
Standard construction	Built of brick, stone or concrete and roofed with slates or tiles.
Subsidence	Downward movement of the site on which your buildings stand by a cause other than the weight of the buildings themselves.
Tenants Improvements	Alterations and decorations, which have been made by you or a previous occupier which are not insured under any other insurance.
Terrorism	Any act(s) including but not limited to: <ul style="list-style-type: none"> • the causing, occasioning or threatening or harm of whatever nature and by whatever means; and • putting the public or any section of the public in fear in circumstances in which it is reasonable to conclude that the purpose of the persons or organisations concerned are wholly or partly of a political, religious, ideological or similar nature.
United Kingdom	England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands.
Unoccupied	If at the time of the loss or damage the premises have not been lived in for 60 consecutive days or are not sufficiently furnished for normal living purposes.
Valuables	<ul style="list-style-type: none"> • Jewellery including unset precious or semi-precious stones; and • Watches
We, us or our	Pen Underwriting Limited
You/your	The person or people named in the schedule as the Insured and all permanent members of your home (including resident domestic employees and those in full-time education).
Your broker	The person, people or company who arranged this is insurance for you .

General exclusions

a) Building Works

We will not pay for loss, **damage** or liability caused by building works over £100,000 in value that take place at **your home**, unless **you** notify **us** at least 30 days before the building works begin.

If **you** enter into an agreement with a contractor which needs specific or joint insurance, regardless of the cost of the building works, **you** must tell **us** at least 30 days before the building works begin.

Failure to notify **us** may result in any claim **you** make in relation to loss, **damage** or liability caused by the building works not being covered.

b) Biological, chemical, radioactive or nuclear contamination

We will not pay for loss, **damage** or additional expense arising from:

- i. ionising radiations or contamination by radioactivity from any irradiated fuel or from any nuclear waste from the combustion of nuclear fuel; and
- ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component.

We will not pay for loss, **damage** or additional expense caused by or contributed to by biological or chemical contamination due to or arising from:

- a) **terrorism**; and
- b) steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived **terrorism**.

d) Existing, deliberate and indirect damage

We will not pay for loss or **damage**:

- i. occurring before or arising from an event before the beginning of the **period of insurance**;
- ii. caused deliberately by **you** or any person acting on **your** behalf, unless the loss or **damage** was caused by a **domestic employee**; or
- iii. not directly caused by the event that caused **you** to claim unless expressly stated in this insurance.

e) War

We will not pay for any loss, **damage** or liability caused by or happening through war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition or **damage** to property by or under the order of any government or public or local authority.

f) Pollution

We will not pay for pollution or contamination by naturally occurring or man-made substances, forces or organisms, or any combination of them, whether permanently or transitory and however occurring. This exclusion does not apply to:

- i. a sudden, identifiable, unintended and unexpected event which takes place in its entirety at a specific time and place during the **period of insurance**; or
- ii. oil escaping from a domestic oil installation at the **premises** or any neighbouring property, provided that **we** are advised as soon as reasonably possible following **your** becoming aware, or when **you** ought to have become aware, of such leakage.

g) CYBER AND DATA

We will not pay for any loss, **damage**, liability, claim, fines, penalties, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any:

- (a) **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**; or
- (b) loss of use, reduction in functionality, repair, replacement, restoration, reproduction, loss or theft of any **Electronic Data**, including any amount pertaining to the value of such **Electronic Data**;

- (c) loss of, alteration of, or **damage** to or a reduction in the functionality, availability or operation of a **Computer System**;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Accidents to **Domestic Employees** and Legal Liability to the Public:

In respect of the Accidents to **Domestic Employees** and **Legal Liability** to the Public sections of this policy (where applicable) and subject to all the terms, conditions, limitations and exclusions of this policy or any **endorsement** thereto, paragraph (a) above shall not apply in respect of liability for

- (i) any ensuing third party bodily injury (other than mental injury, mental anguish or mental disease);
- (ii) any ensuing physical **damage** to third party property.
- (iii) any ensuing bodily injury to a **Domestic Employee**;

arising out of a **Cyber Incident** or a **Cyber Act** and provided that nothing contained in the foregoing shall provide any coverage for any action taken in controlling, preventing, suppressing, or remediating a **Cyber Incident** or a **Cyber Act**.

h) DISEASE EXCLUSION

Not applicable to Section Four – Accidents to Domestic Employees.

We will not pay in respect of any loss (including **business** interruption loss, loss of value and loss of use), **Damage**, claim, liability, cost or expense of whatsoever nature, directly or indirectly caused by or in any way contributed to by, resulting from, arising out of, or in connection with:

- 1) any **Communicable Disease**
- 2) any fear or threat (whether actual or perceived) of any **Communicable Disease**
- 3) any advice given or action taken (whether or not by a competent authority) in controlling, preventing, or suppressing the occurrence, outbreak, spread or effects of any **Communicable Disease**
- 4) the cleaning, disinfecting, decontaminating, repair, replacement, recall, inspecting, testing and checking of property which is or is feared to have been affected by any **Communicable Disease**

General conditions

These are the conditions of the insurance that **you** need to meet as **your** part of this contract. If **you** do not meet these conditions, **we** may need to reject a claim payment or a claim payment could be reduced. In some circumstances **your** policy may not be valid.

a) Building Works

You must tell **your broker** at least 30 days before **you** start any building works over £100,000 in value. When **we** receive this notice **we** have the option to change the conditions of this insurance.

If **you** enter into an agreement with a contractor which needs specific or joint insurance, regardless of the cost of the building works, **you** must tell **us** at least 30 days before the building works begin.

Failure to notify **us** may result in any claim **you** make in relation to loss, **damage** or liability caused by the building works not being covered.

b) Policy Coverage

We will treat each **home** included under this insurance as if separately insured.

c) Index-linking

Each month **we** will link the sums insured in Section One (**buildings**) and Section Two (**contents**) to the relevant indexes below.

Section One (**buildings**) The House Rebuilding Cost Index issued by the Royal Institute of Chartered Surveyors or a similar index **we** have appropriately chosen

Section Two (**contents**) The Consumer Durables Section of the General Index of Retail Prices or a similar index **we** have appropriately chosen.

We will not charge **you** any extra premium for any monthly increase. However, whenever **you** renew this insurance, **we** will work out the premium using the new sums insured. For **your** protection, if the index falls below zero, **we** will not reduce the sums insured.

d) Other insurance

We will not pay any claim if any loss, **damage** or liability covered under this insurance is also covered wholly or in part under any other insurance, except in respect of any amount beyond the limits which would have been covered under any such insurance had this insurance not been effected.

This clause does not apply to Section Two H – Fatal Injury *on page 30*.

e) Excess

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

<u>Section</u>	<u>Applicable excess</u>
Section One - Buildings	£1,000 in respect of subsidence, landslip or heave ; Nil in respect of lock replacement; £250 in respect of all other claims
Section Two – Contents	Nil in respect of lock replacement, fatal injury, hole in one cover or freezer contents ; £250 in respect of all other claims
Section Three – Valuables, Antiques and Works of Art, Gold and Silver	Nil
Section Four – Accidents to Domestic Employees	Nil
Section Five – Legal Liability to the Public	Nil
Section Six – Legal Expenses	Tax Disputes (Aspect Enquiries): £200 Property Damage section: £250 All other sections: Nil
Section Seven – Home Emergency	Nil

General conditions (continued)

f) Excess Waiver

If a claim is more than £10,000, **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 event under more than one Section, **we** will only deduct one **excess** and this will be the highest applicable **excess**.

Section One – Buildings

Covering **your home** and **tenant's improvements** as defined in this policy.

Please read **your schedule** to see if this section applies.

What is covered	What is not covered
<p>This insurance covers the buildings for loss or damage.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none"> a) Loss or damage directly or indirectly caused by or arising from: <ul style="list-style-type: none"> i. warping, shrinking or normal settlement or collapse; ii. moth, vermin, wear and tear, infestation, corrosion, damp, wet or dry rot, mould, or anything which happens gradually; iii. misuse, latent defect, faulty design, faulty workmanship or faulty materials; iv. dryness, dampness, extremes of temperature or exposure to light; v. chewing, scratching, tearing or fouling by your domestic pets. However, this exclusion shall not apply if the total amount of all such claims during the period of insurance is less than £7,500; vi. pollution or contamination of any kind other than as a result of escape of oil from a fixed domestic heating installation at the premises. b) Loss or damage to gates, fences and hedges caused by storm, flood or weight of snow. c) The cost of general maintenance, electrical or mechanical faults or breakdown. 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: <ul style="list-style-type: none"> i. fire, lightning, explosion or earthquake; ii. aircraft and other flying devices or items dropped from them; iii. storm, flood or weight of snow; iv. collision by any vehicle or animal; v. subsidence, heave or landslip.

Section One – Buildings (continued)

What is covered	What is not covered
	<p>f) Loss or damage caused by subsidence, heave or landslip:</p> <ul style="list-style-type: none"> i. to domestic fixed fuel tanks, swimming pools, tennis courts, driveways, patios, terraces, walls, gates, fences, hedges, footpaths, bridges, culverts, permanently installed hot tubs and wind turbines unless the private dwelling is also affected at the same time by the same event; ii. to solid floors, unless the walls of the private dwelling are damaged at the same time by the same event; iii. 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; iv. due to faulty design, faulty workmanship or faulty materials; or v. as a result of the coast or riverbank wearing away. <p>g) Loss or damage caused by frost to permanently installed hot tubs.</p> <p>h) Loss or damage where you sign an agreement with a contractor which needs specific or joint insurance without getting our agreement first.</p>

This section of the insurance also covers	We will not pay
<p>A) Alternative Accommodation and Rent</p> <p>a. Loss of rent due to you and ground rent payable to you which you cannot recover; and</p> <p>b. The extra costs of using other accommodation, for you and your domestic pets, 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 under Section One.</p>	<p>a) For loss of rent for more than 60 months;</p> <p>b) For the extra costs of other accommodation for more than 60 months. If you claim for costs of other accommodation under Sections One and Two, we will not pay for costs of other accommodation for a period of more than 60 months in total.</p>
<p>B) Compulsory Evacuation</p> <p>The extra costs for up to 60 days of other accommodation for you and your domestic pets, 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>	

Section One – Buildings (continued)

This section of the insurance also covers	We will not pay
<p>C) Trace and Access</p> <p>The cost of finding the source of any water or oil which has escaped from any fixed tanks, apparatus, pipes or any fixed domestic heating installation within the boundary of your home for which you are legally responsible.</p>	<p>More than the sum insured during the period of insurance.</p>
<p>D) Loss of Domestic oil</p> <p>Up to £20,000 during the period of insurance for accidental loss of domestic heating oil.</p>	<p>More than £20,000 in total if you claim under Sections One and Two.</p>
<p>E) Increased Metered Water Charges</p> <p>Up to £50,000 during the period of insurance, for increased metered water charges you have to pay after water escapes which gives rise to a claim we accept under Section One.</p>	<p>More than £50,000 in total during the period of insurance if you claim for loss under Sections One and Two.</p>
<p>F) Garden Cover</p> <p>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 people acting maliciously or the emergency services.</p>	<p>a) For more than £2,500 for any one plant, tree or shrub; b) For more than 10% of the buildings sum insured during the period of insurance.</p>
<p>G) Selling Your Home</p> <p>Anyone buying your home will have the benefit of the protection provided under Section One between exchange of contracts and when the sale is completed.</p>	<p>If the buildings are insured under any other insurance.</p>
<p>H) Additional Fees and Costs</p> <p>Expenses you have to pay and which we have agreed in writing for additional rebuilding expenses following loss or damage to the buildings which is covered under Section One.</p>	<p>a) For any expenses for preparing a claim or an estimate of loss or damage; or b) For any costs if government or local authority requirements had been served on you before the loss or damage.</p>
<p>I) New Fixtures and Fittings</p> <p>Up to 25% of the buildings sum insured in any one period of insurance for loss or damage to new fixtures and fittings, fitted furniture and fitted appliances within your home which are waiting to be installed, as long as you notify us within 30 days of delivery.</p>	<p>a) For any loss or damage caused while installing the fixtures and fittings; or b) For items left in the open.</p>

Section One – Buildings (continued)

