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## Important Information

Private Clients Home Insurance Policy

Welcome to **your** Markham Private Clients high value **home** insurance policy. The policy is underwritten by Argenta Syndicate Management Limited at Lloyds of London.

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, **we** may offer to renew it for **you** automatically. This would mean **you** do not need to confirm **your** intention to renew before this policy ends. If **we** offer to do this for **you**, **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. If **you** do not want to renew this policy, please contact **your broker** before the renewal date. 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 24*
- Conditions that only apply to Section Two – Contents *on page 32*
- Conditions that only apply to Section Three – Valuables, Antiques and Works of Art, Gold and Silver *on page 35*
- Conditions that only apply to Section Four – Accidents to Domestic Employees *on page 36*
- Conditions that only apply to Section Five – Legal Liability to the Public *on page 39*

## 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](http://www.arclegal.co.uk/legaldocuments) where **You** can register **Your** details using the voucher code: **MarkhamFamily**

### **Section Eight – 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.

Nothing in this clause is intended to vary the position under the Insurance Act 2015.

## 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](mailto:Info@markhambrokers.com)  
Website: [www.markhambrokers.com](http://www.markhambrokers.com)

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

In the event that **you** remain dissatisfied **you** can refer **your** complaint to the Complaints team at Lloyd's.

Their address is:

Complaints  
Lloyd's  
One Lime Street  
London  
EC3M 7HA  
Tel No: 020 7327 5693  
Fax No: 020 7327 5225  
E-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)

Details of Lloyd's complaints procedures are set out in a leaflet "**Your** Complaint – How **We** Can Help" available at <http://www.lloyds.com/complaints> and are also available from the above address.

If **you** remain dissatisfied after Lloyd's 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: 0800 0234 567 (calls to this number are free on mobile phones and landlines).

Tel: 0300 1239 123 (calls to this number cost no more than calls to 01 and 02 numbers).

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk), Website: [www.financial-ombudsman.org.uk](http://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](http://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](http://www.fscs.org.uk)

# Privacy Notice

## Your personal information notice

### Who we are

We are the Lloyd's 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](mailto:Info@markhambrokers.com)  
Website: [www.markhambrokers.com](http://www.markhambrokers.com)

To see the full Privacy Policy please visit [www.markhambrokers.com/privacy-policy/](http://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

Argenta Syndicate Management Limited (registered number 204974) (ASML) is authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and the PRA. The FCA's website, which includes a register of all regulated firms can be visited at [www.fca.org.uk/register](http://www.fca.org.uk/register).

## 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.

<b>Additional rebuilding expenses</b>	Architects', surveyors', consulting engineers', land agents' fees and legal fees, the cost of removing debris and making the <b>buildings</b> safe; and costs <b>you</b> are responsible for to meet any government or local authority requirements following <b>damage</b> to the <b>buildings</b> which is covered under Section One – Buildings.
<b>Antiques and works of art</b>	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 <b>your home</b> , rugs, tapestries, wine, clocks, barometers and all other collectable property owned by <b>you</b> or for which <b>you</b> are legally responsible and which is not <b>business</b> property.
<b>Arc</b>	This insurance is managed and provided by <b>Arc</b> Legal Assistance Limited. It is underwritten by AmTrust Europe Limited, on whose behalf <b>We</b> act.
<b>Buildings</b>	The home, its' decorations and <b>tenant's improvements</b> including:  fixtures and fittings attached to <b>your home</b> (including radio and television aerials, satellite dishes, their fittings and masts and solar panels attached to the building);  <ul style="list-style-type: none"> <li>• fixed water tanks, apparatus and pipes;</li> <li>• underground service pipes and cables, sewers, drains and septic tanks; and</li> <li>• 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</li> </ul> <p>owned by <b>you</b> or for which <b>you</b> are legally responsible within the <b>premises</b>.</p>
<b>Business</b>	Any professional activity or non-manual <b>business</b> carried out at <b>your home</b> .
<b>Computer viruses</b>	Any instruction from an unauthorised source that spreads itself over a computer system or network and corrupts information.

## Definitions (continued)

<b>Contents</b>	<p>Household goods and personal possessions, which belong to <b>you</b> or for which <b>you</b> are legally responsible.</p> <p><b>Contents</b> includes:</p> <ul style="list-style-type: none"> <li>• <b>money</b> and <b>credit cards</b>;</li> <li>• deeds and registered bonds;</li> <li>• radio and television aerials, satellite dishes, their fittings and masts which are attached to <b>your home</b>;</li> <li>• fridge and freezer contents;</li> <li>• garden furniture and items normally kept outdoors;</li> <li>• guns;</li> <li>• furs;</li> <li>• <b>home office equipment</b>; and</li> <li>• tenants' fixtures and fittings.</li> </ul> <p><b>Contents</b> does not include:</p> <ul style="list-style-type: none"> <li>• motor vehicles (other than domestic garden machinery and quad bikes used within the <b>premises</b>, golf buggies, non-motorised trailers and mobility aids);</li> <li>• caravans or their accessories;</li> <li>• any living creature, pet or livestock;</li> <li>• plants or trees;</li> <li>• aircraft;</li> <li>• watercraft (other than manually operated rowing boats, punts or canoes, stand up paddle boards, sailboards or dinghies including their accessories);</li> <li>• operated rowing boats, punts or canoes, stand up paddle boards, sailboards or dinghies including their accessories);</li> <li>• any part of the <b>buildings</b>; and</li> <li>• any property held or used for business purposes other than <b>home office equipment</b>.</li> </ul>
<b>Credit cards</b>	<p>Credit, charge, debit, cheque, bank, prepaid and cash dispenser cards.</p> <p><b>Credit cards</b> does not include:</p> <ul style="list-style-type: none"> <li>• store cards and loyalty cards which cannot be used as a means to purchase goods and services and;</li> <li>• <b>credit cards</b> used for or held for any trade, business or professional purposes.</li> </ul>
<b>Damage</b>	<p>Physical <b>damage</b> to or destruction of property.</p>
<b>Domestic employees</b>	<p>Any person working for <b>you</b> in connection with domestic duties who is:</p> <ul style="list-style-type: none"> <li>• Employed by <b>you</b> under a contract of service; or</li> <li>• Self-employed and working on a labour-only basis under <b>your</b> control or supervision.</li> </ul>
<b>Endorsement</b>	<p>A change in the terms and conditions of this insurance.</p>
<b>Excess</b>	<p>The first part of any claim which <b>you</b> must pay.</p>

## Definitions (continued)

<b>Garden</b>	<p>The ground next to <b>your home</b> and within the <b>premises</b> named in the <b>schedule</b> which is used only</p> <ul style="list-style-type: none"> <li>• for growing flowers, plants, trees, shrubs, fruit and vegetables (but not as a <b>business</b>); and</li> <li>• as a place to relax and enjoy.</li> </ul> <p>The <b>garden</b> does not include</p> <ul style="list-style-type: none"> <li>• woods and paddocks.</li> </ul>
<b>Gold and silver</b>	<b>Gold and silver</b> and <b>gold and silver</b> plated items.
<b>Heave</b>	Upward and/or lateral movement of the site on which <b>your buildings</b> stand caused by the swelling of the ground.
<b>Home</b>	The private dwelling built of <b>standard construction</b> and the garages and outbuildings used for domestic purposes at the <b>premises</b> shown in the <b>schedule</b> .
<b>Home office business</b>	Office work carried out in <b>your home</b> .
<b>Home office equipment</b>	Computer equipment, printers, office furniture, supplies, telecommunication equipment, stationery, books, records and documents used to conduct business from <b>your home</b> , owned by <b>your</b> business or for which <b>your business</b> is legally responsible.
<b>Incidental farming</b>	Farming carried out by <b>you</b> on a part time basis at the <b>premises</b> as long as any people <b>you</b> employ for this purpose do not work more than 2,000 hours between them during the <b>period of insurance</b> .
<b>Landslip</b>	Downward movement of sloping ground.
<b>Money</b>	<p>All of the following held or used for private domestic purposes:</p> <ul style="list-style-type: none"> <li>• Current legal tender, cheques, postal and money orders;</li> <li>• Postage stamps not forming part of a stamp collection;</li> <li>• Savings stamps and savings certificates, travellers' cheques;</li> <li>• Premium bonds and gift tokens; and</li> <li>• Travel tickets.</li> </ul>
<b>Period of insurance</b>	The length of time for which this insurance is in force, as shown in the <b>schedule</b> and for which <b>you</b> have paid and <b>we</b> have accepted a premium.
<b>Permanent physical injury</b>	<ul style="list-style-type: none"> <li>• Loss by physical separation of an arm or hand or a leg at or above the ankle;</li> <li>• Permanent loss of use of a complete arm, foot or leg; or</li> <li>• Loss of sight resulting in the injured person being eligible for certification as registered blind;</li> </ul> <p>occurring during the <b>period of insurance</b>.</p>
<b>Premises</b>	The address which is named in the <b>schedule</b> .
<b>Sanitary ware</b>	Washbasins, sinks, bidets, lavatory pans, cisterns, shower trays, shower screens, baths and bath panels.

