# Home Insurance

SAGIC

Insurance that changes lives

# Policy Document

SAGIC

Insurance that changes lives

*SAGIC's profits support the work of The Salvation Army*

**IMPORTANT NOTICE – COOLING OFF PERIOD**

This Policy is subject to a 'cooling-off' period. Under this, if you decide within 14 days of receiving the Policy that you do not wish to continue with the insurance, you may cancel your cover within this period and get all your money back as long as you have not made any claims.

Please read your Policy carefully as soon as possible so that you can satisfy yourself that it meets your requirements before the end of the cooling-off period.

**WELCOME TO SAGIC**

Thank you for choosing SAGIC for your home insurance and I hope that you will be happy with your Policy and the reassurance it provides.

SAGIC is wholly owned by The Salvation Army and all profits are returned to them to support their charitable activities.

Your policy is made up of this booklet and your schedule which details the sections of cover you have chosen. Please keep these documents in a safe place so that you may refer to them if you ever need to make a claim. The sections and levels of cover provided under this policy are based upon information provided by you to us therefore please check the schedule to ensure that the cover meets your needs.

Gordon Dewar
Managing Director
The Salvation Army General Insurance Corporation Limited

## *YOUR* 'HOUSE AND HOME' INSURANCE POLICY

This is ***your*** insurance Policy setting out the terms of the contract ***you*** have made with The Salvation Army General Insurance Corporation Limited, known as SAGIC, and the other insurers as named in the Policy, for the ***period of insurance*** stated in ***your*** insurance schedule. When ***your*** Policy falls due for renewal and ***you*** decide to renew the insurance with ***us***, ***you*** will receive an up-dated Schedule, which should be inserted in this booklet.

***You*** are requested to read this document carefully to gain a full understanding of what is and what is not covered by this insurance Policy. There are some words in the Policy text that need to be defined so that their meaning in the context of this Policy is understood. These words are shown in the 'LIST OF DEFINITIONS' and they bear the defined meaning where they appear in the Policy wording in bold italic print.

This Policy wording provides details of all of the cover that is available. ***Your*** Schedule sets out the Sections of the Policy that ***you*** have decided to purchase and, where applicable, the items insured, sums insured, limits, ***excesses***, etc. ***You*** should examine the details carefully to ensure that the information shown is correct. If any changes are necessary or ***you*** wish to change any of the cover by purchasing additional extensions or cancelling an existing extension, please contact ***us*** immediately.

The 'GENERAL CONDITIONS' and 'EXCLUSIONS', which apply to the whole Policy except Section 8 – Family Legal Protection, are very important and should be given close attention. ***You*** should also give close attention to the conditions and exclusions applicable to Section 8 if ***you*** have purchased it.

The Application and the Declaration completed by ***you*** and all the information ***you*** supplied during the proposal stage are incorporated in and form part of this Policy, this information will be sent to you in the form of a statement of fact for you to check.

**It is important that the information contained in the Statement of Fact is correct as this may affect your cover, if you wish to change anything you must contact us immediately.**

In return for the payment of the premium by ***you***, ***we*** will provide insurance in accordance with the Policy cover for those Sections shown in ***your*** Schedule.

## LAYOUT OF *YOUR* POLICY

It is important that ***you*** know how to make a complaint or ***claim*** under ***your*** House and Home insurance so the details of the **Complaints Procedures** and the **Claims Procedures** appear at the front of the Policy booklet.

**General Exclusions** and **General Conditions** are a very important part of the contract, so to enable ***you*** to find them easily, appear next in the Policy booklet. These exclusions and conditions apply to the whole Policy with the exception of Section 8 – Family Legal Protection, which has its own Exclusions and Conditions.

Next, ***we*** set out the insurance coverage available under the Policy. ***Your*** insurance schedule sets out the details of which sections of the Policy ***you*** have purchased and so apply to ***your home***.