This section of the insurance also covers	We will not pay
<p>J) Unfixed Building Materials</p> <p>Up to £50,000 in any one period of insurance for loss or damage to unfixed building materials and supplies owned by you and kept within your home for use in the construction, maintenance or alteration of your home.</p>	<p>a) For any loss or damage caused while installing the unfixed building materials; or</p> <p>b) For items left in the open.</p>
<p>K) Replacement Locks</p> <p>Costs you have to pay for replacing locks to safes, alarms and outside doors and windows in your home following theft or loss of keys.</p>	
<p>L) Security Upgrade</p> <p>Up to £25,000 in any one period of insurance towards the cost of upgrading your alarm and security systems following a physical criminal assault on you at your home.</p>	<p>a) For any cost unless you obtain our agreement first;</p> <p>b) Following any domestic dispute;</p> <p>c) More than £25,000 in total if you claim under Sections One and Two.</p>
<p>M) Counselling Fees</p> <p>Up to £5,000 during the period of insurance for professional counselling fees following a physical criminal assault on you at your home.</p>	<p>a) For any cost unless you obtain our agreement first;</p> <p>b) Following any domestic dispute;</p> <p>c) More than £5,000 in total if you claim under Sections One and Two.</p>
<p>N) Essential Alterations</p> <p>Up to £50,000 during the period of insurance towards essential alterations to your home if you sustain a permanent physical injury as a direct result of a sudden, identified, unexpected and unforeseen accident.</p>	<p>a) For any cost unless you obtain our agreement first;</p> <p>b) For your domestic employees;</p> <p>c) If such permanent physical injury has been self-inflicted;</p> <p>d) More than £50,000 in total if you claim under Sections One and Two.</p>
<p>O) Temporary Removal of Permanent Fixtures</p> <p>Up to 10% of the buildings sum insured following loss or damage that is covered under Section One in any one period of insurance to permanent fixtures removed from the buildings for up to 60 days for repair, restoration or safekeeping.</p>	<p>For loss or damage of any item of fixtures being transported unless it is suitably packed and secured, given the nature of the item and how it is being transported.</p>
<p>P) Medical Emergency</p> <p>Up to £5,000 towards 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>	

Section One – Buildings (continued)

This section of the insurance also covers	We will not pay
<p>Q) Extended Replacement Cost</p> <p>Where you have a professional valuation for your home, completed within the last 5 years, that we have seen and approved and the sums insured reflect this, taking into consideration an amount for index-linking, we will pay for the cost of rebuilding or repairing damage that is covered under this insurance.</p>	<p>a) Unless you tell us about any additions, alterations or improvements you have made since the valuation was carried out and you have amended the sum insured to take into account any such additions, alterations or improvements;</p> <p>b) If your home is grade I or grade A listed.</p>
<p>R) Similar Property Purchase</p> <p>In the event the buildings of your home are damaged beyond economical repair, and permission to rebuild is refused by your local authority, we agree to pay up to 125% of the rebuilding cost of your home to help you purchase a similar property in the same area.</p>	<p>Unless the sum insured corresponds with a professional valuation, completed within the last 5 years that we have seen and approved.</p>
<p>S) Domestic Utility Expenses</p> <p>Following loss or damage to the solar panels attached to your home or wind turbines at your premises, we will pay you for the loss of income which would have been payable to you from your energy supplier had the loss or damage not occurred.</p>	<p>For more than 60 days.</p>
<p>T) Environmental Upgrades</p> <p>If, following a claim under this Section, you decide to install a solar, wind or geothermal power generating system to your home, we will pay towards the cost of installing such a system.</p> <p>The most we will pay during the period of insurance is £5,000 or 10% of the insured cost of repairs to the damaged property, whichever is the lesser.</p>	<p>a) Unless the heating system at your home is damaged and such damage is part of the loss or damage we have agreed to pay under this Section;</p> <p>b) Unless the covered loss we have agreed to pay is more than £10,000;</p> <p>c) If, at the time of the loss, there is already a solar, wind or geothermal power generating system in operation at your home.</p>
<p>U) Fly Tipping</p> <p>Up to £50,000 during the period of insurance to cover the reasonable and necessary costs incurred by you in removing rubbish and waste material which has been deposited on land at your premises without your permission.</p>	
<p>V) Home Upgrades</p> <p>If we have agreed your claim for loss or damage caused by escape of water or flood, we will contribute towards the cost of improvements intended to lessen or prevent a future occurrence of the same type.</p> <p>The most we will pay during the period of insurance is £5,000 or 10% of the insured cost of repairs to the damaged property, whichever is the lesser.</p>	<p>Unless the covered loss we have agreed to pay is more than £10,000.</p>

Section One – Buildings (continued)

These are the conditions of the insurance that **you** need to meet as **your** part of this contract. If **you** do not meet these conditions, **we** may need to reject a claim payment or a claim payment could be reduced. In some circumstances **your** policy may not be valid.

Conditions that only apply to Section One – Buildings

How we deal with your claim

- 1) If **your** claim for loss or **damage** is covered under Section One, **we** will pay the full cost of the repair, less any **excess** applicable, so long as:
 - the **buildings** were in a good state of repair immediately before the loss or **damage**; and
 - the **damage** has been repaired or loss has been reinstated.

We will take an amount off for wear and tear from the cost of any replacement or repair if immediately before the loss or **damage** the **buildings** were not in a good state of repair.
- 2) If a loss is paid under sub heading R of this Section, **you** will assign all title to the **premises** to **us** and pay **us** all monies **you** may receive as salvage.
- 3) **We** will not reduce the sum insured under Section One after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or **damage**.

Limitations that apply to Section One – Buildings

- 1) **We** will deduct the applicable **excess** from the agreed settlement of **your** claim as shown under General Conditions – **Excess** and **Excess Waiver on pages 17 and 18**.
- 2) **We** will not pay more than the sums insured for each **premises** shown in the **schedule** other than in accordance with sub headings Q and R *on page 23*.

Section Two – Contents

Covering the **contents** of **your home** as defined in this policy.

Please read **your schedule** to see if this section applies

What is covered	What is not covered
<p>This insurance covers the contents for loss or damage while at your home and while they are temporarily away from your home anywhere in the world.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none"> a) Loss or damage directly or indirectly caused by or arising from: <ul style="list-style-type: none"> i. moth, vermin, wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or anything which happens gradually; ii. misuse, latent defect, faulty design, faulty workmanship or faulty materials; iii. dryness, dampness, extremes of temperature or exposure to light; iv. chewing, scratching, tearing or fouling by your domestic pets. However, this exclusion shall not apply if the total amount of all such claims during the period of insurance is less than £7,500; v. dyeing, cleaning, repairing, renovating, restoration; or vi. pollution or contamination of any kind other than as a result of escape of oil from a fixed domestic heating installation at the premises. b) The cost of general maintenance or routine redecoration. c) Loss or damage caused by mechanical or electrical faults or breakdown. d) Loss or damage to property in the open caused by storm, flood or weight of snow. e) Loss or damage to freezer contents resulting from the failure of your gas or electricity supply caused by strike or any other industrial action. 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 subsidence, heave or landslip; <ul style="list-style-type: none"> i. as a result of the coast or riverbank wearing away; ii. if compensation has been provided for (or would have been if it wasn't for this insurance) under any contract, guarantee or by law; or iii. due to faulty design, faulty workmanship or faulty materials.

Section Two – Contents (continued)

This section of the insurance also covers	We will not pay
<p>A) Glass and Sanitary Ware</p> <p>Accidental breakage of:</p> <ul style="list-style-type: none"> a. fixed glass and double glazing; and b. sanitary ware <p>forming part of the buildings which you are legally responsible for as a tenant and do not have other insurance for.</p>	
<p>B) Loss of Rent</p> <p>Rent you have to pay as occupier if the buildings cannot be lived in following loss or damage that is covered under Section Two.</p>	Rent for more than 60 months.
<p>C) Alternative Accommodation</p> <p>The extra costs of using other accommodation, for you and your domestic pets, as similar to your existing accommodation as possible, which you have to pay for if the buildings cannot be lived in following loss or damage that is covered under Section Two.</p>	For the extra costs of other accommodation for more than 60 months. If you claim for costs of other accommodation under Sections One and Two, we will not pay for costs of other accommodation for a period of more than 60 months in total.
<p>D) Home Office Business</p> <p>You for your increased cost of carrying on your home office business caused only and directly by the following:</p> <ul style="list-style-type: none"> a. Loss or damage to your buildings or home office equipment which is covered under this insurance; or b. 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 but for no longer than 12 months.</p> <p>The amount we pay will be the extra necessary and reasonable costs you have to pay to continue your home office business, less any savings which result from the reduced costs and expenses during the time your work is interrupted.</p>	<ul style="list-style-type: none"> a) For any amount over £50,000; or b) For any increased cost of carrying on your home office business directly or indirectly caused by or resulting from an act of terrorism.

1 Section Two – Contents (continued)

This section of the insurance also covers	We will not pay
<p>E) Tenant's Liability</p> <p>Your legal responsibility as a tenant for loss of or damage to the buildings caused by loss or damage that is covered under Section Two.</p>	<p>a) For any amount over £1,000,000;</p> <p>b) For loss or damage caused by fire, lightning or explosion to the buildings other than to the landlords' fixtures and fittings;</p> <p>c) For loss or damage arising from subsidence, heave or landslip.</p>
<p>F) New Acquisitions - Gifts</p> <p>Up to £50,000 during the period of insurance for wedding, anniversary, birthday, religious or other celebration gifts bought by you but not yet given (or which have been bought for you).</p>	<p>For loss or damage which we specifically exclude elsewhere under Section Two.</p>
<p>G) New Acquisitions</p> <p>Up to 25% of the contents sum insured for new items you have bought but which you have not told us about yet.</p>	<p>a) For loss or damage which we specifically exclude elsewhere under Section Two;</p> <p>b) After 90 days of buying the item if you have not told us about doing so.</p>
<p>H) Fatal Injury</p> <p>Fatal injury to you caused by fire or assault at the premises or assault elsewhere within the United Kingdom provided that death ensues within 12 months of injury. We will pay</p> <p>a) £125,000 for each insured person over 16 years; and</p> <p>b) £5,000 for each person under 16 years at the time of their death.</p>	
<p>I) Replacement Locks</p> <p>Costs you have to pay for replacing locks to safes, alarms and outside doors and windows in your home following theft or loss of keys.</p>	
<p>J) Increased Metered Water Charges</p> <p>Up to £50,000 during the period of insurance for increased metered water charges you have to pay after water escapes which gives rise to a claim we accept under Section Two.</p>	<p>If you claim for loss under Sections One and Two, more than £50,000 in total during the period of insurance.</p>

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Section Two – Contents (continued)

<p>K) Loss of Domestic Oil</p> <p>Up to £20,000 during the period of insurance for accidental loss of domestic heating oil.</p>	<p>More than £20,000 in total if you claim under Sections One and Two.</p>
<p>L) Contents of Guests</p> <p>Personal property of guests up to £5,000 for each person and personal property of domestic employees (who do not live in any of the homes listed in your schedule) up to £2,500 for each person.</p>	<p>a) For loss or damage which we specifically exclude elsewhere in this policy;</p> <p>b) For loss or damage to their money, valuables or credit cards;</p> <p>c) If there is any other insurance in place;</p> <p>d) For loss or damage which occurs away from the premises;</p> <p>e) More than £750 for any one item.</p>
<p>M) Marquees</p> <p>Up to £50,000 for loss or damage to marquees and associated equipment, which are being temporarily loaned or hired to you and for which you are responsible, while at the premises.</p>	<p>a) If you fail to keep to manufacturers or owners written instructions;</p> <p>b) For loss or damage during erection or dismantling;</p> <p>c) If cover is provided under any other insurance.</p>
<p>N) Family in Residential Care</p> <p>Up to £15,000 for loss or damage to the belongings of your parents or grandparents who are living in a residential nursing or care home.</p>	<p>a) More than £2,500 for any one event of loss or damage for valuables or gold and silver items;</p> <p>b) For money and credit cards;</p> <p>c) For loss or damage which we specifically exclude elsewhere in this policy.</p>
<p>O) Hole In One</p> <p>Up to £1,000:</p> <p>a) towards expenses you incur; or</p> <p>b) to a charity of your choice</p> <p>in the event of a hole in one being achieved by you during an official golf competition provided that the certified scorecard and certificate are submitted to us at the time of making a claim.</p>	<p>More than £1,000 during the period of insurance.</p>
<p>Q) Security Upgrade</p> <p>Up to £25,000 in any one period of insurance towards the cost of upgrading your alarm and security systems following a physical criminal assault on you at your home.</p>	<p>a) For any cost unless you obtain our agreement first;</p> <p>b) Following any domestic dispute;</p> <p>c) More than £25,000 in total if you claim under Sections One and Two.</p>