## Definitions (continued)

<b>Schedule</b>	The <b>schedule</b> is part of this insurance and contains details of <b>you</b> , details of the <b>premises</b> , the sums insured, the <b>period of insurance</b> and the <b>Sections</b> of this insurance and any <b>endorsements</b> which apply.
<b>Standard construction</b>	Built of brick, stone or concrete and roofed with slates or tiles.
<b>Subsidence</b>	Downward movement of the site on which <b>your buildings</b> stand by a cause other than the weight of the <b>buildings</b> themselves.
<b>Tenants Improvements</b>	Alterations and decorations, which have been made by <b>you</b> or a previous occupier which are not insured under any other insurance.
<b>Terrorism</b>	Any act(s) including but not limited to: <ul style="list-style-type: none"> <li>• the causing, occasioning or threatening or harm of whatever nature and by whatever means; and</li> <li>• 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.</li> </ul>
<b>United Kingdom</b>	England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands.
<b>Unoccupied</b>	If at the time of the loss or <b>damage</b> the <b>premises</b> have not been lived in for 60 consecutive days or are not sufficiently furnished for normal living purposes.
<b>Valuables</b>	<ul style="list-style-type: none"> <li>• Jewellery including unset precious or semi-precious stones; and</li> <li>• Watches</li> </ul>
<b>We, us or our</b>	Markham Private Clients Limited and/or Argenta Syndicate Management Limited
<b>You/your</b>	The person or people named in the <b>schedule</b> as the Insured and all permanent members of <b>your home</b> (including resident <b>domestic employees</b> and those in full-time education).
<b>Your broker</b>	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**.

### c) Electronic data

**We** will not pay for:

- i. loss of or **damage** to any property, or additional expense arising from; or
- ii. any legal liability directly or indirectly caused by or contributed to, by or arising from;
  - a) **computer viruses**, erasure or corruption of electronic data; or
  - b) the failure of any equipment to correctly recognise the date or change of date.

### 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.

## 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 <b>subsidence, landslip or heave</b> ; 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

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

## Section One – Buildings (continued)

What is covered	What is not covered
	<p>f) Loss or <b>damage</b> caused by <b>subsidence, heave or landslip</b>:</p> <ul style="list-style-type: none"> <li>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;</li> <li>ii. to solid floors, unless the walls of the private dwelling are damaged at the same time by the same event;</li> <li>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;</li> <li>iv. due to faulty design, faulty workmanship or faulty materials; or</li> <li>v. as a result of the coast or riverbank wearing away.</li> </ul> <p>g) Loss or <b>damage</b> caused by frost to permanently installed hot tubs.</p> <p>h) Loss or <b>damage</b> where <b>you</b> sign an agreement with a contractor which needs specific or joint insurance without getting <b>our</b> agreement first.</p>

This section of the insurance also covers	We will not pay
<p><b>A) Alternative Accommodation and Rent</b></p> <p>a. Loss of rent due to <b>you</b> and ground rent payable to <b>you</b> which <b>you</b> cannot recover; and</p> <p>b. The extra costs of using other accommodation, for <b>you</b> and <b>your</b> domestic pets, as similar to <b>your</b> existing accommodation as possible which <b>you</b> have to pay while the <b>buildings</b> cannot be lived in following loss or <b>damage</b> 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 <b>you</b> claim for costs of other accommodation under Sections One and Two, <b>we</b> will not pay for costs of other accommodation for a period of more than 60 months in total.</p>
<p><b>B) Compulsory Evacuation</b></p> <p>The extra costs for up to 60 days of other accommodation for <b>you</b> and <b>your</b> domestic pets, as similar to <b>your</b> existing accommodation as possible, due to a local or police authority preventing <b>you</b> from living in <b>your home</b> because of loss or <b>damage</b> to a neighbouring property.</p>	

## Section One – Buildings (continued)

This section of the insurance also covers	We will not pay
<p><b>C) Trace and Access</b></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 <b>your home</b> for which <b>you</b> are legally responsible.</p>	<p>More than the sum insured during the <b>period of insurance</b>.</p>
<p><b>D) Loss of Domestic oil</b></p> <p>Up to £20,000 during the <b>period of insurance</b> for accidental loss of domestic heating oil.</p>	<p>More than £20,000 in total if <b>you</b> claim under Sections One and Two.</p>
<p><b>E) Increased Metered Water Charges</b></p> <p>Up to £50,000 during the <b>period of insurance</b>, for increased metered water charges <b>you</b> have to pay after water escapes which gives rise to a claim <b>we</b> accept under Section One.</p>	<p>More than £50,000 in total during the <b>period of insurance</b> if <b>you</b> claim for loss under Sections One and Two.</p>
<p><b>F) Garden Cover</b></p> <p>Costs <b>you</b> have to pay to restore <b>your garden</b> following loss or <b>damage</b> by fire, lightning, explosion, earthquake, aircraft and other flying devices, theft or attempted theft, or <b>damage</b> 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 <b>buildings</b> sum insured during the <b>period of insurance</b>.</p>
<p><b>G) Selling Your Home</b></p> <p>Anyone buying <b>your home</b> 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 <b>buildings</b> are insured under any other insurance.</p>
<p><b>H) Additional Fees and Costs</b></p> <p>Expenses <b>you</b> have to pay and which <b>we</b> have agreed in writing for <b>additional rebuilding expenses</b> following loss or <b>damage</b> to the <b>buildings</b> which is covered under Section One.</p>	<p>a) For any expenses for preparing a claim or an estimate of loss or <b>damage</b>; or  b) For any costs if government or local authority requirements had been served on <b>you</b> before the loss or <b>damage</b>.</p>
<p><b>I) New Fixtures and Fittings</b></p> <p>Up to 25% of the <b>buildings</b> sum insured in any one <b>period of insurance</b> for loss or <b>damage</b> to new fixtures and fittings, fitted furniture and fitted appliances within <b>your home</b> which are waiting to be installed, as long as <b>you</b> notify <b>us</b> within 30 days of delivery.</p>	<p>a) For any loss or <b>damage</b> 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><b>J) Unfixed Building Materials</b></p> <p>Up to £50,000 in any one <b>period of insurance</b> for loss or <b>damage</b> to unfixed building materials and supplies owned by <b>you</b> and kept within <b>your home</b> for use in the construction, maintenance or alteration of <b>your home</b>.</p>	<p>a) For any loss or <b>damage</b> caused while installing the unfixed building materials; or</p> <p>b) For items left in the open.</p>
<p><b>K) Replacement Locks</b></p> <p>Costs <b>you</b> have to pay for replacing locks to safes, alarms and outside doors and windows in <b>your home</b> following theft or loss of keys.</p>	
<p><b>L) Security Upgrade</b></p> <p>Up to £25,000 in any one <b>period of insurance</b> towards the cost of upgrading <b>your</b> alarm and security systems following a physical criminal assault on <b>you</b> at <b>your home</b>.</p>	<p>a) For any cost unless <b>you</b> obtain <b>our</b> agreement first;</p> <p>b) Following any domestic dispute;</p> <p>c) More than £25,000 in total if <b>you</b> claim under Sections One and Two.</p>
<p><b>M) Counselling Fees</b></p> <p>Up to £5,000 during the <b>period of insurance</b> for professional counselling fees following a physical criminal assault on <b>you</b> at <b>your home</b>.</p>	<p>a) For any cost unless <b>you</b> obtain <b>our</b> agreement first;</p> <p>b) Following any domestic dispute;</p> <p>c) More than £5,000 in total if <b>you</b> claim under Sections One and Two.</p>
<p><b>N) Essential Alterations</b></p> <p>Up to £50,000 during the <b>period of insurance</b> towards essential alterations to <b>your home</b> if <b>you</b> sustain a <b>permanent physical injury</b> as a direct result of a sudden, identified, unexpected and unforeseen accident.</p>	<p>a) For any cost unless <b>you</b> obtain <b>our</b> agreement first;</p> <p>b) For <b>your domestic employees</b>;</p> <p>c) If such <b>permanent physical injury</b> has been self-inflicted;</p> <p>d) More than £50,000 in total if <b>you</b> claim under Sections One and Two.</p>
<p><b>O) Temporary Removal of Permanent Fixtures</b></p> <p>Up to 10% of the <b>buildings</b> sum insured following loss or <b>damage</b> that is covered under Section One in any one <b>period of insurance</b> to permanent fixtures removed from the <b>buildings</b> for up to 60 days for repair, restoration or safekeeping.</p>	<p>For loss or <b>damage</b> 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><b>P) Medical Emergency</b></p> <p>Up to £5,000 towards the cost of repairing <b>your home</b> as a result of loss or <b>damage</b> following forcible entry to <b>your home</b> to attend a medical emergency.</p>	