Finally, ***we*** know that a ***claim*** does not only affect ***us***, but also causes ***you*** inconvenience and distress so ***we*** have included some useful advice on precautions to take to reduce the possibility of loss in certain circumstances.

The full layout of ***your*** Policy is shown under the heading contents overleaf.

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## THE INSURERS

***You*** have purchased this Policy from SAGIC but some parts of the cover are provided by other insurers and ***you*** have a contract with those other insurers in respect of their sections of the Policy. Details of the insurers and the parts of the cover that they underwrite are shown below.

**The insurance cover provided by this Policy is written by:**

| Insurer | Sections Written |
|---|---|
| **The Salvation Army General Insurance Corporation Limited**<br>Faith House, 23-24 Lovat Lane, London, EC3R 8EB<br>(Registered No 101704 England)<br>Tel: 0300 030 1865<br>Fax: 0300 030 1866<br>Email:<br>General Enquiries: **customer@sagic.co.uk**<br>Claims: **claims@sagic.co.uk**<br>Complaints: **complaints@sagic.co.uk**<br>www.sagic.co.uk | **1 – Buildings**<br>**1a – Property Owners Liability**<br>**2 – Contents (New for Old)**<br>**2a – Occupiers' & Personal Liability and Employers' Liability for *Domestic Servants***<br>**3 – Personal Possessions In & Away from the *Home***<br>**4 – Loss of Personal Money & Credit Cards**<br>**5 – Freezer Foods**<br>**6 – Sports Equipment**<br>**7 – Pedal Cycles** |
| **Arc Legal Assistance Limited (underwritten by AmTrust Europe Limited)**<br>The Gatehouse, Lodge Park, Lodge Lane,<br>Colchester, CO4 5NE<br>(Registered No 4672894 England)<br>Tel: 0344 770 9000<br>http://www.arclegal.co.uk/ | **8 – Family Legal Protection** |

Each of these insurers is liable only under the Sections of the Policy shown against its name and cannot accept any liability for the insurance coverage afforded by Sections of the Policy written by the other insurers.

The insurers are each authorised by the **Prudential Regulation Authority (PRA)** and regulated by the **Financial Conduct Authority (FCA)** and **Prudential Regulation Authority** and ***you*** can check their status on the FCA Register, in the following ways:

On the FCA website at www.fca.org.uk/register/

By telephoning the FCA Consumer Helpline on 0800 111 6768

By writing to the FCA Consumer Helpdesk, 25 The North Colonnade, Canary Wharf, London E14 5HS

All are members of:

**Financial Ombudsman Service**

**Financial Services Compensation Scheme**

In addition, SAGIC are members of:

**Association of British Insurers**

## USEFUL CONTACT TELEPHONE NUMBERS

The following information is supplied to enable ***you*** to contact the right person in ***our*** organisation quickly.

**Alterations to or questions concerning *your* Policy**:

To amend ***your*** Policy or ask a question about it, please contact SAGIC's Personal Insurances Customer Services Team on ***our*** Lo-call number (for the cost of a local call from any UK landline or free in some call plans):

**SAGIC CUSTOMER SERVICES: 0300 030 1865**

***You*** can also contact ***our*** Customer Services Team by email to: **customerservices@sagic.co.uk**

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**Claims under all Sections of this Policy other than Section 8 – Family Legal Protection**

If ***you*** wish to make a ***claim*** or if ***you*** have any ***claims*** questions under any part of the Policy other than Section 8, please contact the SAGIC Claims Line on ***our*** Lo-call number: (for the cost of a local call from any UK landline or free in some call plans):

**SAGIC CUSTOMER SERVICES: 0300 030 1865**

There is an emergency 'out of hours' facility available on this number to assist in a crisis when ***our*** office is closed. This facility is available for claims under Sections 1 and 2 of the Policy.

In order to ensure that this service is available promptly to those who really need it in an emergency, please do not select it if ***you*** are advising a non-urgent ***claim*** or querying the status of a ***claim*** or if the claim falls under any Policy Section other than 1 or 2.