Section Two – Contents (continued)

This section of the insurance also covers	We will not pay
<p>R) Counselling Fees</p> <p>Up to £5,000 during the period of insurance for professional counselling fees following a physical criminal assault on you at your home.</p>	<p>a) For any cost unless you obtain our agreement first;</p> <p>b) Following any domestic dispute;</p> <p>c) More than £5,000 in total if you claim under Sections One and Two.</p>
<p>S) Essential Alterations</p> <p>Up to £50,000 during the period of insurance towards essential alterations to your home if you sustain a permanent physical injury as a direct result of a sudden, identified, unexpected and unforeseen accident.</p>	<p>a) For any cost unless you obtain our agreement first;</p> <p>b) For your domestic employees;</p> <p>c) If such permanent physical injury has been self inflicted;</p> <p>d) More than £50,000 in total if you claim under Sections One and Two.</p>
<p>T) Home Upgrades</p> <p>If we have agreed your claim for loss or damage caused by escape of water or flood, we will contribute towards the cost of improvements intended to lessen or prevent a future occurrence of the same type.</p> <p>The most we will pay during the period of insurance is £5,000 or 10% of the insured cost of repairs to the damaged property, whichever is the lesser.</p>	<p>Unless the covered loss we have agreed to pay is more than £10,000.</p>

Section Two – Contents (continued)

Limits for certain contents	
We will pay up to:	Special conditions or exceptions
<p>A) Outdoor Items</p> <p>£50,000 or 10% of the contents sum insured, whichever is the greater, for garden furniture, permanently fixed statues and ornaments and other similar items which are normally kept outdoors.</p>	<p>This limit does not apply to radio and television aerials, satellite dishes, their fittings and masts which are attached to your home.</p>
<p>B) Deeds and Registered Bonds</p> <p>£20,000 for deeds, registered bonds and other personal documents.</p>	
<p>C) Stamps and Coins</p> <p>£10,000 in total for stamps or coins forming part of a collection, unless specified in your schedule.</p>	
<p>D) Gold and Silver</p> <p>£25,000 in total for gold and silver unless specified in your schedule, where all items with an individual value of more than £30,000 must be specified in the schedule under Section Three.</p>	
<p>E) Valuables</p> <p>£25,000 in total for valuables unless specified in your schedule, where all items with an individual value of more than £30,000 must be specified in the schedule under Section Three.</p>	
<p>F) Antiques and Works of Art</p> <p>£50,000 in total for antiques and works of art unless specified in your schedule, where all items with an individual value of more than £30,000 must be specified in the schedule under Section Three.</p>	
<p>G) Domestic Machinery</p> <p>£25,000 in total for domestic garden machinery and quad bikes used within the premises, golf buggies, non-motorised trailers and mobility aids.</p>	<p>Cover for loss or damage by theft, attempted theft and/or malicious damage applies only if these items are kept in a locked building when not in use.</p>
<p>H) Watercraft</p> <p>£15,000 in total for manually operated rowing boats, punts, canoes, stand up paddle boards, sailboards or dinghies, including their accessories.</p>	

Section Two – Contents (continued)

Limits for certain contents	
We will pay up to:	Special conditions or exceptions
<p>I) Computer Software and Digital Media £15,000 in total for the cost of replacing your computer software and personal digital media, including music and film, that you have previously legally downloaded to your computer or multimedia device (s) following loss or damage covered by this insurance.</p>	
<p>J) Money £10,000 in total for money.</p>	
<p>K) Credit Cards £35,000 for credit cards.</p>	<p>We will only pay amounts you legally have to pay, as a result of unauthorised use, after the cards have been lost or stolen. You must comply with the terms and conditions under which the credit cards were issued.</p>

Section Two – Contents (continued)

These are the conditions of the insurance that **you** need to meet as **your** part of this contract. If **you** do not meet these conditions, **we** may need to reject a claim payment or a claim payment could be reduced. In some circumstances **your** policy may not be valid.

Conditions that only apply to Section Two – Contents

How we deal with your claim

- 1) If **you** claim for loss or **damage** to the **contents**, **we** will repair, replace or pay for any item covered under Section Two.
- 2) Where **you** have a professional valuation, carried out within the last five 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.
- 3) **We** will not reduce the sum insured under Section Two after **we** have paid a claim as long as **you** agree to carry out **our** reasonable recommendations to prevent further loss or **damage**.

Limitations that apply to Section Two – Contents

- 1) **We** will deduct the applicable **excess** from the agreed settlement of **your** claim as shown under General Conditions – **Excess** and **Excess Waiver on pages 17 and 18**.
- 2) **We** will not pay any more than the sum insured for each **premises** shown in the **schedule** other than in accordance with Condition 2 above.

Section Three – Valuables, Antiques and Works of Art, Gold and Silver

Please read **your schedule** to see if this section applies.

What is covered	What is not covered
<p>This insurance covers the Valuables, Antiques and Works of Art, Gold and Silver for loss or damage while at your home and while they are temporarily away from your home anywhere in the world.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none"> a) Loss or damage directly or indirectly caused by or arising from: <ul style="list-style-type: none"> i. moth, vermin, wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or anything which happens gradually; ii. misuse, latent defect, faulty design, faulty workmanship or faulty materials; iii. dryness, dampness, extremes of temperature or exposure to light; iv. chewing, scratching, tearing or fouling by your domestic pets. However, this exclusion shall not apply if the total amount of all such claims during the period of insurance is less than £7,500; v. dyeing, cleaning, repairing, renovating, restoration or being worked on; or vi. pollution or contamination of any kind other than as a result of escape of oil from a fixed domestic heating installation at the premises. b) Loss or damage caused by mechanical or electrical faults or breakdown. c) 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 £30,000 in respect of any one item of valuables, antiques, works of art, gold and silver unless otherwise stated in the schedule.

This section of the insurance also covers	We will not pay
<p>A) New Acquisitions</p> <p>We will cover new items you have bought but which you have not told us about yet.</p>	<ul style="list-style-type: none"> a) For loss or damage which we specifically exclude elsewhere under Section Three; b) More than 25% of the sum insured or £50,000, whichever is greater under this Section for valuables, antiques and works of art, gold and silver; c) After 90 days of purchase if you have not told us you have bought the item.

Section Three – Valuables, Antiques and Works of Art, Gold and Silver (continued)

This section of the insurance also covers	We will not pay
<p>B) Death of an Artist</p> <p>We will automatically increase the insured value of any item listed in the specification for works of art by up to 200% if the artist dies during the period of insurance. We will only do this for the 6 months immediately following the death of that artist.</p>	<p>a) More than £100,000 in total during any one period of insurance;</p> <p>b) If you are unable to provide a professional valuation or purchase receipt and proof of increased value which is less than five years old at the time of any loss or damage.</p>
<p>C) Defective Title</p> <p>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>	<p>a) More than £100,000 in total during any one period of insurance;</p> <p>b) Unless you prove that you made enquiries about where the item came from before you bought it;</p> <p>c) Unless you bought the item during the period that the antiques and works of art have been insured with us;</p> <p>d) Unless you told us about a claim during the period of insurance.</p>
<p>D) Temporary Removal of Valuables</p> <p>Where your schedule states that valuables are insured in the bank, we agree to cover them up to a maximum of £50,000 for loss or damage whilst temporarily removed from the bank or safe deposit for up to 30 days in any one period of insurance without our previous agreement.</p>	<p>a) For loss or damage</p> <ul style="list-style-type: none"> i. unless you have a professionally installed safe at your home with an adequate cash rating; or ii. unless items are worn, in your custody and control or in the same room as you, at the time that loss or damage takes place.

Section Three – Valuables, Antiques and Works of Art, Gold and Silver (continued)

These are the conditions of the insurance that **you** need to meet as **your** part of this contract. If **you** do not meet these conditions, **we** may need to reject a claim payment or a claim payment could be reduced. In some circumstances **your** policy may not be valid.

Conditions that only apply to Section Three – Valuables, Antiques and Works of Art, Gold and Silver

How we deal with your claim:

1) Valuables

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

2) Antiques and Works of Art, Gold and silver

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).

For specified items individually listed in the **schedule**, **you** may decide whether **we** repair, replace or pay the value of 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 five 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) Valuables, Antiques and Works of Art, Gold and Silver

If, following a claim, **you** can produce a professional valuation (not more than five years old) which has been approved by **us**, and is dated previous to the loss, **we** will treat the sum insured as automatically agreed.

Limitations that apply to Section Three – Valuables, Antiques and Works of Art, Gold and Silver

- 1) **We** will deduct the applicable **excess** from the agreed settlement of **your** claim as shown under General Conditions – **Excess** and **Excess Waiver on pages 17 and 18.**
- 2) **We** will not pay more than the sums insured shown in the **schedule** unless **we** agree otherwise, other than in accordance with conditions 1 and 2 above.

Section Four – Accidents to Domestic Employees

This Section applies only if the **contents** are insured under Section Two.

What is covered	What is not covered
<p>We will pay for amounts you become legally liable to pay, including costs and expenses which we have agreed in writing, for bodily injury (including death or disease) by an accident happening during the period of insurance anywhere in the world to your domestic employees employed in connection with the premises shown in the schedule.</p>	<p>We will not pay for bodily injury arising directly or indirectly:</p> <ul style="list-style-type: none"> a) by any motorised or horse-drawn vehicle other than; <ul style="list-style-type: none"> i. domestic garden equipment whilst being used within the premises; and ii. pedestrian-controlled garden equipment, mobility scooters or wheelchairs or items designed for a child's use. b) whilst the domestic employee is in Canada or the United States of America after the total period of stay in either or both countries has exceeded 90 days in the period of insurance. c) your liability for fines or penalties, or for damages which are only intended to punish you or to make an example of you.

Limitations that only applies to Section Four – Accidents to Domestic Employees

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

Section Five– Legal Liability to the Public

This Section applies only if the **buildings** are insured under Section One and/or the **contents** are insured under Section Two.

Part A

This Section applies in the following way:

- If only **buildings** are insured, **your** legal liability as owner only but not as occupier is covered under Part A i) below;
- If only **contents** are insured, **your** legal liability as occupier only but not as owner is covered under Part A i) and Part A ii) below; and
- If **buildings** and **contents** are insured, **your** legal liability as owner or occupier is covered under Part A i) and Part A ii) below.