## Section One – Buildings (continued)

This section of the insurance also covers	We will not pay
<p><b>Q) Extended Replacement Cost</b></p> <p>Where <b>you</b> have a professional valuation for <b>your home</b>, completed within the last 5 years, that <b>we</b> have seen and approved and the sums insured reflect this, taking into consideration an amount for index-linking, <b>we</b> will pay for the cost of rebuilding or repairing <b>damage</b> that is covered under this insurance.</p>	<p>a) Unless <b>you</b> tell <b>us</b> about any additions, alterations or improvements <b>you</b> have made since the valuation was carried out and <b>you</b> have amended the sum insured to take into account any such additions, alterations or improvements;</p> <p>b) If <b>your home</b> is grade I or grade A listed.</p>
<p><b>R) Similar Property Purchase</b></p> <p>In the event the <b>buildings</b> of <b>your home</b> are damaged beyond economical repair, and permission to rebuild is refused by <b>your</b> local authority, <b>we</b> agree to pay up to 125% of the rebuilding cost of <b>your home</b> to help <b>you</b> 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 <b>we</b> have seen and approved.</p>
<p><b>S) Domestic Utility Expenses</b></p> <p>Following loss or <b>damage</b> to the solar panels attached to <b>your home</b> or wind turbines at <b>your premises</b>, <b>we</b> will pay <b>you</b> for the loss of income which would have been payable to <b>you</b> from <b>your</b> energy supplier had the loss or <b>damage</b> not occurred.</p>	<p>For more than 60 days.</p>
<p><b>T) Environmental Upgrades</b></p> <p>If, following a claim under this Section, <b>you</b> decide to install a solar, wind or geothermal power generating system to <b>your home</b>, <b>we</b> will pay towards the cost of installing such a system.</p> <p>The most <b>we</b> will pay during the <b>period of insurance</b> 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 <b>your home</b> is damaged and such <b>damage</b> is part of the loss or <b>damage</b> <b>we</b> have agreed to pay under this Section;</p> <p>b) Unless the covered loss <b>we</b> 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 <b>your home</b>.</p>
<p><b>U) Fly Tipping</b></p> <p>Up to £50,000 during the <b>period of insurance</b> to cover the reasonable and necessary costs incurred by <b>you</b> in removing rubbish and waste material which has been deposited on land at <b>your premises</b> without <b>your</b> permission.</p>	
<p><b>V) Home Upgrades</b></p> <p>If <b>we</b> have agreed <b>your</b> claim for loss or <b>damage</b> caused by escape of water or flood, <b>we</b> will contribute towards the cost of improvements intended to lessen or prevent a future occurrence of the same type.</p> <p>The most <b>we</b> will pay during the <b>period of insurance</b> 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 <b>we</b> 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 <b>contents</b> for loss or <b>damage</b> while at <b>your home</b> and while they are temporarily away from <b>your home</b> anywhere in the <b>world</b>.</p>	<p><b>We</b> will not pay for:</p> <ul style="list-style-type: none"> <li>a) Loss or <b>damage</b> directly or indirectly caused by or arising from: <ul style="list-style-type: none"> <li>i. moth, vermin, wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or anything which happens gradually;</li> <li>ii. misuse, latent defect, faulty design, faulty workmanship or faulty materials;</li> <li>iii. dryness, dampness, extremes of temperature or exposure to light;</li> <li>iv. chewing, scratching, tearing or fouling by <b>your</b> domestic pets. However, this exclusion shall not apply if the total amount of all such claims during the <b>period of insurance</b> is less than £7,500;</li> <li>v. dyeing, cleaning, repairing, renovating, restoration; or</li> <li>vi. pollution or contamination of any kind other than as a result of escape of oil from a fixed domestic heating installation at the <b>premises</b>.</li> </ul> </li> <li>b) The cost of general maintenance or routine redecoration.</li> <li>c) Loss or <b>damage</b> caused by mechanical or electrical faults or breakdown.</li> <li>d) Loss or <b>damage</b> to property in the open caused by storm, flood or weight of snow.</li> <li>e) Loss or <b>damage</b> to freezer contents resulting from the failure of <b>your</b> gas or electricity supply caused by strike or any other industrial action.</li> <li>f) Loss or <b>damage</b> to any item being transported, unless it is suitably packed and secured, given the nature of the item and how it is transported.</li> <li>g) Loss or <b>damage</b> caused by <b>subsidence, heave or landslip</b>; <ul style="list-style-type: none"> <li>i. as a result of the coast or riverbank wearing away;</li> <li>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</li> <li>iii. due to faulty design, faulty workmanship or faulty materials.</li> </ul> </li> </ul>

## Section Two – Contents (continued)

This section of the insurance also covers	We will not pay
<p><b>A) Glass and Sanitary Ware</b></p> <p>Accidental breakage of:</p> <ul style="list-style-type: none"> <li>a. fixed glass and double glazing; and</li> <li>b. <b>sanitary ware</b></li> </ul> <p>forming part of the <b>buildings</b> which <b>you</b> are legally responsible for as a tenant and do not have other insurance for.</p>	
<p><b>B) Loss of Rent</b></p> <p>Rent <b>you</b> have to pay as occupier if the <b>buildings</b> cannot be lived in following loss or <b>damage</b> that is covered under Section Two.</p>	Rent for more than 60 months.
<p><b>C) Alternative Accommodation</b></p> <p>The extra costs of using other accommodation, for <b>you</b> and <b>your</b> domestic pets, as similar to <b>your</b> existing accommodation as possible, which <b>you</b> have to pay for if the <b>buildings</b> cannot be lived in following loss or <b>damage</b> that is covered under Section Two.</p>	For the extra costs of other accommodation for more than 60 months. If <b>you</b> claim for costs of other accommodation under Sections One and Two, <b>we</b> will not pay for costs of other accommodation for a period of more than 60 months in total.
<p><b>D) Home Office Business</b></p> <p><b>You</b> for <b>your</b> increased cost of carrying on <b>your home office business</b> caused only and directly by the following:</p> <ul style="list-style-type: none"> <li>a. Loss or <b>damage</b> to <b>your buildings</b> or <b>home office equipment</b> which is covered under this insurance; or</li> <li>b. accidental failure in the supply of gas, water, electricity or telephone service to <b>your home</b> for more than 72 consecutive hours during the <b>period of insurance</b>.</li> </ul> <p>Cover will start from the date on which the loss or <b>damage</b> happens or the service interruption starts. It will continue until <b>you</b> are able to start work at <b>your home</b> again but for no longer than 12 months.</p> <p>The amount <b>we</b> pay will be the extra necessary and reasonable costs <b>you</b> have to pay to continue <b>your home office business</b>, less any savings which result from the reduced costs and expenses during the time <b>your</b> work is interrupted.</p>	<ul style="list-style-type: none"> <li>a) For any amount over £50,000; or</li> <li>b) For any increased cost of carrying on <b>your home office business</b> directly or indirectly caused by or resulting from an act of <b>terrorism</b>.</li> </ul>