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**Claims under Section 8 – Family Legal Protection**

Section 8 procedures for ***claims*** and complaints are set out in full on page 57. For ***claims*** under this Section 8 call Arc Legal Assistance Ltd on **0344 770 1040**.

**Legal Helplines**

If ***you*** have purchased Section 8 – Family Legal Protection, then ***you*** have access to the helplines operated by Arc Legal Assistance Ltd. Details of these helplines and how to access them are set out on Page 55.

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**LIST OF DEFINITIONS** These definitions appear in bold italic text throughout the Policy. They do not apply to Section 8 – Family Legal Protection; the definitions of that section appear on page 52.

| | |
|---|---|
| ACCIDENTAL DAMAGE | Sudden, unintentional and unexpected physical loss, breakage or damage that can be seen. |
| BODILY INJURY | Death, illness, injury or disease. |
| BUILDING/BUILDINGS | ***Your home*** including garages, sheds, greenhouses and other domestic outbuildings, and landlords' fixtures and fittings therein and thereon, paved terraces, patios, drives, paths, walls, gates and fences, solar panels, septic tanks, oil tanks, sunken swimming pools, fishponds and ornamental ponds and hard tennis courts, on the site of ***your home***.' |
| BUSINESS EQUIPMENT | Computer and office equipment (excluding data) used solely for clerical business but excluding stock, mobile telephones and tablet computers. |
| CLAIM | A single loss or series of losses arising from one event for which cover is provided by this Policy. |
| CONTENTS | Household goods, furniture, furnishings and personal effects in ***your home***, including personal effects of visitors to ***your home***, and interior decorations belonging to or the responsibility of ***you*** or any member of ***your household***, subject to the following exclusions:<br>(a) Any fixtures or fittings belonging to the landlord.<br>(b) Any fixtures or fittings which are attached to the ***building*** in a permanent way such as fitted kitchen furniture, bathroom fittings and fitted bedroom furniture.<br>(c) Domestic animals and fish.<br>(d) ***Motor vehicles*** and the contents thereof.<br>(e) Caravans, horse boxes, trailers, and trailer-tents and the contents thereof.<br>(f) Boats and other watercraft, surfboard, hovercrafts, aircraft, drones and the contents thereof.<br>(g) Deeds, bills of exchange, promissory notes, cheques, securities for money, share certificates, documents of any kind.<br>(h) Any property used by you for business or professional purposes (except as defined by ***Business Equipment***). |

When the ***buildings*** belong to a landlord and ***you*** are responsible for damage to fixtures and fittings under ***your*** tenancy agreement, such fixtures and fittings are understood to be ***contents*** but ***you*** must include them when calculating ***your*** sum insured.

| | |
|---|---|
| COSTS AND EXPENSES | (a) Legal costs and expenses recoverable from ***you*** by any claimant.<br>(b) Defence costs and expenses incurred with ***our*** written consent. |
| DOMESTIC EMPLOYEE | A person employed by a member of the ***household*** to solely carry out domestic duties for the ***household***. |
| DRONE | Unmanned aerial vehicle (UAV) or or unmanned aircraft systems (UASes). |
| EXCESS/EXCESSES | The amount of the ***claim*** for which ***you*** are responsible. |
| FEES | The fees of architects, surveyors and other professionals that ***you*** incur in connection with the repair of damage to the ***buildings***. ***Our*** prior permission is required before such fees are incurred. Fees that ***you*** have to pay in connection with the preparation of ***your claim*** are not covered. |
| HOME | The private dwelling and its outbuildings used solely for domestic purposes, at the Risk Address as shown in ***your*** Schedule. |
| HOUSEHOLD | ***You***, ***your*** spouse or partner, relatives and any other person permanently living in the ***home*** but not any lodger, tenant or paying guest. |
| LOCAL AUTHORITY REQUIREMENTS | The additional costs ***you*** have to pay to repair damage due to the need to comply with any Government or Local Authority requirements or regulations, but excluding any costs relating to requirements or regulations which were notified to ***you*** before the loss or damage occurred. |
| MOTOR VEHICLE | Any electrically or mechanically propelled vehicle for adults or children.<br>***Motor vehicle*** does not include any:<br>(a) vehicle used only as domestic gardening equipment within the ***home's*** boundaries.<br>(b) battery operated golf cart or trolley.<br>(c) pedestrian controlled toy or model. |
| MONEY | Cash, bank and currency notes, cheques, money and postal orders, postage stamps which are not part of a stamp collection, savings stamps and savings certificates, premium bonds, luncheon vouchers, travellers cheques, travel season tickets and gift tokens. Any money, as defined, relating to ***your*** business is not covered. |
| PERIOD OF INSURANCE | The period shown on ***your*** schedule for which ***we*** agree to accept and ***you*** have paid the premium. |