What is covered	What is not covered
<p>A) We will pay you:</p> <p>i) as owner or occupier for any amounts you become legally liable to pay as damages for;</p> <p style="padding-left: 20px;">a) bodily injury (including death or disease); or</p> <p style="padding-left: 20px;">b) damage to property; caused by an accident happening at the premises during the period of insurance;</p> <p style="text-align: center;">OR</p> <p>ii) as a private individual for any amounts you become legally liable to pay as damages for;</p> <p style="padding-left: 20px;">a) bodily injury (including death or disease); or</p> <p style="padding-left: 20px;">b) damage to property; caused by an accident anywhere in the world during the period of insurance.</p>	<p>We will not pay for any liability:</p> <p>a) For bodily injury to;</p> <p style="padding-left: 20px;">i. you; or</p> <p style="padding-left: 20px;">ii. any person who at the time of sustaining such injury is engaged in your service;</p> <p>b) For damage to property owned by or in the charge or control of;</p> <p style="padding-left: 20px;">i. you; or</p> <p style="padding-left: 20px;">ii. any person engaged in your service;</p> <p>c) In Canada or the United States of America after the total period of stay in either or both countries has exceeded 90 days during the period of insurance.</p> <p>d) Arising directly or indirectly out of any manual business or employment other than incidental farming.</p> <p>e) Which you have assumed under contract and which would not otherwise have attached.</p> <p>f) Arising out of any criminal acts.</p> <p>g) Arising out of your ownership, possession or use of:</p> <p style="padding-left: 20px;">i. any motorised vehicle other than quad bikes, golf buggies, domestic garden equipment, mobility scooters or wheelchairs, 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;</p>

Section Five– Legal Liability to the Public (continued)

What is covered	What is not covered
	<p>ii. any aircraft or watercraft other than manually operated rowing boats, punts or canoes, stand up paddle boards, sailboards or dinghies;</p> <p>iii. any animal other than incidental farming livestock or a horse or domestic pet, provided such pet is not a dog treated as 'dangerous' under the Dangerous Dogs Act 1991 or similar legislation; or</p> <p>iv. any power operated lift other than those designed for and used by the disabled or infirm and/or lifts that are the subject of an annual maintenance contract with a professional inspection company:-</p> <p>h) In respect of any kind of pollution or contamination other than;</p> <p>i. 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;</p> <p>and</p> <p>ii. reported to us not later than 30 days from the end of the period of insurance;</p> <p>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.</p> <p>i) Arising out of your ownership, occupation, possession or use of any land or building that is not within the premises.</p> <p>j) If you are entitled to payment under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted.</p> <p>k) Arising out of any goods or products</p> <p>designed, constructed, manufactured, altered, repaired, serviced, treated, sold, supplied or distributed by you; or</p> <p>m) Your liabilities for fines or penalties, or for damages which are only intended to punish you or to make an example of you.</p>

Section Five– Legal Liability to the Public (continued)

This Section of the insurance also covers	We will not pay
<p>Part B) Unrecovered Court Awards</p> <p>We will pay for sums which you have been awarded during the period of insurance by a court in the United Kingdom and which still remain outstanding 3 months after the award has been made provided that</p> <ol style="list-style-type: none"> I. Part A ii) of this section would have paid you had the award been made against you rather than to you; II. there is no appeal pending; and III. you agree to allow us to enforce any right which we shall become entitled to upon making payment. 	
<p>Part C) Defective Premises</p> <p>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.</p>	<ol style="list-style-type: none"> a) For any liability if you are entitled to payment under any other insurance. b) For the cost of repairing any fault or alleged fault.

Limitations that only apply to Section Five – Legal Liability to the Public

We will not pay

- a) in respect of pollution or contamination, more than £10,000,000 in all during the **period of insurance**;
- b) in respect of other liability covered under Section Five, more than £10,000,000 during the **period of insurance** for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing, other than under Part B) above where **we** will not pay more than £5,000,000 any one event;
- c) for the vehicles listed in the exception under Part A), **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.
- d) where indemnity is provided in respect of occurrences in the United States of America or Canada or their dependencies or trust territories **Our** Liability inclusive of all costs and expenses shall not exceed the Limit of Indemnity shown in the **Schedule**.
- e) in respect of any legal liability arising directly or indirectly from any Pollution or contamination of **buildings** or other structures or of water or land or the atmosphere in North America or where a claim is brought in a court of law in North America.

Section Six – Family Legal Protection

This insurance is managed and provided by **Arc** Legal Assistance Limited. It is underwritten by AmTrust Europe Limited, on whose behalf **We** act.

If a claim is accepted under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **Conflict of Interest** arises. Where it is necessary to start court proceedings or a **Conflict of Interest** arises and **You** want to use a legal representative of **Your** own choice, **Advisers' Costs** payable by **Us** are limited to no more than (a) **Our Standard Advisers' Costs**; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs Regime, whichever is the lower amount.

The insurance covers **Costs** as detailed under the separate sections of cover, less any **Excess** up to the **Maximum Amount Payable** where:-

- a) The **Insured Event** takes place in the **Period of Insurance** and within the **Territorial Limits**
- b) The **Legal Action** takes place within the **Territorial Limits**.

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

IMPORTANT CONDITIONS

If **Your** claim is covered under a section of this policy and no exclusions apply then it is vital that **You** comply with the conditions of this policy in order for **Your** claim to proceed. The conditions applicable to this section are contained under the 'Conditions' section below and should be read carefully. Some of the main conditions to this insurance are that:

Prospects of Success

There must be more than a 50% chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of **money** at stake, enforcing a judgment or achieving an outcome which best serves **Your** interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Adviser**. If the **Adviser** determines that there is not more than a 50% chance of success then **We** may decline or discontinue support for **Your** case.

Proportional Costs

An estimate of the **Costs** to deal with **Your** claim must not be more than the amount of **money** in dispute. The estimate of the **Costs** will be provided with the assessment of **Your** case and will be carried out by the independent **Adviser**. If the estimate exceeds the amount in dispute then **We** may decline or discontinue support for **Your** case.

Duty of Disclosure

If this policy covers **You** as a private individual, unrelated to any trade, **business** or profession, **You** must take reasonable care to disclose correct information. The extent of the information **You** are required to disclose will be based on, among other things, the type of insurance, explanatory material and the clarity and specificity of the questions **You** are asked when **You** took out this insurance.

Suspension of Cover

If **You** breach a condition of this insurance contract which is essential to its performance, this insurance contract will be suspended from the time of the breach until the time the breach can be remedied. The **Insurer** will have no liability to **You** for any loss which occurs, or which is attributable to something happening, during the period when this insurance contract is suspended.

Section Six – Family Legal Protection (continued)

Definitions that apply to Section Seven – Family Legal Protection

The definitions applying to the whole policy as stated on page 12 of this policy shall include or be substituted with the following definitions in respect of this Section only.

Where the following words appear in bold they have these special meanings.

Adviser	Our specialist panel solicitors or accountants or their agents appointed by Us to act for You , or, and subject to Our agreement, where it is necessary to start court proceedings or a Conflict of Interest arises, another legal representative nominated by You .
Advisers' Costs	Legal or accountancy fees and disbursements incurred by the Adviser .
Adverse Costs	Third party legal costs awarded against You which shall be paid on the standard basis of assessment provided that these costs arise after written acceptance of a claim.
Conditional Fee Agreement	An agreement between You and the Adviser or between Us and the Adviser which sets out the terms under which the Adviser will charge You or Us for their own fees.
Costs	Standard Advisers' Costs and Adverse Costs .
Conflict of Interest	Situations where We administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.
Contract of Employment	A contract of service, whether express or implied, and (if it is express) whether oral or in writing.
Daily Rate	An amount equal to 1/250th of either of the following: <ul style="list-style-type: none"> • If You are employed, the average of the amounts shown on Your payslips from Your employer during the last 12 months (excluding bonus payments and overtime); or • If You are self-employed, the monthly average of the income You declared to HM Revenue and Customs for the previous tax year
Data Controller	The party which determines the purpose for, and the manner in, which personal data are, or are to be, processed.
Data Protection Legislation	The relevant Data Protection Legislation in force within the Territorial Limits where this cover applies at the time of the Insured Event .
Dilapidations Inventory	A full and detailed inventory of Your contents and their condition within the Let Property which has been signed by the Tenant .
Disclosure Breach	Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.
Domestic Employee	A person who lives at your home and is employed by You under a Contract of Employment to carry out domestic duties for Your household.

Definitions (continued)

Employee	An individual who has entered into or works under (or, where the employment has ceased, worked under) a Contract of Employment .
Excess	<p>The amount that You must pay towards the cost of any claim as stated below:-</p> <ul style="list-style-type: none"> • Tax Disputes (Aspect Enquiries): £200 • Property Damage section: £250 • All other sections: Nil <p>The Excess shall be paid to and at the request of the Adviser.</p>
Guarantor	The individual or organisation assigned to the Tenancy Agreement that has received a Tenant Reference and provided a financial guarantee of the Tenant's performance of his obligations under the Tenancy Agreement .
HM Revenue and Customs Aspect Enquiry	An enquiry which takes place when an officer of HM Revenue and Customs issues a formal notice under S9A of the Taxes Management Act 1970 in order to make an HM Revenue and Customs Aspect Enquiry into only certain boxes on Your self-assessment Return
HM Revenue and Customs Full Enquiry	An extensive examination by HM Revenue & Customs under Section 9A of the Taxes Management Act 1970 into all aspects of Your PAYE income or gains.
Identity Fraud	A person or group of persons knowingly using a means of identification belonging to You without Your knowledge or permission with intent to commit or assist another to commit an illegal act.
Insured Event	<p>The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance.</p> <p><u>Employment</u> In employment disputes the Insured Event will be the receipt of an ET1 Employment Tribunal Claim Form.</p> <p><u>Identity Fraud</u> In a claim arising from Identity Fraud the Insured Event is a single act or the start of a series of single acts against You by one person or group of people.</p> <p><u>Tax</u> In accountancy matters the Insured Event arises on the date that You or Your Adviser are contacted either verbally or in writing, by the relevant department of HMRC advising You of either dissatisfaction with Your returns, or amounts paid, or notice of intention to investigate.</p> <p><u>Jury Service</u> In a claim arising from jury service the Insured Event arises at the end of the period of jury service, at which point You can submit a claim.</p> <p>For the purposes of the Maximum Amount Payable, only one Insured Event will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.</p>

Definitions (continued)

Insurer	AmTrust Europe Limited.
Legal Action(s)	<ul style="list-style-type: none"> • The pursuit or defence of civil legal cases for damages and/or injunctions, specific performance or; • The defence of criminal prosecutions to do with Your employment, • The defence of motor prosecutions
Legal Helpline	The service provided by Our panel solicitors on Our behalf which enables You to obtain advice on any matter which may give rise to a claim under this insurance.
Let Property	The Let Property shown in the insurance schedule and declared to Insurers
Maximum Amount Payable	The maximum payable in respect of an Insured Event is stated below: Storage Costs: £50 per day, up to a maximum of 6 days; Hotel Expenses: £175 per day, up to a maximum of 30 days; All other sections: £100,000
Period of Insurance	One year from the inception or renewal date shown on Your insurance schedule .
Rent	The monthly amount payable by the Tenant to You as set out in the Tenancy Agreement .
Standard Advisers' Costs	The level of Advisers' Costs that would normally be incurred in using a specialist panel solicitor or their agents
Tenancy Agreement	<p>A Tenancy Agreement between You and the Tenant in relation to the Let Property which is:-</p> <ul style="list-style-type: none"> (a) an Assured Shorthold Tenancy Agreement as defined within the Housing Act 1988 (as amended) or its equivalent outside of England and Wales but within the Territorial Limits, or (b) a Company Residential Tenancy (Company Let) created after 28th February 1997 where the Tenant is a public limited company (plc) or limited company (Ltd) or its equivalent outside of England and Wales but within the Territorial Limits and the Let Property is let purely for residential purposes of the Tenant's employees and their family, or (c) a written common law residential Tenancy Agreement created after 28th February 1997 between individuals where the Rent is in excess of £100,000 per annum or its equivalent outside of England and Wales but within the Territorial Limits, and which is:- <ul style="list-style-type: none"> i) Appropriate for the tenancy; and ii) Where relevant, signed and independently witnessed by You, the Tenant(s) and if required as a condition of the Tenant Reference, the Guarantor; and iii) Free from any unreasonably restrictive covenants <p>The Tenancy Agreement must be for a fixed term of no more than 12 months or if longer, must contain a break clause allowing both parties to terminate the tenancy after the first 12 months</p>
Tenant	The occupier of the Let Property named in the Tenancy Agreement as the Tenant and who has received a Tenant Reference confirming that he/she can, solely or jointly with another Tenant or other Tenants , afford to cover the cost of the Rent in full.

Definitions (continued)

Tenant Reference

A credit check against the **Tenant** and any **Guarantor** obtained from a licensed credit referencing company showing no County Court Judgments in the past three years and no outstanding County Court Judgments, together with copies of two forms of identification, one of which must contain a photograph, and a written employers' reference on company letter headed paper confirming their permanent and current employment and that their gross monthly salary is at least a multiple of 2.5 of the **Tenant's Rent**. If all of the above are not available or in the case of student **Tenants** or **Tenants** receiving any income or housing related government benefit, a full **Tenant Reference** showing a Pass on the **Tenant** and **Guarantor** must be obtained from **Our** approved **Tenant** Referencing Company. Details of these companies are available by referring to the **Arc** Legal website;
<http://www.arclegal.co.uk/informationcentre/approved-referencing-list.php>.

Territorial Limits

Personal Injury, Consumer Pursuit and Consumer Defence: The **United Kingdom**, the Channel Islands, the Isle of Man and the European Union

All other sections: The **United Kingdom**, the Channel Islands and the Isle of Man.