## 1 Section Two – Contents (continued)

This section of the insurance also covers	We will not pay
<p><b>E) Tenant's Liability</b></p> <p>Your legal responsibility as a tenant for loss of or <b>damage</b> to the <b>buildings</b> caused by loss or <b>damage</b> that is covered under Section Two.</p>	<p>a) For any amount over £1,000,000;</p> <p>b) For loss or <b>damage</b> caused by fire, lightning or explosion to the <b>buildings</b> other than to the landlords' fixtures and fittings;</p> <p>c) For loss or <b>damage</b> arising from <b>subsidence, heave or landslip</b>.</p>
<p><b>F) New Acquisitions - Gifts</b></p> <p>Up to £50,000 during the <b>period of insurance</b> for wedding, anniversary, birthday, religious or other celebration gifts bought by <b>you</b> but not yet given (or which have been bought for <b>you</b>).</p>	<p>For loss or <b>damage</b> which <b>we</b> specifically exclude elsewhere under Section Two.</p>
<p><b>G) New Acquisitions</b></p> <p>Up to 25% of the <b>contents</b> sum insured for new items <b>you</b> have bought but which <b>you</b> have not told <b>us</b> about yet.</p>	<p>a) For loss or <b>damage</b> which <b>we</b> specifically exclude elsewhere under Section Two;</p> <p>b) After 90 days of buying the item if <b>you</b> have not told <b>us</b> about doing so.</p>
<p><b>H) Fatal Injury</b></p> <p>Fatal injury to <b>you</b> caused by fire or assault at the <b>premises</b> or assault elsewhere within the <b>United Kingdom</b> provided that death ensues within 12 months of injury. <b>We</b> 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><b>I) Replacement Locks</b></p> <p>Costs <b>you</b> have to pay for replacing locks to safes, alarms and outside doors and windows in <b>your home</b> following theft or loss of keys.</p>	
<p><b>J) Increased Metered Water Charges</b></p> <p>Up to £50,000 during the <b>period of insurance</b> for increased metered water charges <b>you</b> have to pay after water escapes which gives rise to a claim <b>we</b> 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><b>K) Loss of Domestic Oil</b></p> <p>Up to £20,000 during the <b>period of insurance</b> for accidental loss of domestic heating oil.</p>	<p>More than £20,000 in total if <b>you</b> claim under Sections One and Two.</p>
<p><b>L) Contents of Guests</b></p> <p>Personal property of guests up to £5,000 for each person and personal property of <b>domestic employees</b> (who do not live in any of the <b>homes</b> listed in <b>your schedule</b>) up to £2,500 for each person.</p>	<p>a) For loss or <b>damage</b> which <b>we</b> specifically exclude elsewhere in this policy;</p> <p>b) For loss or <b>damage</b> to their <b>money, valuables</b> or <b>credit cards</b>;</p> <p>c) If there is any other insurance in place;</p> <p>d) For loss or <b>damage</b> which occurs away from the <b>premises</b>;</p> <p>e) More than £750 for any one item.</p>
<p><b>M) Marquees</b></p> <p>Up to £50,000 for loss or <b>damage</b> to marquees and associated equipment, which are being temporarily loaned or hired to <b>you</b> and for which <b>you</b> are responsible, while at the <b>premises</b>.</p>	<p>a) If <b>you</b> fail to keep to manufacturers or owners written instructions;</p> <p>b) For loss or <b>damage</b> during erection or dismantling;</p> <p>c) If cover is provided under any other insurance.</p>
<p><b>N) Family in Residential Care</b></p> <p>Up to £15,000 for loss or <b>damage</b> to the belongings of <b>your</b> 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 <b>damage</b> for <b>valuables</b> or <b>gold and silver</b> items;</p> <p>b) For <b>money</b> and <b>credit cards</b>;</p> <p>c) For loss or <b>damage</b> which <b>we</b> specifically exclude elsewhere in this policy.</p>
<p><b>O) Hole In One</b></p> <p>Up to £1,000:</p> <p>a) towards expenses <b>you</b> incur; or</p> <p>b) to a charity of <b>your</b> choice</p> <p>in the event of a hole in one being achieved by <b>you</b> during an official golf competition provided that the certified scorecard and certificate are submitted to <b>us</b> at the time of making a claim.</p>	<p>More than £1,000 during the <b>period of insurance</b>.</p>
<p><b>Q) Security Upgrade</b></p> <p>Up to £25,000 in any one <b>period of insurance</b> towards the cost of upgrading <b>your</b> alarm and security systems following a physical criminal assault on <b>you</b> at <b>your home</b>.</p>	<p>a) For any cost unless <b>you</b> obtain <b>our</b> 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><b>R) Counselling Fees</b></p> <p>Up to £5,000 during the <b>period of insurance</b> for professional counselling fees following a physical criminal assault on <b>you</b> at <b>your home</b>.</p>	<p>a) For any cost unless <b>you</b> obtain <b>our</b> agreement first;</p> <p>b) Following any domestic dispute;</p> <p>c) More than £5,000 in total if <b>you</b> claim under Sections One and Two.</p>
<p><b>S) Essential Alterations</b></p> <p>Up to £50,000 during the <b>period of insurance</b> towards essential alterations to <b>your home</b> if <b>you</b> sustain a <b>permanent physical injury</b> as a direct result of a sudden, identified, unexpected and unforeseen accident.</p>	<p>a) For any cost unless <b>you</b> obtain <b>our</b> agreement first;</p> <p>b) For <b>your domestic employees</b>;</p> <p>c) If such <b>permanent physical injury</b> has been self inflicted;</p> <p>d) More than £50,000 in total if <b>you</b> claim under Sections One and Two.</p>
<p><b>T) Home Upgrades</b></p> <p>If <b>we</b> have agreed <b>your</b> claim for loss or <b>damage</b> caused by escape of water or flood, <b>we</b> will contribute towards the cost of improvements intended to lessen or prevent a future occurrence of the same type.</p> <p>The most <b>we</b> will pay during the <b>period of insurance</b> 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 <b>we</b> 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><b>A) Outdoor Items</b></p> <p>£50,000 or 10% of the <b>contents</b> 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 <b>your home</b>.</p>
<p><b>B) Deeds and Registered Bonds</b></p> <p>£20,000 for deeds, registered bonds and other personal documents.</p>	
<p><b>C) Stamps and Coins</b></p> <p>£10,000 in total for stamps or coins forming part of a collection, unless specified in <b>your schedule</b>.</p>	
<p><b>D) Gold and Silver</b></p> <p>£25,000 in total for <b>gold and silver</b> unless specified in <b>your schedule</b>, where all items with an individual value of more than £30,000 must be specified in the <b>schedule</b> under Section Three.</p>	
<p><b>E) Valuables</b></p> <p>£25,000 in total for <b>valuables</b> unless specified in <b>your schedule</b>, where all items with an individual value of more than £30,000 must be specified in the <b>schedule</b> under Section Three.</p>	
<p><b>F) Antiques and Works of Art</b></p> <p>£50,000 in total for <b>antiques and works of art</b> unless specified in <b>your schedule</b>, where all items with an individual value of more than £30,000 must be specified in the <b>schedule</b> under Section Three.</p>	
<p><b>G) Domestic Machinery</b></p> <p>£25,000 in total for domestic garden machinery and quad bikes used within the <b>premises</b>, golf buggies, non-motorised trailers and mobility aids.</p>	<p>Cover for loss or <b>damage</b> by theft, attempted theft and/or malicious <b>damage</b> applies only if these items are kept in a locked building when not in use.</p>
<p><b>H) Watercraft</b></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
<b>I) Computer Software and Digital Media</b> £15,000 in total for the cost of replacing <b>your</b> computer software and personal digital media, including music and film, that <b>you</b> have previously legally downloaded to <b>your</b> computer or multimedia device (s) following loss or <b>damage</b> covered by this insurance.	
<b>J) Money</b> £10,000 in total for <b>money</b> .	
<b>K) Credit Cards</b> £35,000 for <b>credit cards</b> .	<b>We</b> will only pay amounts <b>you</b> legally have to pay, as a result of unauthorised use, after the cards have been lost or stolen. <b>You</b> must comply with the terms and conditions under which the credit cards were issued.