| | |
|---|---|
| PERSONAL POSSESSIONS (Electrical Items) | Electrical items include the following:<br>Portable games consoles, laptops, notepad computers, e-readers, satellite navigation, MP3 players, mobile phones, hearing aids etc. subject to the following exclusions:<br>(a) ***Money*** and credit cards<br>(b) Drones |
| PERSONAL POSSESSIONS (Non-Electrical Items) | Personal possessions include the following items which may be taken out of the home:<br>Jewellery, gold and silver articles, antiques, watches, works of art, furs, photographic equipment, musical instruments, spectacles, contact lenses, coins, medals , stamps etc. |
| REMOVAL OF DEBRIS | The cost of removing debris, demolishing, propping or shoring up parts of the ***buildings*** which have been damaged. ***Our*** prior consent is required except where immediate action is needed in the interest of public safety. |
| TERRITORIAL LIMITS | England, Scotland, Wales, Northern Ireland, the Channel Islands and the Isle of Man. |
| TERRORISM | An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear. |
| UNOCCUPIED | Not lived in by ***you***, any member of ***your household*** or any other person who has ***your*** permission.<br>It is accepted by ***us*** that ***your home*** will be ***unoccupied*** at certain times when ***you*** are away on holiday. ***We*** agree that ***we*** shall not regard ***your home*** as being ***unoccupied*** at these times, subject to such holiday periods not amounting to more than 31 days in any ***period of insurance***. If the holiday period is likely to exceed 31 days, ***you*** must contact ***us*** as soon as ***you*** know. |
| VALUABLES | Jewellery, gold and silver articles, antiques, watches, works of art, furs, photographic equipment, musical instruments, spectacles, contact lenses, coins, medals , stamps etc. |
| WE/US/OUR | For Sections 1, 2, 3, 4, 5, 6 & 7 The Salvation Army General Insurance Corporation Limited.<br>For Section 8 see the definition in Section 8. |
| YOU/YOUR | The person or persons named in ***your*** Schedule. |

## COMPLAINTS PROCEDURES

The Complaints Procedures apply to all Sections of the Policy other than Section 8 Family Legal Protection Insurance. The procedures applying to Section 8 Family Legal Protection are set out on Page 50.

SAGIC aims to give excellent, friendly service, and to handle claims promptly in a fair and efficient manner. ***We*** will undertake ***our*** dealings with ***you*** with this aim in mind and ***we*** are committed to working within the spirit of The Financial Conduct Authority's requirements for Treating Customers Fairly.

However, ***we*** recognise that sometimes things go wrong and circumstances may arise where ***you*** feel ***you*** have cause for complaint.

If ***you*** have purchased this policy from a broker please initially submit ***your*** complaint to them (please see ***your*** policy schedule for contact details), alternatively if ***you*** have purchased this policy direct from SAGIC or if ***your*** broker is unable to resolve ***your*** complaint then please contact:

The Managing Director
The Salvation Army General Insurance Corporation Limited
Faith House, 23-24 Lovat Lane, London, EC3R 8EB
Tel: 0300 030 1865
Email: **complaints@sagic.co.uk**

Should ***you*** remain dissatisfied, please write to SAGIC's Chairman at the same address, further to this if the matter is not resolved to ***your*** satisfaction ***you*** may ask the FINANCIAL OMBUDSMAN SERVICE (FOS) to review ***your*** case.