We/Us/Our

Arc Legal Assistance Limited.

You/Your /Yourself

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

Section Six – Family Legal Protection

Covering Legal Cost and Expenses

What is Insured	What is not insured
<p>A) Personal Injury</p> <p>Costs to pursue a Legal Action following an accident resulting in Your personal injury or death against the person or organisation directly responsible.</p> <p>If the Legal Action is going to be decided by a court in England or Wales and the damages You are claiming are above the small claims track limit, the Adviser must enter into a Conditional Fee Agreement which waives their own fees if You fail to recover the damages that You are claiming in the Legal Action in full or in part. If the damages You are claiming are below the small claims track limit Advisers' Costs will not be covered but You can access the Legal Helpline for advice on how to take Your case further.</p>	<p>Claims:</p> <p>a) Arising from medical or clinical treatment, advice, assistance or care b) For stress, psychological or emotional injury unless it arises from You suffering physical injury c) For illness, personal injury or death caused gradually and not caused by a specific sudden event</p>
<p>B) Clinical Negligence</p> <p>Costs to pursue a Legal Action for damages following clinical negligence resulting in Your personal injury or death against the person or organisation directly responsible.</p> <p>If the Legal Action is going to be decided by a court in England or Wales and the damages You are claiming are above the small claims track limit, the Adviser must enter into a Conditional Fee Agreement which waives their own fees if You fail to recover the damages that You are claiming in the Legal Action in full or in part. If the damages You are claiming are below the small claims track limit Advisers' Costs will not be covered but You can access the Legal Helpline for advice on how to take Your case further.</p>	<p>Claims for stress, psychological or emotional injury unless it arises from You suffering physical injury</p>

Section Six – Family Legal Protection (continued)

What is Insured	What is not insured
<p>C) Consumer Pursuit</p> <p>Costs to pursue a Legal Action following a breach of a contract You have for buying or renting goods or services for Your private use. The contract must have been made after You first purchased this insurance unless You have held this or equivalent cover with Us or another insurer continuously from or before the date on which the agreement was made.</p>	<p>Claims</p> <ul style="list-style-type: none"> a) Where the amount in dispute is below £250 plus VAT b) Where the breach of contract occurred before You purchased this insurance c) Involving a vehicle owned by You or which You are legally responsible for d) Arising from a dispute with any government, public or local authority e) Arising from the purchase or sale of Your main home f) Relating to a lease tenancy or licence to use property or land g) Relating to a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled h) Relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to You i) Directly or indirectly arising from planning law j) Directly or indirectly arising from constructing buildings or altering their structure for Your use, except in relation to disputes where the amount in dispute is below £5000 inc. VAT
<p>D) Consumer Defence</p> <p>Costs to defend a Legal Action brought against You following a breach of a contract You have for selling Your own personal goods. The contract must have been made after You first purchased this insurance unless You have held this or equivalent cover with Us or another insurer continuously from or before the date on which the agreement was made.</p>	<p>Claims</p> <ul style="list-style-type: none"> a) Where the amount in dispute is below £250 plus VAT b) Where the breach of contract occurred before You purchased this insurance c) Involving a vehicle owned by You or which You are legally responsible for d) Arising from a dispute with any government, public or local authority e) Arising from the sale or purchase of Your main home f) Relating to a lease tenancy or licence to use property or land

Section Six – Family Legal Protection (continued)

What is Insured	What is not insured
<p>E) Property Infringement</p> <p>Costs to pursue a Legal Action for nuisance or trespass against the person or organisation infringing Your legal rights in relation to Your main home</p>	<p>Claims</p> <p>a) Where the nuisance or trespass started within the first 180 days after You first purchased this insurance unless You have held equivalent cover with Us or another insurer continuously for a period of at least 180 days leading up to when the nuisance or trespass first started</p> <p>b) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority</p> <p>c) For adverse possession</p> <p>d) In respect of a contract You have entered into</p> <p>e) Directly or indirectly arising from planning law</p> <p>f) Directly or indirectly arising from constructing buildings or altering their structure for Your use</p> <p>g) Directly or indirectly arising from:</p> <p>i.) Subsidence meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building</p> <p>ii.) Heave meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground</p> <p>iii.) Land slip meaning downward movement of sloping ground</p> <p>iv.) Mining or quarrying</p>
<p>F) Property Damage</p> <p>Costs to pursue a Legal Action for damages against a person or organisation that causes physical damage to Your main home. The damage must have been caused after You first purchased this insurance.</p>	<p>Claims</p> <p>a) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority</p> <p>b) In respect of a contract You have entered into</p> <p>c) Directly or indirectly arising from planning law</p> <p>d) Directly or indirectly arising from constructing buildings or altering their structure for Your use</p> <p>e) Directly or indirectly arising from:</p> <p>i.) Subsidence meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building</p> <p>ii.) Heave meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground</p> <p>iii.) Land slip meaning downward movement of sloping ground</p> <p>iv.) Mining or quarrying</p>
<p>G) Property Sale and Purchase</p> <p>Costs to pursue or defend a Legal Action arising from a breach of a contract for the sale or purchase of Your main home.</p>	<p>Claims</p> <p>a) Where You have purchased this insurance after the date You completed the sale or purchase of Your main home</p> <p>b) Where the amount in dispute is below £250 plus VAT</p> <p>c) Directly or indirectly arising from planning law</p> <p>d) Directly or indirectly arising from constructing buildings or altering their structure for Your use</p>

Section Six – Family Legal Protection (continued)

What is Insured	What is not insured
<p>H) Employment Pursuit</p> <p>Standard Advisers' Costs to pursue a Legal Action brought before an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) against an employer or ex-employer for breach as an Employee of Your:-</p> <p>a) Contract of Employment; or b) legal rights under employment laws.</p>	<p>Claims</p> <p>a) Where the breach occurred within the first 90 days after You first purchased this insurance unless You have held equivalent cover with Us or another insurer continuously for a period of at least 90 days leading up to when the breach first occurred</p> <p>b) For a dispute with an employer or ex-employer unless it is pursued in an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man)</p> <p>c) For Standard Advisers' Costs of any disciplinary, investigatory or grievance procedure connected with Your Contract of Employment or the costs associated with any settlement agreement</p> <p>d) Where the breach is alleged to have commenced or to have continued after termination of Your employment</p> <p>e) For an allegation of less favorable treatment between men and women in terms of pay and conditions of employment</p> <p>f) For any hearing fees and issue fees which You may be required to pay in order to bring a claim at an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man)</p>
<p>I) Employment Defence</p> <p>Costs to defend a Legal Action in a dispute with Your Domestic Employee that arises from:</p> <p>a) Their dismissal by You b) The terms of a contract of service or service occupancy agreement between You and Your Domestic Employee c) An alleged breach of Your Domestic Employee's legal rights under employment laws.</p>	
<p>J) Tax</p> <p>Standard Advisers' Costs incurred by an Accountant if You are subject to an HM Revenue and Customs Full Enquiry into Your personal Income Tax position.</p> <p>This cover applies only if You have:-</p> <p>a) Maintained proper, complete, truthful and up to date records b) Made all returns at the due time without having to pay any penalty c) Provided all information that HM Revenue and Customs reasonably requires</p>	<p>Claims</p> <p>a) Where:</p> <p>i) Deliberate misstatements or omissions have been made, to the authorities ii) Income has been under-declared because of false representations or statements by You iii) You are subject to an allegation of fraud</p> <p>b) For Standard Advisers' Costs for any amendment after the tax return has initially been submitted to HM Revenue and Customs</p>

Section Six – Family Legal Protection (continued)

What is Insured	What is not insured
<p>K) Legal Defence</p> <p>a) Costs in a Legal Action to defend Your legal rights in the following circumstances arising out of Your work as an Employee:-</p> <p>i.) Prior to being charged when dealing with the police or Health & Safety Executive or others with the power to prosecute</p> <p>ii.) In a prosecution brought against You in a court of criminal jurisdiction</p> <p>iii.) In a civil action brought against You as a Data Controller for compensation under Data Protection Legislation</p> <p>iv.) In civil proceedings brought against You under legislation for unlawful discrimination</p> <p>b) Costs in a Legal Action to defend Your legal rights arising out of a formal investigation or disciplinary hearing brought against You by any trade association or professional or regulatory body</p> <p>c) Costs in a Legal Action relating to Your alleged act or omission arising from Your legal obligations in relation to Your Let Property.</p>	<p>Claims</p> <p>a) For alleged road traffic offences where You did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving whilst under the influence of alcohol or non - prescribed drugs, or prescription medication where You have been advised by a medical professional not to drive.</p> <p>b) For Costs where You are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy</p> <p>c) For parking offences which cannot lead to penalty points on Your licence</p> <p>d) Following an allegation of violence or dishonesty</p> <p>e) For Standard Advisers' Costs incurred in excess of any costs You are able to recover under a Defendants Costs Order</p>
<p>L) Motor Prosecution Defence</p> <p>Standard Advisers' Costs to defend a Legal Action in respect of a motoring offence, arising from Your use of a vehicle. Pleas in mitigation are covered where there is a more than 50% prospect of such a plea materially affecting the likely outcome.</p>	<p>Claims</p> <p>a) For alleged road traffic offences where You did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving whilst under the influence of alcohol or non-prescribed drugs, or prescription medication where You have been advised by a medical professional not to drive.</p> <p>b) For Standard Advisers' Costs where You are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy</p> <p>c) For parking offences which cannot lead to penalty points on Your licence</p> <p>d) For Standard Advisers' Costs incurred in excess of any costs You are able to recover under a Defendants Costs Order</p>
<p>M) Jury Service</p> <p>We will pay a Daily Rate for the duration You are off work while attending jury service for each whole day of such attendance providing these costs are not recoverable from Your employer or the court.</p> <p>We will pay 50% of the Daily Rate for each additional half day You are off work while attending jury service providing these costs are not recoverable from Your employer or the court.</p>	

Section Six – Family Legal Protection (continued)

What is Insured	What is not insured
<p>N) Personal Identity Fraud</p> <p>Costs arising from Identity Fraud:-</p> <p>a) To defend Your legal rights and/or take steps to remove County Court Judgments against You that have been obtained by an organisation from which You are alleged to have purchased, hired or leased goods or services. Cover is only available if You deny having entered in to the contract and allege that You have been the victim of Identity Fraud</p> <p>b) To deal with all organisations that have been fraudulently applied to for credit, goods or services in Your name or which are seeking monies or have sought monies from You as a result of Identity Fraud</p> <p>c) In order to liaise with credit referencing agencies and all other relevant organisations on Your behalf to advise that You have been the victim of Identity Fraud</p>	<p>Claims</p> <p>a) Where You have not been the victim of Identity Fraud</p> <p>b) Where You did not take action to prevent Yourself from further instances of Identity Fraud following an Insured Event</p> <p>c) Where the Identity Fraud has been carried out by somebody living with You</p> <p>d) For Costs arising from loss of cash from a bank, building society, credit union or other similar financial institution where that institution has refused to cover the loss</p> <p>You must agree to be added to the CIFAS Protection Register if We recommend it.</p>
<p>O) Tenancy Dispute</p> <p>Costs to pursue a Legal Action:-</p> <p>a) Following Your unlawful eviction from a property occupied by You under an Assured Shorthold Tenancy. Cover under this section applies to Your permanent place of residence only</p> <p>b) Against a landlord following a material breach of a tenancy agreement. The 'material breach' is a breach which has resulted in, or if not rectified is likely to result in the property being unfit for habitation</p> <p>We will provide this cover as long as the eviction happens within the Period of Insurance and within the Territorial Limits</p>	<p>Claims</p> <p>a) Where the dispute occurs within the first 90 days after You first purchased this insurance unless You held equivalent cover with Us or another insurer continuously for a period of at least 90 days leading up to when the dispute first occurred</p> <p>b) To do with the non-payment of rent</p> <p>c) To defend any legal proceedings against You</p> <p>d) For a dispute with any local authority, public authority or government department</p> <p>e) Where the cost of resolving the problem is £250 or below</p>

Section Six – Family Legal Protection (continued)