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

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

## 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>B) Death of an Artist</b></p> <p>We will automatically increase the insured value of any item listed in the specification for <b>works of art</b> by up to 200% if the artist dies during the <b>period of insurance</b>. 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 <b>period of insurance</b>;</p> <p>b) If <b>you</b> 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 <b>damage</b>.</p>
<p><b>C) Defective Title</b></p> <p>If, during the <b>period of insurance</b>, someone claims that any item listed in the specification for <b>antiques and works of art</b> is not rightfully <b>yours</b> and <b>you</b> are legally obliged to return the item to its rightful owner because it is proved that <b>you</b> do not have good title to it, <b>we</b> will pay <b>you</b> the amount <b>you</b> 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 <b>period of insurance</b>;</p> <p>b) Unless <b>you</b> prove that <b>you</b> made enquiries about where the item came from before <b>you</b> bought it;</p> <p>c) Unless <b>you</b> bought the item during the period that the <b>antiques and works of art</b> have been insured with <b>us</b>;</p> <p>d) Unless <b>you</b> told <b>us</b> about a claim during the <b>period of insurance</b>.</p>
<p><b>D) Temporary Removal of Valuables</b></p> <p>Where <b>your schedule</b> states that <b>valuables</b> are insured in the bank, <b>we</b> agree to cover them up to a maximum of £50,000 for loss or <b>damage</b> whilst temporarily removed from the bank or safe deposit for up to 30 days in any one <b>period of insurance</b> without <b>our</b> previous agreement.</p>	<p>a) For loss or <b>damage</b></p> <ul style="list-style-type: none"> <li>i. unless <b>you</b> have a professionally installed safe at <b>your home</b> with an adequate cash rating; or</li> <li>ii. unless items are worn, in <b>your</b> custody and control or in the same room as <b>you</b>, at the time that loss or <b>damage</b> takes place.</li> </ul>

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

### 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><b>A) We will pay you:</b></p> <p>i) as owner or occupier for any amounts <b>you</b> become legally liable to pay as damages for;</p> <p>a) bodily injury (including death or disease); or</p> <p>b) <b>damage</b> to property; caused by an accident happening at the <b>premises</b> during the <b>period of insurance</b>;</p> <p>OR</p> <p>ii) as a private individual for any amounts <b>you</b> become legally liable to pay as damages for;</p> <p>a) bodily injury (including death or disease); or</p> <p>b) <b>damage</b> to property; caused by an accident anywhere in the world during the <b>period of insurance</b>.</p>	<p><b>We will not pay for any liability:</b></p> <p>a) For bodily injury to;</p> <p>i. <b>you</b>; or</p> <p>ii. any person who at the time of sustaining such injury is engaged in <b>your</b> service;</p> <p>b) For bodily injury arising directly or indirectly from any communicable disease or condition;</p> <p>c) For <b>damage</b> to property owned by or in the charge or control of;</p> <p>i. <b>you</b>; or</p> <p>ii. any person engaged in <b>your</b> service;</p> <p>d) 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 <b>period of insurance</b>.</p> <p>e) Arising directly or indirectly out of any manual <b>business</b> or employment other than <b>incidental farming</b>.</p> <p>f) Which <b>you</b> have assumed under contract and which would not otherwise have attached.</p> <p>g) Arising out of any criminal acts.</p> <p>h) Arising out of <b>your</b> ownership, possession or use of:</p> <p>i. any motorised vehicle other than quad bikes, golf buggies, domestic garden equipment, mobility scooters or wheelchairs, provided that <b>you</b>, or someone acting with <b>your</b> permission, are not using them on any public road where the Road Traffic Act or similar legislation says <b>you</b> 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 <b>incidental farming</b> 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>i) 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 <b>period of insurance</b> at the <b>premises</b>;</p> <p>and</p> <p>ii. reported to <b>us</b> not later than 30 days from the end of the <b>period of insurance</b>;</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>j) Arising out of <b>your</b> ownership, occupation, possession or use of any land or building that is not within the <b>premises</b>.</p> <p>k) 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>l) Arising out of any goods or products</p> <p>designed, constructed, manufactured, altered, repaired, serviced, treated, sold, supplied or distributed by <b>you</b>; or</p> <p>m) Your liabilities for fines or penalties, or for damages which are only intended to punish <b>you</b> or to make an example of <b>you</b>.</p>