Please note that the FINANCIAL OMBUDSMAN can investigate a complaint if:

(i) ***You*** have given ***us*** an opportunity to resolve ***your*** complaint.

(ii) ***You*** are not a business with a group turnover of at least €2,000,000 and have fewer than 10 employees.

(iii) The matter is not the subject of legal proceedings or arbitration.

(iv) The dispute is not between ***you*** and someone else's insurer.

(v) The complaint does not concern ***our*** level of premiums or ***our*** decision as to which risks to cover.

## WHAT WILL HAPPEN IF ***YOU*** COMPLAIN

This section is not applicable to Section 8 Family Legal Protection.

Where possible ***we*** will resolve ***your*** complaint within one business day.

Otherwise:

- ***We*** will acknowledge ***your*** complaint as quickly as possible and, in any event, within three working days of receipt.
- ***We*** aim to resolve complaints within five working days. If ***we*** cannot achieve that, ***we*** will keep ***you*** informed each week on the progress of ***your*** complaint.
- ***We*** receive a small number of complaints and those ***we*** do get can usually be resolved within a few days. However, occasionally more detailed inquiries may be required and if this happens ***we*** will do ***our*** best to complete those inquiries in the shortest possible time.
- Once ***we*** have completed ***our*** investigation of ***your*** complaint ***we*** will respond with a decision in writing.

If ***your*** complaint has been reviewed by both ***our*** Managing Director and ***our*** Chairman and ***you*** are unhappy with the response ***you*** have been given or if ***we*** have not completed ***our*** investigation after 8 weeks, ***you*** can refer the complaint to the Financial Ombudsman Service, as mentioned above. ***We*** are bound by the decision of the Financial Ombudsman, but ***you*** are not.

**THE FINANCIAL OMBUDSMAN SERVICE CAN BE CONTACTED AT:**

Exchange Tower, LONDON E14 9SR
Telephone: **0800 023 4567** Fax: **020 7964 1001**
Email: **complaint.info@financial-ombudsman.org.uk**

## THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

The Financial Services Compensation Scheme (FSCS) was set up to protect customers should an insurer go out of business and be unable to meet its liabilities or pay ***claims***.

If one of the insurers on this Policy fails in this way, ***you*** may be entitled to compensation from FSCS.

The FSCS protection for insurance claims is 90% of the ***claim*** with no upper limit in respect of UK insurance policies issued by a UK authorised insurer. This Policy and the insurers involved in providing the cover meet these requirements.

For further information, contact the:

Financial Services Compensations Scheme
10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU
Telephone: **0800 678 1100** or **0207 741 4100,** Fax: **020 7892 7301**
**Email: enquiries@fscs.co.uk** **Website:** www.fscs.org.uk

## **CLAIMS PROCEDURES** (see also General Condition 8 on Page 22)

**Set out below are *your* and *our* responsibility in connection with *claims* under this Policy.**

**If *you* fail to comply with any of *your* responsibilities shown below or, in the case of Section 8, as shown within Section 8, *we* may at *our* option refuse to deal with *your claim* or reduce the amount for payment as *we* deem appropriate and *we* may cancel *your* Policy.**

### ***YOUR*** RESPONSIBILITIES IN RESPECT OF CLAIMS INVOLVING LOSS OF OR DAMAGE TO ***YOUR*** PROPERTY AS INSURED BY SECTIONS 1, 2, 3, 4, 5, 6 or 7