What is Insured	What is not insured
<p>P) Tenant Eviction and Pursuit of Rent Arrears</p> <p>You are covered for Advisers' Costs to pursue:-</p> <p>a) Legal Action against a Tenant or Guarantor to recover possession of the Let Property where the Tenant fails to perform his obligations set out in the Tenancy Agreement relating to the rightful occupation of the Let Property</p> <p>b) A Tenant or Guarantor for Rent arrears owed on a tenancy relating to the Let Property once possession has been gained</p>	<p>Claims</p> <p>a) Where You fail to provide evidence that You successfully completed a Tenant Reference on the Tenant (and Guarantor if required) prior to the start of the Tenancy Agreement or where the Tenancy Agreement started more than 31 days after the Tenant Reference</p> <p>b) Arising from or connected to Your performance of Your obligations under the Tenancy Agreement</p> <p>c) Arising from dilapidations unless the missing or damaged items were contained within a Dilapidations Inventory</p> <p>d) Falling within the jurisdiction of the Rent Assessment Committee, the Lands Tribunal or the Leasehold Valuation Tribunal or their equivalent outside of England and Wales but within the Territorial Limits</p> <p>e) Relating to the payment or non payment of service charges as defined within the Landlord and Tenant Act 1985 (as amended) or any equivalent Act outside of England and Wales but within the Territorial Limits</p> <p>f) Where the eviction of the Tenant is dealt with by a notice issued by the Home Office</p> <p>g) Where the Let Property is not solely residential</p> <p>h) Where the Tenant is not aged 18 years or over</p> <p>i) Where You have allowed the Tenant into possession of the Let Property before the Tenancy Agreement has been signed by all parties, a Tenant Reference has been obtained, the first month's Rent and the Deposit have been received in cash or cleared funds and the Dilapidations Inventory has been signed by the Tenant</p> <p>j) Where You have failed to keep full and up to date rental records or have allowed the Tenancy Agreement to be transferred to any other individual or organisation unless all other terms of the insurance have been complied with</p> <p>k) If You or Your agent gave any false or misleading information when You applied for the Tenant Reference</p> <p>l) Where the Tenant received a Tenant Reference subject to a Guarantor and the Guarantor was not correctly assigned to the Tenancy Agreement</p> <p>m) Where You are in breach of any rules, regulations or Acts of parliament relating to the Deposit</p> <p>n) In relation to dilapidations by the Tenant to the Let Property or its contents where You have a policy of insurance that covers the dilapidations</p> <p>o) Relating to any occupant of the Let Property over the age of 18, other than the Tenant</p> <p>p) Where Advisers' Costs have been incurred as a result of Your failure to follow the advice of the Adviser or arising from Your failure to take any action recommended by Us or the Adviser to recover possession of the Let Property as promptly as possible</p>

Section Six – Family Legal Protection (continued)

What is Insured	What is not insured
<p>Q) Hotel Expenses & Storage Costs</p> <p>a) Hotel Expenses incurred by You, whilst You try to get a possession order for Your Let Property so You can live in it subject to the following conditions:</p> <ul style="list-style-type: none"> i) You have nowhere else to stay ii) A claim under Tenant Eviction is being pursued. iii) Evidence is provided for the costs incurred by You staying in a hotel. iv) Cover will cease as soon as possession of the Let Property has been gained and it is in a habitable condition. <p>b) Costs incurred by You to store Your household possessions while You are unable to reoccupy the Let Property subject to the following conditions:</p> <ul style="list-style-type: none"> i) A claim is being pursued under Hotel Expenses above ii) Evidence is provided for the Storage Costs incurred by You 	

Section Six – Legal Expenses (continued)

General Exclusions that apply to section seven – Legal Expenses

The exclusions below apply to this section in addition to General Exclusion on page 16.

1. There is no cover where:-

- a) **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
- b) An estimate of **Advisers' Costs** of acting for **You** is more than the amount in dispute
- c) **Advisers' Costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which **We** have given **Our** prior written approval
- d) **Your** insurers repudiate the insurance policy or refuse indemnity

2. There is no cover for:-

- a) Claims over loss or **damage** where that loss or **damage** is insured under any other insurance
- b) Claims made by or against **Your** insurance adviser, the **Insurer**, the **Adviser** or **Us**
- c) Any claim **You** make which is false or fraudulent or exaggerated
- d) Defending **Legal Actions** arising from anything **You** did deliberately or recklessly
- e) **Costs** if **Your** claim is part of group claim or will be affected by or will affect the outcome of other claims

3. There is no cover for any claim directly or indirectly arising from:-

- a) A dispute between **You** and someone **You** live with or have lived with
- b) **Your business** trade or profession other than as an **Employee**
- c) An application for a judicial review
- d) Defending or pursuing new areas of law or test cases

4. Contracts (Rights of Third Parties) Act 1999

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

Section Six – Legal Expenses (continued)

These are the conditions of the insurance that **you** need to meet as **your** part of this contract. If **you** do not meet these conditions, **we** may need to reject a claim payment or a claim payment could be reduced. In some circumstances **your** policy may not be valid.

General Conditions that apply to section seven – Legal Expenses

The conditions below apply to this section in addition to General Conditions on page 17.

1. Claims

- a) **You** must notify claims as soon as reasonably possible once **You** become aware of the incident and within no more than 180 days of **You** becoming aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, **Our** position has been prejudiced. For claims relating to **Identity Fraud** or **Tenant Eviction and Pursuit of Rent Arrears**, these must be reported within 45 days of **You** becoming aware of the incident.
- b) **We** may investigate the claim and take over and conduct the legal proceedings in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a settlement of the legal proceedings.
 - i.) **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. Where it is necessary to start court proceedings or a **Conflict of Interest** arises, and **You** wish to nominate a legal representative to act for **You**, **You** may do so. Where **You** have elected to use a legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**. The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment which are available on request.
- c) The **Adviser** will:-
 - i.) Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained.
 - ii.) Keep **Us** fully advised of all developments and provide such information as **We** may require.
 - iii.) Keep **Us** advised of **Advisers' Costs** incurred.
 - iv.) Advise **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are not accepted cover under this insurance shall be withdrawn unless **We** agree in **Our** absolute discretion to allow the case to proceed.
 - v.) Submit bills for assessment or certification by the appropriate body if requested by **Us**.
 - vi.) Attempt recovery of costs from third parties.
- d) In the event of a dispute arising as to **Advisers' Costs** **We** may require **You** to change **Adviser**.
- e) **The Insurer** shall only be liable for **Advisers' Costs** for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- f) **You** shall supply all information requested by the **Adviser** and **Us**.
- g) **You** are responsible for all legal costs and expenses including **Adverse Costs** if **You** withdraw from the legal proceedings without **Our** prior consent. Any legal costs and expenses already paid under this insurance will be reimbursed by **You**.
- h) **You** must instruct the **Adviser** to provide **Us** with all information that **We** ask for and report to **Us** as **We** direct at their own cost.

2. Prospects of Success

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

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

3. Other Insurances

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

Section Six – Legal Expenses (continued)

These are the conditions of the insurance that **you** need to meet as **your** part of this contract. If **you** do not meet these conditions, **we** may need to reject a claim payment or a claim payment could be reduced. In some circumstances **your** policy may not be valid.

General Conditions that apply to section seven – Legal Expenses (continued)

4. Disclosure

If **You** fail to disclose relevant information or **You** disclose false information in relation to this policy, **We**, or the broker, may:

- a) Cancel the contract and keep the premiums if the **Disclosure Breach** is deliberate or reckless
- b) Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the **Disclosure Breach** been known
- c) Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the **Disclosure Breach** been known
- d) Proportionately reduce the amount **You** are entitled to in the event of a successful claim if a higher premium would have been charged had the **Disclosure Breach** been known.

5. Fraud

In the event of fraud, **We**:

- a) Will not be liable to pay the fraudulent claim
- b) May recover any sums paid to **You** in respect of the fraudulent claim
- c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to **Us**
- d) Will no longer be liable to **You** in any regard after the fraudulent act.

6. Cancellation

This cover is provided automatically as part of **Your** main insurance contract and cannot be cancelled in isolation. For details on how to cancel **Your** main insurance contract please contact **Your** insurance adviser.

We may cancel the insurance by giving 14 days' notice in writing to **You** at the address shown on the **schedule**, or alternative address provided by **You**. No refund of premium shall be made.

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

- Where **We** have a reasonable suspicion of fraud
- **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers
- Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important information.

7. Disputes

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

8. English Law and Language

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

9. Change in Law

Cover under this policy is based on laws and regulations in force at the time that it was written. If **We** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **We** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

Section Six – Legal Expenses (continued)

Customer Services Information that apply to section seven – Legal Expenses

How to make a claim

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

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

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

Privacy and Data Protection Notice

1. Data Protection

Arc Legal Assistance are committed to protecting and respecting **Your** privacy in accordance with the current **Data Protection Legislation** (“Legislation”). Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit www.arclegalassistance.co.uk

2. How We Use Your Personal Data and Who We Share it With

We may use the personal data **We** hold about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. **We** will also use **Your** data to safeguard against fraud and **money** laundering and to meet **Our** general legal or regulatory obligations.

3. Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** notice.

4. Disclosure of Your Personal Data

We may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

5. Your Rights

You have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

6. Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or **our business** relationship with **You**, unless **We** are required to retain the data for a longer period due to **business**, legal or regulatory requirements.

If **You** have any questions concerning **Our** use of **Your** personal data, please contact **The Data Protection Officer**, please see website for full address details.

Section Six – Legal Expenses (continued)

Customer Services Information that apply to section seven – Legal Expenses (continued)

Customer Service

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

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

Our contact details are:-

Arc Legal Assistance Ltd

PO Box 8921

Colchester

CO4 5YD

Tel: 01206 615000

Email: customerservice@arclegal.co.uk

The Financial Ombudsman Service contact details are:-

Financial Ombudsman Service

Exchange Tower

London

E14 9SR

Tel: 08000 234 567

Email: complaint.info@financial-ombudsman.org.uk

Compensation

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

Authorisation

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

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

Section Seven – Home Emergency

Your policy provides assistance in the event of certain **home emergencies**, which impact the safety and security of **your home**, potentially rendering it uninhabitable.

This policy is suitable for someone who wishes to cover an **emergency** caused by specified events when they do not already have relevant insurance cover. It is not designed to replace **your buildings** and **contents** insurance and will not provide assistance for normal day to day **home** maintenance.

This policy provides assistance in the event of an **emergency** outlined in the table below.

Please call **us** as soon as **you** are aware of the **emergency**.

Status disclosure

This policy is provided on behalf of Markham Private Clients, which is authorised and regulated by the Financial Conduct Authority. Its registered office is at St. John's Innovation Centre, Cowley Road, Cambridge, CB4 0WS

It is registered in England no: 07978797

This **home** emergency policy is provided by **Arc** Legal Assistance Limited, and the insurer is AmTrust Europe Limited. Claims under this policy are handled by Legal Insurance Management Limited..

Your policy is subject to English Law and **you** and **we** agree to submit to the non-exclusive jurisdiction of the English Courts if there is an unresolved dispute between us.

Important information

This document sets out the terms and conditions of **your** cover and it is important that **you** read it carefully. The amount of cover **you** hold is shown in the accompanying policy certificate.

If **we** make any changes to **your** policy cover, these will be confirmed to **you** separately in writing.

Each section of this document explains what is and is not covered. There are also General Exclusions that apply to all sections of the cover, and there are General Conditions that **you** must follow for the policy to cover **your** claim.

Section Seven – Home Emergency (continued)

How to make a claim.

Please call **us** as soon as **you** are aware of the **emergency**.

You may not claim under a new policy for the first 14 days unless **you** are renewing an existing policy.

Are **you** having an **emergency** in relation to one or more of the following?

- Plumbing and Drainage.
- Failure of internal electrics.
- Security (i.e. glazing & locks).
- Pests.
- Gas supply pipe.
- Boiler & heating system.
- Roofing

If so, to obtain assistance, contact the 24-hour **Emergency** Helpline on: 0333 234 8509

Please have as much information as possible to hand including **your** policy reference “**Markham Private Clients – Home Emergency Insurance**”, to enable **us** to assist **you** as quickly as possible.