## Section Five– Legal Liability to the Public (continued)

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

### 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.

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

## Definitions (continued)

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

<b>Insurer</b>	AmTrust Europe Limited.
<b>Legal Action(s)</b>	<ul style="list-style-type: none"> <li>• The pursuit or defence of civil legal cases for damages and/or injunctions, specific performance or;</li> <li>• The defence of criminal prosecutions to do with <b>Your</b> employment,</li> <li>• The defence of motor prosecutions</li> </ul>
<b>Legal Helpline</b>	The service provided by <b>Our</b> panel solicitors on <b>Our</b> behalf which enables <b>You</b> to obtain advice on any matter which may give rise to a claim under this insurance.
<b>Let Property</b>	The <b>Let Property</b> shown in the insurance schedule and declared to <b>Insurers</b>
<b>Maximum Amount Payable</b>	The maximum payable in respect of an <b>Insured Event</b> is stated below: <b>Storage Costs:</b> £50 per day, up to a maximum of 6 days; <b>Hotel Expenses:</b> £175 per day, up to a maximum of 30 days; <b>All other sections:</b> £100,000
<b>Period of Insurance</b>	One year from the inception or renewal date shown on <b>Your</b> insurance schedule.
<b>Rent</b>	The monthly amount payable by the <b>Tenant</b> to <b>You</b> as set out in the <b>Tenancy Agreement</b> .
<b>Standard Advisers' Costs</b>	The level of <b>Advisers' Costs</b> that would normally be incurred in using a specialist panel solicitor or their agents
<b>Tenancy Agreement</b>	<p>A <b>Tenancy Agreement</b> between <b>You</b> and the <b>Tenant</b> in relation to the <b>Let Property</b> which is:-</p> <ul style="list-style-type: none"> <li>(a) an Assured Shorthold <b>Tenancy Agreement</b> as defined within the Housing Act 1988 (as amended) or its equivalent outside of England and Wales but within the <b>Territorial Limits</b>, or</li> <li>(b) a Company Residential Tenancy (Company Let) created after 28<sup>th</sup> February 1997 where the <b>Tenant</b> is a public limited company (plc) or limited company (Ltd) or its equivalent outside of England and Wales but within the <b>Territorial Limits</b> and the <b>Let Property</b> is let purely for residential purposes of the <b>Tenant's</b> employees and their family, or</li> <li>(c) a written common law residential <b>Tenancy Agreement</b> created after 28<sup>th</sup> February 1997 between individuals where the <b>Rent</b> is in excess of £100,000 per annum or its equivalent outside of England and Wales but within the <b>Territorial Limits</b>, and which is:- <ul style="list-style-type: none"> <li>i) Appropriate for the tenancy; and</li> <li>ii) Where relevant, signed and independently witnessed by <b>You</b>, the <b>Tenant(s)</b> and if required as a condition of the <b>Tenant Reference</b>, the <b>Guarantor</b>; and</li> <li>iii) Free from any unreasonably restrictive covenants</li> </ul> </li> </ul> <p>The <b>Tenancy Agreement</b> 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>
<b>Tenant</b>	The occupier of the <b>Let Property</b> named in the <b>Tenancy Agreement</b> as the <b>Tenant</b> and who has received a <b>Tenant Reference</b> confirming that he/she can, solely or jointly with another <b>Tenant</b> or other <b>Tenants</b> , afford to cover the cost of the <b>Rent</b> 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><b>A) Personal Injury</b></p> <p><b>Costs</b> to pursue a <b>Legal Action</b> following an accident resulting in <b>Your</b> personal injury or death against the person or organisation directly responsible.</p> <p>If the <b>Legal Action</b> is going to be decided by a court in England or Wales and the damages <b>You</b> are claiming are above the small claims track limit, the <b>Adviser</b> must enter into a <b>Conditional Fee Agreement</b> which waives their own fees if You fail to recover the damages that <b>You</b> are claiming in the Legal Action in full or in part. If the damages <b>You</b> are claiming are below the small claims track limit <b>Advisers' Costs</b> will not be covered but You can access the <b>Legal Helpline</b> for advice on how to take <b>Your</b> case further.</p>	<p><b>Claims:</b></p> <p>a) Arising from medical or clinical treatment, advice, assistance or care  b) For stress, psychological or emotional injury unless it arises from <b>You</b> suffering physical injury  c) For illness, personal injury or death caused gradually and not caused by a specific sudden event</p>
<p><b>B) Clinical Negligence</b></p> <p><b>Costs</b> to pursue a <b>Legal Action</b> for damages following clinical negligence resulting in <b>Your</b> personal injury or death against the person or organisation directly responsible.</p> <p>If the <b>Legal Action</b> is going to be decided by a court in England or Wales and the damages <b>You</b> are claiming are above the small claims track limit, the <b>Adviser</b> must enter into a <b>Conditional Fee Agreement</b> which waives their own fees if You fail to recover the damages that <b>You</b> are claiming in the <b>Legal Action</b> in full or in part. If the damages <b>You</b> are claiming are below the small claims track limit <b>Advisers' Costs</b> will not be covered but You can access the <b>Legal Helpline</b> for advice on how to take <b>Your</b> case further.</p>	<p>Claims for stress, psychological or emotional injury unless it arises from <b>You</b> suffering physical injury</p>

## Section Six – Family Legal Protection (continued)

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

## Section Six – Family Legal Protection (continued)

What is Insured	What is not insured
<p><b>E) Property Infringement</b></p> <p><b>Costs</b> to pursue a <b>Legal Action</b> for nuisance or trespass against the person or organisation infringing <b>Your</b> legal rights in relation to <b>Your</b> main home</p>	<p><b>Claims</b></p> <p>a) Where the nuisance or trespass started within the first 180 days after <b>You</b> first purchased this insurance unless <b>You</b> have held equivalent cover with <b>Us</b> 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 <b>You</b> 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 <b>Your</b> 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><b>F) Property Damage</b></p> <p><b>Costs</b> to pursue a <b>Legal Action</b> for damages against a person or organisation that causes physical damage to <b>Your</b> main home. The damage must have been caused after <b>You</b> first purchased this insurance.</p>	<p><b>Claims</b></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 <b>You</b> 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 <b>Your</b> 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><b>G) Property Sale and Purchase</b></p> <p><b>Costs</b> to pursue or defend a <b>Legal Action</b> arising from a breach of a contract for the sale or purchase of <b>Your</b> main home.</p>	<p><b>Claims</b></p> <p>a) Where <b>You</b> have purchased this insurance after the date <b>You</b> completed the sale or purchase of <b>Your</b> 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 <b>Your</b> use</p>



## Section Six – Family Legal Protection (continued)

What is Insured	What is not insured
<p><b>H) Employment Pursuit</b></p> <p><b>Standard Advisers' Costs</b> to pursue a <b>Legal Action</b> 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 <b>Employee of Your:-</b></p> <p>a) <b>Contract of Employment</b>; or  b) legal rights under employment laws.</p>	<p><b>Claims</b></p> <p>a) Where the breach occurred within the first 90 days after <b>You</b> first purchased this insurance unless <b>You</b> have held equivalent cover with <b>Us</b> 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 <b>Standard Advisers' Costs</b> of any disciplinary, investigatory or grievance procedure connected with <b>Your Contract of Employment</b> 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 <b>Your</b> 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 <b>You</b> 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><b>I) Employment Defence</b></p> <p><b>Costs</b> to defend a <b>Legal Action</b> in a dispute with <b>Your Domestic Employee</b> that arises from:</p> <p>a) Their dismissal by <b>You</b>  b) The terms of a contract of service or service occupancy agreement between <b>You</b> and <b>Your Domestic Employee</b>  c) An alleged breach of <b>Your Domestic Employee's</b> legal rights under employment laws.</p>	
<p><b>J) Tax</b></p> <p><b>Standard Advisers' Costs</b> incurred by an Accountant if <b>You</b> are subject to an <b>HM Revenue and Customs Full Enquiry</b> into <b>Your</b> personal Income Tax position.</p> <p>This cover applies only if <b>You</b> 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><b>Claims</b></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 <b>You</b>  iii) <b>You</b> are subject to an allegation of fraud</p> <p>b) For <b>Standard Advisers' Costs</b> 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><b>K) Legal Defence</b></p> <p>a) <b>Costs</b> in a <b>Legal Action</b> to defend <b>You</b> legal rights in the following circumstances arising out of <b>Your</b> work as an <b>Employee</b>:-</p> <p>i.) Prior to being charged when dealing with the police or Health &amp; Safety Executive or others with the power to prosecute</p> <p>ii.) In a prosecution brought against <b>You</b> in a court of criminal jurisdiction</p> <p>iii.) In a civil action brought against <b>You</b> as a <b>Data Controller</b> for compensation under <b>Data Protection Legislation</b></p> <p>iv.) In civil proceedings brought against <b>You</b> under legislation for unlawful discrimination</p> <p>b) <b>Costs</b> in a <b>Legal Action</b> to defend <b>You</b> legal rights arising out of a formal investigation or disciplinary hearing brought against <b>You</b> by any trade association or professional or regulatory body</p> <p>c) <b>Costs</b> in a <b>Legal Action</b> relating to <b>Your</b> alleged act or omission arising from <b>Your</b> legal obligations in relation to <b>Your Let Property</b>.</p>	<p><b>Claims</b></p> <p>a) For alleged road traffic offences where <b>You</b> 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 <b>You</b> have been advised by a medical professional not to drive.</p> <p>b) For <b>Costs</b> where <b>You</b> 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 <b>Your</b> licence</p> <p>d) Following an allegation of violence or dishonesty</p> <p>e) For <b>Standard Advisers' Costs</b> incurred in excess of any costs <b>You</b> are able to recover under a Defendants Costs Order</p>
<p><b>L) Motor Prosecution Defence</b></p> <p><b>Standard Advisers' Costs</b> to defend a <b>Legal Action</b> in respect of a motoring offence, arising from <b>Your</b> 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><b>Claims</b></p> <p>a) For alleged road traffic offences where <b>You</b> 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 <b>You</b> have been advised by a medical professional not to drive.</p> <p>b) For <b>Standard Advisers' Costs</b> where <b>You</b> 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 <b>Your</b> licence</p> <p>d) For <b>Standard Advisers' Costs</b> incurred in excess of any costs <b>You</b> are able to recover under a Defendants Costs Order</p>
<p><b>M) Jury Service</b></p> <p><b>We</b> will pay a <b>Daily Rate</b> for the duration <b>You</b> are off work while attending jury service for each whole day of such attendance providing these costs are not recoverable from <b>Your</b> employer or the court.</p> <p><b>We</b> will pay 50% of the <b>Daily Rate</b> for each additional half day <b>You</b> are off work while attending jury service providing these costs are not recoverable from <b>Your</b> employer or the court.</p>	

## Section Six – Family Legal Protection (continued)

What is Insured	What is not insured
<p><b>N) Personal Identity Fraud</b></p> <p><b>Costs</b> arising from <b>Identity Fraud</b>:-</p> <p>a) To defend Your legal rights and/or take steps to remove County Court Judgments against <b>You</b> that have been obtained by an organisation from which <b>You</b> are alleged to have purchased, hired or leased goods or services. Cover is only available if <b>You</b> deny having entered in to the contract and allege that <b>You</b> have been the victim of <b>Identity Fraud</b></p> <p>b) To deal with all organisations that have been fraudulently applied to for credit, goods or services in <b>Your</b> name or which are seeking monies or have sought monies from <b>You</b> as a result of <b>Identity Fraud</b></p> <p>c) In order to liaise with credit referencing agencies and all other relevant organisations on <b>Your</b> behalf to advise that <b>You</b> have been the victim of <b>Identity Fraud</b></p>	<p><b>Claims</b></p> <p>a) Where <b>You</b> have not been the victim of <b>Identity Fraud</b></p> <p>b) Where <b>You</b> did not take action to prevent <b>Yourself</b> from further instances of <b>Identity Fraud</b> following an <b>Insured Event</b></p> <p>c) Where the <b>Identity Fraud</b> has been carried out by somebody living with <b>You</b></p> <p>d) For <b>Costs</b> 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><b>You</b> must agree to be added to the CIFAS Protection Register if <b>We</b> recommend it.</p>
<p><b>O) Tenancy Dispute</b></p> <p><b>Costs</b> to pursue a <b>Legal Action</b>:-</p> <p>a) Following <b>Your</b> unlawful eviction from a property occupied by <b>You</b> under an Assured Shorthold Tenancy. Cover under this section applies to <b>Your</b> 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><b>We</b> will provide this cover as long as the eviction happens within the <b>Period of Insurance</b> and within the <b>Territorial Limits</b></p>	<p><b>Claims</b></p> <p>a) Where the dispute occurs within the first 90 days after <b>You</b> first purchased this insurance unless <b>You</b> held equivalent cover with <b>Us</b> 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 <b>You</b></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><b>P) Tenant Eviction and Pursuit of Rent Arrears</b></p> <p><b>You</b> are covered for <b>Advisers' Costs</b> to pursue:-</p> <p>a) <b>Legal Action</b> against a <b>Tenant</b> or <b>Guarantor</b> to recover possession of the <b>Let Property</b> where the <b>Tenant</b> fails to perform his obligations set out in the <b>Tenancy Agreement</b> relating to the rightful occupation of the <b>Let Property</b></p> <p>b) A <b>Tenant</b> or <b>Guarantor</b> for <b>Rent</b> arrears owed on a tenancy relating to the <b>Let Property</b> once possession has been gained</p>	<p><b>Claims</b></p> <p>a) Where <b>You fail</b> to provide evidence that <b>You</b> successfully completed a <b>Tenant Reference</b> on the <b>Tenant</b> (and <b>Guarantor</b> if required) prior to the start of the <b>Tenancy Agreement</b> or where the <b>Tenancy Agreement</b> started more than 31 days after the <b>Tenant Reference</b></p> <p>b) Arising from or connected to <b>Your</b> performance of <b>Your</b> obligations under the <b>Tenancy Agreement</b></p> <p>c) Arising from dilapidations unless the missing or damaged items were contained within a <b>Dilapidations Inventory</b></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 <b>Territorial Limits</b></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 <b>Territorial Limits</b></p> <p>f) Where the eviction of the <b>Tenant</b> is dealt with by a notice issued by the Home Office</p> <p>g) Where the <b>Let Property</b> is not solely residential</p> <p>h) Where the <b>Tenant</b> is not aged 18 years or over</p> <p>i) Where <b>You</b> have allowed the <b>Tenant</b> into possession of the <b>Let Property</b> before the <b>Tenancy Agreement</b> has been signed by all parties, a <b>Tenant Reference</b> has been obtained, the first month's <b>Rent</b> and the <b>Deposit</b> have been received in cash or cleared funds and the <b>Dilapidations Inventory</b> has been signed by the <b>Tenant</b></p> <p>j) Where <b>You</b> have failed to keep full and up to date rental records or have allowed the <b>Tenancy Agreement</b> to be transferred to any other individual or organisation unless all other terms of the insurance have been complied with</p> <p>k) If <b>You</b> or <b>Your</b> agent gave any false or misleading information when <b>You</b> applied for the <b>Tenant Reference</b></p> <p>l) Where the <b>Tenant</b> received a <b>Tenant Reference</b> subject to a <b>Guarantor</b> and the <b>Guarantor</b> was not correctly assigned to the <b>Tenancy Agreement</b></p> <p>m) Where <b>You</b> are in breach of any rules, regulations or Acts of parliament relating to the <b>Deposit</b></p> <p>n) In relation to dilapidations by the <b>Tenant</b> to the <b>Let Property</b> or its contents where <b>You</b> have a policy of insurance that covers the dilapidations</p> <p>o) Relating to any occupant of the <b>Let Property</b> over the age of 18, other than the <b>Tenant</b></p> <p>p) Where <b>Advisers' Costs</b> have been incurred as a result of <b>Your</b> failure to follow the advice of the <b>Adviser</b> or arising from <b>Your</b> failure to take any action recommended by <b>Us</b> or the <b>Adviser</b> to recover possession of the <b>Let Property</b> as promptly as possible</p>

## Section Six – Family Legal Protection (continued)

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

## 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](http://www.arclegal.co.uk/informationcentre). Alternatively they will send a claim form to **You**. If **Your** problem is not covered under this insurance, the helpline may be able to offer **You** assistance under a private funding arrangement.

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

#### 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](http://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](mailto: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](mailto: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](http://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](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

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

## 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:

<b>Authorised Supplier</b>	A tradesperson authorised by us to assess <b>your</b> claim, and carry out repairs in <b>your home</b> under this policy and under <b>our</b> delegated authority.
<b>Covered / Insured Events</b>	<b>Emergency</b> to essential services in <b>your home</b> listed in the section below headed “What is covered”.
<b>Emergency</b>	The result of a sudden and unforeseen incident at the <b>home</b> which immediately: <ul style="list-style-type: none"> <li>a) Exposes <b>you</b> or a third party to a risk to <b>yours</b> or their health or;</li> <li>b) Creates a risk of loss of or damage to the <b>home</b> and/or any of <b>your</b> belongings or;</li> <li>c) Renders the <b>home</b> uninhabitable.</li> </ul>
<b>Emergency Repairs</b>	Work undertaken by an <b>authorised supplier</b> to resolve the <b>emergency</b> by completing a <b>temporary repair</b> .
<b>Insured / You / Your</b>	<b>You</b> , the policyholder, and /or any member of <b>your</b> immediate family normally living at <b>your home</b> .
<b>United Kingdom</b>	United Kingdom of Great Britain and Northern Ireland, including the Isle of Man and the Channel Islands, where it is more likely that <b>your</b> claim will be settled on a <b>reimbursement basis</b> .
<b>Period of Insurance</b>	One year from the start or renewal date shown on <b>your</b> policy certificate. If a mid-term adjustment has been made, the date on <b>your</b> new policy certificate.
<b>Home</b>	The house or flat shown on <b>your</b> 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.
<b>Temporary Repair</b>	Repairs and/or work immediately required to stop further damage being caused by the <b>emergency</b> . <b>You</b> will need to replace this with a <b>permanent repair</b> .
<b>We / Us / Our</b>	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
<b>Reimbursement Basis</b>	Subject to our prior agreement and on receipt of the engineer / installer/ supplier/ authorised supplier’s fully itemised invoice, <b>we</b> will pay <b>you</b> up to £500 inclusive of VAT as a contribution to a repair which <b>you</b> will arrange <b>yourself</b> . This will be in full and final settlement of <b>your</b> claim.
<b>Trace and Access</b>	Damage resulting from gaining necessary access to the <b>emergency</b> or reinstating the fabric of <b>your home</b> .