What will happen next:

If **you** suffer an **emergency** at **your home**, **you** should tell **us** on the **emergency** telephone number. **We** will then:

- Advise **you** how to protect **yourself** and **your home** immediately;
- Validate **your** policy and arrange for one of **our authorised suppliers** to get in touch with **you** to make an appointment or to settle **your** claim on a **reimbursement basis**;
- **We**, along with **our authorised suppliers** under **our** delegated authority, will then manage **your** claim from that point onwards and keep **you** updated throughout **your** claim journey;
- **We** will organise and pay up to £1,500 per claim including VAT, call out, labour, parts and materials to carry out an **emergency** repair;
- In the event of **your home** becoming uninhabitable and remaining so because of a covered event, **we** will contribute up to £1,500 inc VAT towards the cost of **your** (including **your** pets) accommodation including transport, on a **reimbursement basis**;
- Once **we** have carried out an **emergency repair** and contained the **emergency** for **you**, **we** would always recommend that **you** arrange for a **permanent repair** to be completed by a qualified tradesperson as soon as possible. In many cases the **emergency repair** will only provide a temporary solution to the problem.

Claims under this policy can only be made by **You**, **your** immediate family, lodger, or anyone calling on **your** behalf.

If the **emergency repair** is going to cost more than the £1,500 limit inclusive of VAT, **we** will require **you** to contribute the difference before **we** complete the **emergency repair**.

Subject to **our** prior agreement and on receipt of **your** contractor’s fully itemised and paid invoice, **we** would pay **you** up to £1,500 inclusive of VAT as a contribution to a repair, which **you** arrange **yourself**, taking into account costs already reasonably incurred by **our authorised supplier**, for the initial visit. Any costs already incurred by **our authorised supplier** will be added to any costs incurred by **your** own contractor to determine whether the £1,500 inclusive of VAT policy limit has been reached.

This will be in full and final settlement of **your** claim.

Section Seven – Home Emergency (continued)

When **we** make a repair **we** will leave **your home** safe and habitable but **we** will not be responsible for reinstating it to its original condition, although **you** may find that this is covered under **your buildings** insurance.

In some circumstances **we** may find it difficult to deploy an **authorised supplier** to attend **your home** or deal with **your emergency** within a reasonable timescale. Examples of such circumstances are:

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

In these circumstances, **you** may, with **our** prior agreement, arrange for **your** own contractor to resolve **your emergency** and **we** will refund the cost of **your** contractor up to £500 inclusive of VAT.

In this event **you** will need to provide a fully itemised invoice or receipt from **your** own contractor to support **your** claim for reimbursement. **We** will only reimburse the cost of the **emergency repair** applicable under the policy.

Other insurance

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

Recovering our costs

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

Parts availability

The provision of parts is an important factor in providing **emergency repairs**. If **our authorised supplier** does not carry the spare parts needed on the day of **your** appointment, **we** will do all **we** reasonably can to find and install parts through **our approved suppliers**. **We** may use new parts or parts that have been reconditioned by the manufacturer or approved third parties.

We may not replace parts on a like for like basis but will provide an alternative suitable for containing the **emergency**. However, there may be times when replacement parts are delayed because of circumstances beyond **our** control. In these cases **we** will not be able to avoid delays in repair; **we** will keep **you** informed throughout **your** claim.

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

Section Seven – Home Emergency (continued)

Definitions that only apply to Section Eight – Home Emergency

The definitions applying to the whole policy on page 12 shall include or be substituted with the following definitions in respect of this section only.

Wherever the following words and phrases appear in bold in this document they will always have the following meanings:

Authorised Supplier	A tradesperson authorised by us to assess your claim, and carry out repairs in your home under this policy and under our delegated authority.
Covered / Insured Events	Emergency to essential services in your home listed in the section below headed “What is covered”.
Emergency	The result of a sudden and unforeseen incident at the home which immediately: <ul style="list-style-type: none"> a) Exposes you or a third party to a risk to yours or their health or; b) Creates a risk of loss of or damage to the home and/or any of your belongings or; c) Renders the home uninhabitable.
Emergency Repairs	Work undertaken by an authorised supplier to resolve the emergency by completing a temporary repair .
Insured / You / Your	You , the policyholder, and /or any member of your immediate family normally living at your home .
United Kingdom	United Kingdom of Great Britain and Northern Ireland, including the Isle of Man and the Channel Islands, where it is more likely that your claim will be settled on a reimbursement basis .
Period of Insurance	One year from the start or renewal date shown on your policy certificate. If a mid-term adjustment has been made, the date on your new policy certificate.
Home	The house or flat shown on your policy certificate, its integral (built-in) garages all used for domestic purposes only in the United Kingdom . It does not include detached garages, sheds, greenhouses and other buildings .
Temporary Repair	Repairs and/or work immediately required to stop further damage being caused by the emergency . You will need to replace this with a permanent repair .
We / Us / Our	Legal Insurance Management Ltd, who provide the services described in this policy on behalf of Arc Legal Assistance Ltd; who administer this product on behalf of the underwriter AmTrust Europe Limited
Reimbursement Basis	Subject to our prior agreement and on receipt of the engineer / installer/ supplier/ authorised supplier’s fully itemised invoice, we will pay you up to £500 inclusive of VAT as a contribution to a repair which you will arrange yourself . This will be in full and final settlement of your claim.
Trace and Access	Damage resulting from gaining necessary access to the emergency or reinstating the fabric of your home .

Section Seven – Home Emergency (continued)

Definitions that only apply to Section Eight – Home Emergency

Data Protection Legislation	The relevant data protection legislation in force within the United Kingdom at the time of the insured events .
Permanent Repair	Repairs and/or work required to put right the fault which caused the emergency on a permanent basis.

Section Seven – Home Emergency (continued)

What is covered	What is not covered
<p>We will only pay for the emergency repair. We will not pay for any damage caused by the emergency.</p> <p>The emergencies listed below are covered under this policy:</p>	<p>There are conditions and exclusions, listed below, which limit the type and value of emergency repairs you can claim for. Please read them carefully to ensure this cover meets your needs. We do not wish you to discover after an emergency has occurred that it is not covered under the policy.</p> <p>The following incidents are NOT covered under this policy:</p>
<p>A) Plumbing</p> <p>An emergency relating to:</p> <p>The internal hot and cold water pipes between the main internal stopcock and the internal taps;</p> <p>The cold water storage tank;</p> <p>Flushing mechanism of a toilet;</p> <p>A leak from:</p> <ul style="list-style-type: none"> ■ Your toilet; ■ Pipes leading to and from the shower or bath; ■ Internal section of the overflow pipe; ■ Central heating water pipes. 	<p>Any dripping tap/nozzle or any other part of the plumbing or drainage system where the water is safely escaping down a drain;</p> <p>Replacing external overflows, cylinders, hot and cold water storage tanks, radiators, immersion tanks and sanitary ware including sinks and basins.</p> <p>Burst or leaking flexible hoses along with breakdown, leak or damage to domestic appliances such as dishwashers and washing machines;</p> <p>Septic tanks, swimming pools and hot tubs;</p> <p>Repair to, or replacement of, all pipe work outside the home;</p> <p>Dealing with temporarily frozen pipes;</p> <p>Damage resulting from gaining necessary access to the emergency or reinstating the fabric of your home. Otherwise known as Trace and Access.</p>
<p>B) Drainage</p> <p>An emergency relating to the blockage of, or damage to the waste pipes causing a blockage or a waste water leak.</p> <p>The below is a list of emergencies that you would be covered for:</p> <p>Blocked sinks, blocked or leaking waste pipes, along with rainwater drains;</p> <p>Blocked bath, toilets or external drainage. You will still be covered if you do have another working toilet or bathing facility;</p> <p>Blocked or leaking soil vent pipes, provided you are solely responsible for this.</p>	<p>Repairs to drains that are the responsibility of the local water authority (even if they are within the boundaries of the home);</p> <p>Repairing, replacing manholes, soakaways, septic tanks (clearing or emptying), cesspits, treatment plants and their outflow pipes, guttering and downpipes;</p> <p>Regularly cleaning your drains and any descaling of your drains;</p> <p>Removing, replacing or repairing any part of the drain which is damaged but does not result in the total blockage of the drain;</p> <p>Repairing or unblocking drains which are used for commercial purposes;</p> <p>Making access to drain systems points of entry (such as manhole covers) if these have been built over;</p> <p>Drain clearance due to installation faults or misuse of drains such as flushing baby wipes down the drain, grease or cooking oil;</p> <p>Damage resulting from gaining necessary access to the emergency or reinstating the fabric of your home. Otherwise known as Trace and Access.</p>

Section Seven – Home Emergency (continued)

What is covered	What is not covered
<p>C) Failure of Internal Electrics</p> <p>Failure of your electrics rendering your home uninhabitable. For example: failed wiring to immersion heaters/boilers/bathroom lights.</p>	<p>Failure of burglar/fire alarm systems, CCTV surveillance or swimming pools and their plumbing or filtration systems. Also shower units, replacement of light bulbs and fuses in plugs;</p> <p>Repair to, or replacement of, electrical appliances such as cookers, all electrical wiring and infrastructure outside the home.</p>
<p>D) Security</p> <p>Windows: Broken and cracked windows which result in the home not being secure.</p> <p>We will undertake an emergency repair using boarding or similar material to resolve the immediate security risk.</p> <p>Keys and locks: Gaining access to, or securing your home through an external door where you have no alternative due to:</p> <ul style="list-style-type: none"> • lost or damaged keys; • stolen keys; • failure of the external locking mechanism to the door; <p>Damage to locks on external doors or windows caused by vandalism, theft or attempted theft where you are unable to secure your home;</p> <p>Replacement of a single set of keys (if this is the only alternative to resolve the emergency).</p>	<p>Fences, outbuildings and detached garages: damage to windows, doors or locks;</p> <p>Double glazing where one pane is broken but the other is intact and the home is therefore secure.</p>
<p>E) Pests</p> <p>Removal of rats, mice, wasps and hornets, where evidence of infestation in your home has been found.</p>	<p>Pests found outside your home, such as in detached garages and outbuildings.</p>
<p>F) Internal Gas Pipe</p> <p>A leak from the internal gas supply pipe in your home between the meter and a gas appliance. We will repair or replace the section of pipe, following the isolation of the gas supply by the National gas Emergency Service.</p> <p>If you think you have a gas leak, you should immediately call the National Gas Emergency Service on 0800 111 999.</p>	<p>Restoration of gas supply is not included. Please contact your Utility Company who will be able to arrange this for you;</p> <p>Corrosion of the gas supply pipe due to natural wear and tear or methods used to conceal the pipe work, such as under a concrete floor, without adequate protection;</p> <p>Damage resulting from gaining necessary access to the emergency or reinstating the fabric of your home. Otherwise known as Trace and Access.</p>

Section Seven – Home Emergency (continued)

What is covered	What is not covered
<p>G) Boiler and Heating System</p> <p>Complete/partial/intermittent failure or breakdown of your primary heating/hot water system, resulting in no hot water and/or heating.</p> <p>We will also cover you for:</p> <ul style="list-style-type: none"> • A loss of water pressure within a boiler due to a fault; • A water leak from the boiler/heating system. <p>Included:</p> <p>Domestic gas boiler within your home, the output of which does not exceed 60kWh. This also includes boiler isolating valve, along with all manufacturer's fitted components within the boiler – together with the pump, motorised valves, thermostat, radiator, timer, temperature pressure controls and the primary flue;</p> <p>Claims related to other forms of primary heating, such as renewable technologies in your home or fuels used such as oil, LPG, solid fuel, electric boilers and solar, may be settled on a reimbursement basis if an authorised contractor is not available at the time in your local area;</p>	<p>Commercial boilers or heating systems with an output of over 60kWh;</p> <p>Any heating system which is not wholly situated within your home or is shared with neighbouring dwellings;</p> <p>Descaling and any work arising from hard water scale deposits (including power flushing) or from damage caused by hard water or sludge resulting from corrosion.</p> <p>Signs that work is needed may include a noisy boiler, sludged up pipes or poor circulation;</p> <p>Thermostatic valves;</p> <p>Replacement of any equipment added to the standard heating system such as a Magnaclean or similar device;</p> <p>Adjustments to the timing and temperature controls, or replacement of controls which can be manually operated safely, including relighting the pilot light/flame;</p> <p>Any costs for the repair of your heating system which is covered by a manufacturer, supplier, installer or repairer guarantee or warranty;</p> <p>Boilers which are still working, but you suspect may be about to break down (e.g. where a noise has developed) or where the fault is not apparent to our authorised contractor;</p> <p>Any routine maintenance, cleaning and servicing, as well as repairs that require a power flush of your boiler or main heating system;</p> <p>Any repair or replacement of under floor heating systems, warm air units, air or ground source heat pumps.</p>