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## 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><b>We</b> will only pay for the <b>emergency repair</b>. <b>We</b> will not pay for any damage caused by the emergency.</p> <p><b>The emergencies listed below are covered under this policy:</b></p>	<p>There are conditions and exclusions, listed below, which limit the type and value of <b>emergency repairs you</b> can claim for. Please read them carefully to ensure this cover meets <b>your</b> needs. <b>We</b> do not wish <b>you</b> to discover after an <b>emergency</b> has occurred that it is not covered under the policy.</p> <p>The following incidents are <b>NOT</b> covered under this policy:</p>
<p><b>A) Plumbing</b></p> <p>An <b>emergency</b> 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"> <li>■ <b>Your</b> toilet;</li> <li>■ Pipes leading to and from the shower or bath;</li> <li>■ Internal section of the overflow pipe;</li> <li>■ Central heating water pipes.</li> </ul>	<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 <b>home</b>;</p> <p>Dealing with temporarily frozen pipes;</p> <p>Damage resulting from gaining necessary access to the <b>emergency</b> or reinstating the fabric of <b>your home</b>. Otherwise known as <b>Trace and Access</b>.</p>
<p><b>B) Drainage</b></p> <p>An <b>emergency</b> 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 <b>emergencies</b> that <b>you</b> 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. <b>You</b> will still be covered if <b>you</b> do have another working toilet or bathing facility;</p> <p>Blocked or leaking soil vent pipes, provided <b>you</b> 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 <b>home</b>);</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 <b>emergency</b> or reinstating the fabric of <b>your home</b>. Otherwise known as <b>Trace and Access</b>.</p>



## Section Seven – Home Emergency (continued)

What is covered	What is not covered
<p><b>C) Failure of Internal Electrics</b></p> <p>Failure of <b>your</b> electrics rendering <b>your home</b> 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 <b>home</b>.</p>
<p><b>D) Security</b></p> <p><b>Windows:</b> Broken and cracked windows which result in the home not being secure.</p> <p><b>We</b> will undertake an <b>emergency repair</b> using boarding or similar material to resolve the immediate security risk.</p> <p><b>Keys and locks:</b> Gaining access to, or securing <b>your home</b> through an external door where you have no alternative due to:</p> <ul style="list-style-type: none"> <li>• lost or damaged keys;</li> <li>• stolen keys;</li> <li>• failure of the external locking mechanism to the door;</li> </ul> <p>Damage to locks on external doors or windows caused by vandalism, theft or attempted theft where you are unable to secure <b>your home</b>;</p> <p>Replacement of a single set of keys (if this is the only alternative to resolve the <b>emergency</b>).</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 <b>home</b> is therefore secure.</p>
<p><b>E) Pests</b></p> <p>Removal of rats, mice, wasps and hornets, where evidence of infestation in <b>your home</b> has been found.</p>	<p>Pests found outside <b>your home</b>, such as in detached garages and outbuildings.</p>
<p><b>F) Internal Gas Pipe</b></p> <p>A leak from the internal gas supply pipe in <b>your home</b> between the meter and a gas appliance. <b>We</b> will repair or replace the section of pipe, following the isolation of the gas supply by the National gas <b>Emergency Service</b>.</p> <p>If <b>you</b> think <b>you</b> have a gas leak, <b>you</b> should immediately call the National Gas <b>Emergency Service</b> on 0800 111 999.</p>	<p>Restoration of gas supply is not included. Please contact <b>your</b> Utility Company who will be able to arrange this for <b>you</b>;</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 <b>emergency</b> or reinstating the fabric of <b>your home</b>. Otherwise known as <b>Trace and Access</b>.</p>

## Section Seven – Home Emergency (continued)

What is covered	What is not covered
<p><b>G) Boiler and Heating System</b></p> <p>Complete/partial/intermittent failure or breakdown of <b>your</b> primary heating/hot water system, resulting in no hot water and/or heating.</p> <p><b>We</b> will also cover <b>you</b> for:</p> <ul style="list-style-type: none"> <li>• A loss of water pressure within a boiler due to a fault;</li> <li>• A water leak from the boiler/heating system.</li> </ul> <p>Included:</p> <p>Domestic gas boiler within <b>your home</b>, 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 <b>your home</b> 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 <b>your</b> 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 <b>your home</b> 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 <b>your</b> heating system which is covered by a manufacturer, supplier, installer or repairer guarantee or warranty;</p> <p>Boilers which are still working, but <b>you</b> suspect may be about to break down (e.g. where a noise has developed) or where the fault is not apparent to <b>our</b> authorised contractor;</p> <p>Any routine maintenance, cleaning and servicing, as well as repairs that require a power flush of <b>your</b> 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><b>H) Boiler and Heating System - Beyond Economical Repair</b></p> <p>If in the opinion of <b>our authorised supplier</b>, <b>we</b> are unable to repair <b>your</b> boiler/hot water system, we will pay <b>you</b> £250 towards buying a replacement boiler or heating system. This can be claimed on a <b>reimbursement</b> basis within 90 days of <b>our</b> attendance at <b>your home</b>;</p> <p>If <b>we</b> are unable to repair <b>your</b> boiler/hot water system and <b>you</b> 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 <b>you</b> 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 <b>home</b> which do not comply with the regulations applicable at the time;</p> <p>If <b>you</b> are a landlord, <b>we</b> would not be able to work on the boiler and/or heating system if <b>you</b> are unable to provide us with the most recent and valid CP12 document or Landlord Certificate.</p>
<p><b>I) Temporary Heating</b></p> <p>If <b>you</b> have no heating and a part needs to be ordered following the <b>authorised supplier's</b> first visit, or if <b>we</b> are unable to repair the boiler/heating system, <b>you</b> have the option to either purchase heaters up to a value of £50 inc VAT on a <b>reimbursement basis</b>. These heaters are <b>yours</b> to keep.</p> <p>Alternatively <b>we</b> can deliver two temporary heaters to <b>your home</b>.</p>	
<p><b>J) Roofing</b></p> <p>Sudden or unforeseen roofing problems such as leaks or tiles blown off during a storm or bad weather.</p> <p><b>We</b> will undertake an <b>emergency repair</b> using a tarpaulin or similar material to resolve the immediate home emergency.</p>	<p><b>We</b> will not replace tiles (unless this is the only way to contain the <b>emergency</b>)</p> <p>Water ingress due to poor roof maintenance or wear and tear.</p> <p>Damage caused to the <b>home</b> 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](mailto: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](mailto: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](http://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](http://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](mailto: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](http://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](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

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



This insurance is underwritten by Argenta Syndicate Management Limited (registered number 204974) (ASML) is authorised by the Prudential Regulation Authority (PRA) and regulated by the Financial Conduct Authority (FCA) and the PRA. The FCA's website, which includes a register of all regulated firms can be visited at [www.fca.org.uk/register](http://www.fca.org.uk/register).

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

V3.0 01032021