Section Seven – Home Emergency (continued)

What is covered	What is not covered
<p>H) Boiler and Heating System - Beyond Economical Repair</p> <p>If in the opinion of our authorised supplier, we are unable to repair your boiler/hot water system, we will pay you £250 towards buying a replacement boiler or heating system. This can be claimed on a reimbursement basis within 90 days of our attendance at your home;</p> <p>If we are unable to repair your boiler/hot water system and you choose to not replace it, cover under this section will no longer apply.</p>	<p>Any fault arising due to sludge/scale/rust/ debris within the primary heating system or damage caused by any other chemical composition of the water e.g. if you reside in a hard water area (as per the Local Water Authority);</p> <p>Repair/replacement of convector heaters, inhibitors, water tanks, radiators, radiator valves and hot water cylinders;</p> <p>Repair to, or replacement of, gas appliances such as cookers;</p> <p>Any loss or damage resulting from a lack of proper maintenance, including that caused by or to a boiler or central heating system which has not been properly maintained in accordance with manufacturers' instructions;</p> <p>Repair or replacement of the flue due to wear and tear;</p> <p>Any adaptations made to the home which do not comply with the regulations applicable at the time;</p> <p>If you are a landlord, we would not be able to work on the boiler and/or heating system if you are unable to provide us with the most recent and valid CP12 document or Landlord Certificate.</p>
<p>I) Temporary Heating</p> <p>If you have no heating and a part needs to be ordered following the authorised supplier's first visit, or if we are unable to repair the boiler/heating system, you have the option to either purchase heaters up to a value of £50 inc VAT on a reimbursement basis. These heaters are yours to keep.</p> <p>Alternatively we can deliver two temporary heaters to your home.</p>	
<p>J) Roofing</p> <p>Sudden or unforeseen roofing problems such as leaks or tiles blown off during a storm or bad weather.</p> <p>We will undertake an emergency repair using a tarpaulin or similar material to resolve the immediate home emergency.</p>	<p>We will not replace tiles (unless this is the only way to contain the emergency)</p> <p>Water ingress due to poor roof maintenance or wear and tear.</p> <p>Damage caused to the home and/or contents as a result of water ingress.</p>

Section Seven – Home Emergency (continued)

General Exclusions that apply to section eight – Home Emergency

The exclusions below apply to this section in addition to General Exclusion on page 16.

We will not cover the following:

- 1) A repair if **you** are aggressive towards **our authorised suppliers** or staff or impede or prevent access to **your home** at reasonable times to complete the repair;
- 2) Loss or **damage** arising from **emergencies** which were known to **you** before the start date of this policy;
- 3) Any loss where **you** did not contact **us** to arrange repairs;
- 4) Disconnection or failure of mains services by a utility company concerned or any equipment or services which are the responsibility of the utility company;
- 5) Any **emergency** in a **home** that has been **unoccupied** for more than 30 consecutive days;
- 6) Any defect, **damage** or breakdown caused by modification, negligence or misuse;
- 7) Any loss or **damage** arising as a consequence of war, invasion, act of foreign enemies, **terrorism**, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance; ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component;
- 8) Any loss or **damage** arising from structural problems as a result of any form of **subsidence**, bedding down of new structures, demolition, alterations to **your home** or the use of defective products;
- 9) Any repair costs which are covered by a manufacturer, supplier, installer or repairer guarantee or warranty;
- 10) This insurance does not cover normal day to day maintenance at **your home** that **you** should carry out. Nor does it pay for replacing items that wear out over a period of time or replacement of parts on a like for like basis where the replacement is necessary to resolve the immediate **emergency**;
- 11) If **you** have been advised of remedial work, which **you** cannot prove has been carried out by a recognised and competent contractor on their previous visits or by a recognised third party authority, such as **your** local water authority, utility company or boiler manufacturer.
- 12) No costs for repairs, parts or services are payable under this insurance unless **we** have been notified by **you** or a person calling on **your** behalf through the 24 hour claims helpline, and **we** have approved a contractor in advance;
- 13) Cost of **Trace and Access** to locate the source of the **emergency**;
- 14) Any boiler inspections or any other **emergency** repairs where asbestos may be disturbed;
- 15) The removal of asbestos;
- 16) **Damage** resulting from gaining necessary access to the **emergency** or reinstating the fabric of **your home**. Otherwise known as **Trace and Access**.
- 17) When **we** make a repair **we** will leave **your home** safe and habitable but **we** will not be responsible for reinstating it to its original condition;
- 18) Where Health and Safety regulations or a risk assessment that has been carried out, prevent **our authorised suppliers** being able to attend to the **emergency** or carry out work in **your home**;

Section Seven – Home Emergency (continued)

These are the conditions of the insurance that **you** need to meet as **your** part of this contract. If **you** do not meet these conditions, **we** may need to reject a claim payment or a claim payment could be reduced. In some circumstances **your** policy may not be valid.

General Conditions that only apply to section eight – Home Emergency

The conditions below apply to this Section in addition to General Conditions on page 17.

Renewal and Cancellation Rights

Renewals;

Before the end of **your** current **Home Emergency** policy, **we** will write to **you** to tell **you** about any changes to what is included in **your** agreement or any changes to **our** prices for the next year. Unless **you** tell **us** when **we** write to **you** that **you** do not want to renew, **we** will automatically renew **your** agreement for another year if **you** have chosen to pay by Direct Debit.

Cancellation – Your Rights

If **you** find that this cover does not meet **your** needs, please contact Markham Private Clients on +44 (0)1223 200678 within 14 days of receiving this document and they will arrange for **us** to cancel this policy. **You** will receive a full refund of **your** premium, provided **you** have not made any claims.

If **you** cancel the policy outside the 14 day period **you** will receive a refund of **your** premium proportionate to the amount of time left to run on the policy, provided **you** have not made any claims.

Cancellation – Our Rights

We may cancel this policy by giving **you** at least 14 days written notice at **your** last known address for the following reasons;

- If **you** fail to make payment of premiums **we** will send **you** a reminder to do so. If **we** do not receive payment after two reminders **we** will cancel **your** policy with immediate effect and notify **you** in writing that such cancellation has taken place;
- If **you** refuse to allow **us** reasonable access to **your home** in order to provide the services **you** have asked for under this policy or if **you** fail to co-operate with **our** agents, representatives or **authorised contractors**.
- If **you** otherwise cease to comply with the terms and conditions of this policy:

We may cancel this policy without giving **you** prior notice if, by law, or other similar reasons **we** are unable to provide it.

If **we** exercise **our** rights to cancel the policy under this section, **we** will refund the premium paid proportionate to the remaining **period of insurance**, provided **you** have not made any claims. **We** reserve the right to refuse renewal of any individual policy.

We may cancel this policy with immediate effect if:

- **You** make or try to make a fraudulent claim under **your** policy;
- **You** are abusive or threatening towards **our** staff;
- **You** repeatedly or seriously break the terms of this policy.

We will continue to honour any claims made before cancellation.

Section Seven – Home Emergency (continued)

General Conditions that only apply to section eight – Home Emergency (continued)

Fraud, Misrepresentation and Disclosure

If **we** find that **you**, anybody insured by this policy or anyone acting for **you** has:

- Knowingly failed to answer questions correctly, or has misrepresented the answer to questions or any information given, or has manipulated any answers provided to online questions, and these answers would have affected the decision to provide **you** with cover, or the terms and conditions of cover or the premium required;
- Misled **us** in any way for the purpose of obtaining insurance, or obtaining more favourable terms, or obtaining a reduced premium or influencing **us** to accept a claim;
- Made a fraudulent or false claim in full or in part, misrepresented any answers to questions or any information given in order to influence **us** to accept a claim, exaggerated the amount of the claim or provided false or invalid documents in support of a claim; or
- Withdrawn a claim, had a claim refused or declined or had a policy cancelled or made void following an allegation or suggestion of fraud by **us** or another insurer;

we may;

- Cancel or void **your** policy and all other policies which **you** hold with **us** from the date of the fraud, misrepresentation or non disclosure and retain any premium **you** have paid for the policy;
- Refuse to pay the whole of **your** claim if any part is in any way fraudulent, false or exaggerated and recover from **you** any costs **we** have incurred.
- Amend **your** policy details to record the correct information, collect any additional premium due and charge administration costs.

Complaints Procedure

We will always aim to do **our** best. However, there may be times when **you** are not happy with **our** services.

Write to **us**:

LIMemergency
1 Hagley Court North
The Waterfront
Brierley Hill
West Midlands
DY5 1XF

Email **us** at: claims@limemergency.co.uk
Call **us** on 01384 884080.

Please ensure **your** policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This may also apply if **you** are insured in a **business** capacity. **You** may contact the Financial Ombudsman Service at:

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

Tel: 0300 123 9 123
Email: complaint.info@financial-ombudsman.org.uk

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

FSCS

We and AmTrust Europe Limited are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if **we** or AmTrust Europe Limited cannot meet **our** obligations. This depends on the type of **business** and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk

AmTrust Europe Limited and Arc Legal Assistance Limited Privacy and Data Protection Notice

1. Data Protection

Arc Legal Assistance are committed to protecting and respecting **your** privacy in accordance with the current **data protection legislation** ("Legislation"). Below is a summary of the main ways in which **we** process **your** personal data, for more information please visit www.arclegalassistance.co.uk

2. How We Use Your Personal Data and Who We Share it With

We may use the personal data **we** hold about **you** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. **We** will also use **your** data to safeguard against fraud and **money** laundering and to meet **our** general legal or regulatory obligations.

3. Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **our** notice.

4. Disclosure of Your Personal Data

We may disclose **your** personal data to third parties involved in providing products or services to **us**, or to service providers who perform services on **our** behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

5. Your Rights

You have the right to ask **us** not to process **your** data for marketing purposes, to see a copy of the personal information **we** hold about **you**, to have **your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **us** to provide a copy of **your** data to any controller and to lodge a complaint with the local data protection authority.

6. Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with **our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or **our business** relationship with **you**, unless **we** are required to retain the data for a longer period due to **business**, legal or regulatory requirements.

If **you** have any questions concerning **our** use of **your** personal data, please contact The Data Protection Officer, please see website for full address details.

Legal Insurance Management Ltd Customer Privacy Notice

Legal Insurance Management Ltd (LIM) needs to collect and store personal data about its clients, insurance claims, suppliers, and other users of LIM's facilities to allow it to maintain its core operations and meet its customers' requirements effectively. The provision of this personal data is necessary for LIM to administer **your** insurance policy and meet **our** contractual requirements under the policy.

It is important to LIM that **you** are clear on what information **we** collect and why **we** collect it. **You** can withdraw **your** consent at any point by notifying LIM, however if **you** have an on-going claim this may affect continued cover under **your** policy. Should **your** data need updating, this can also be done at any point by contacting LIM.

To view **our** full privacy notice, **you** can go to <https://www.legalim.co.uk/policyholder-privacy-notice> or request a copy by emailing **us** at dataprotection@legalim.co.uk

Alternatively, **you** can write to **us** at:

Data Protection
Legal Insurance Management Ltd
1 Hagley Court North
Brierley Hill
West Midlands
DY5 1XF

Legal Insurance Management Ltd (LIM) is authorised and regulated by the Financial Conduct Authority. Registration Number 552983. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

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

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

This insurance is underwritten by Fairmead Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 202050. Registered in England and Wales Number 00423930. Registered office: 57 Ladymead, Guildford, Surrey, GU1 1DB.

Fairmead Insurance Limited is part of the Liverpool Victoria General Insurance Group.

You can check these details with the Financial Conduct Authority either on their website at www.fca.org.uk or by calling them on 0800 111 6768. Details of each insurer's proportionate liability will be provided upon request

This policy has been produced by Pen Underwriting Limited a Managing General Agent of the insurers. As Managing General Agent Pen Underwriting Limited underwrites insurance and handles claims for you on behalf of the insurers.

Markham Private Clients Limited – Authorised and Regulated by the Financial Conduct Authority. Registration no 673532.

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