1. Give immediate notification to the police if the ***claim*** involves property that is lost, stolen, damaged maliciously or damaged by rioters.
2. Report the ***claim*** to ***us*** as soon as practicable and in any event within 31 days of the occurrence.
3. Provide all information and assistance that ***we*** may reasonably require without delay, including access to the site of the incident to enable ***us*** to deal with ***your claim***.
4. Take all reasonable steps to recover any lost or stolen property and advise ***us*** as soon as practicable of any such property that is returned to ***you***.
5. At ***your*** expense provide ***us*** with estimates, proof of ownership and/or of value to support ***your claim***.
6. Not abandon any property to ***us***.
7. Allow ***us*** to take over and conduct in ***your*** name the defence or settlement of any ***claim*** or prosecute in ***your*** name for ***our*** benefit any ***claim*** against another party for indemnity or damages or otherwise.
8. Do not dispose of any damaged property without gaining ***our*** prior approval.

### ***YOUR*** RESPONSIBILITIES IN RESPECT OF CLAIMS BEING MADE AGAINST ***YOU*** FOR ***YOUR*** LEGAL LIABILITY AS INSURED UNDER SECTIONS 1a or 2a

***You*** must:

1. Notify ***us*** immediately if someone is making a claim against ***you***.
2. Not make any promise to pay or any admission of liability.
3. Send any letter or document to ***us*** unanswered.

***YOUR*** RESPONSIBILITIES IN RESPECT OF CLAIMS ***YOU*** WISH TO MAKE UNDER SECTION 8 – FAMILY LEGAL PROTECTION INSURANCE OR TO ACCESS THE HELPLINES OFFERED UNDER SECTION 8

For ***your*** responsibilities under Section 8 – Family Legal Protection, please refer to that section of the Policy.

***OUR*** RESPONSIBILITIES IN RESPECT OF ALL SECTIONS OF THE POLICY WITH THE EXCEPTION OF SECTION 8 – FAMILY LEGAL PROTECTION

***We*** will:

1. Deal with ***your claim*** fairly and promptly.
2. Acknowledge ***your*** initial notification of the ***claim*** and send ***you*** a ***claim*** form or advise ***you*** the action ***you*** need to take.
3. Keep ***you*** informed on the status of ***your claim*** from time to time.
4. Once the ***claim*** is agreed, settle the ***claim*** promptly in accordance with the appropriate Basis of Settlement set out in this Policy.
5. Give ***you*** an explanation of the reasons if ***we*** turn down ***your*** claim or any part of it.

IMPORTANT NOTES

1. Claims handling procedures for Section 8 – Family Legal Protection are contained within that Section of the Policy.

## GENERAL EXCLUSIONS THAT APPLY TO ALL SECTIONS OF THE POLICY OTHER THAN SECTION 8

This Policy does not cover:

**1. ASBESTOS**

Liability arising from or contributed to by the manufacturing, mining, use, sale, installation, removal, distribution of or exposure to asbestos, materials or products containing asbestos or asbestos fibres or dust.

**2. BREAKDOWN**

Mechanical or electrical breakdown, fault or failure.

**3. COMMUNICABLE DISEASES**

The transmission by ***you*** or any member of ***your household*** of:

(a) Human Immunodeficiency Virus (HIV) and/or any HIV related illness, Acquired Immune Deficiency Syndrome (AIDS) and/or any mutant derivative or variations thereof however caused.

(b) any communicable disease.

**4. COMPUTER FAILURE**

Any ***claim***, loss, liability or expense caused by or arising directly or indirectly from or in any way relating to the failure of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software, whether or not it is ***your*** property, to:

(a) correctly recognise any date as its true calendar date

(b) capture, save or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than its true calendar date

(c) capture, save, retain or correctly process any data as the result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data on or after any date

but this shall not exclude subsequent loss of or damage to ***your*** property specifically insured by the Policy or any loss or damage not otherwise excluded which itself results from:

Fire, Smoke, Explosion, Lightning, Earthquake, Riot, Civil Commotion, Strike, Labour or Political Disturbance, Malicious Person, Vandals, Escape of Water or Oil from any fixed water or heating installation, Theft or Attempted Theft, Impact involving aircraft, aerial device or anything falling from them or by a vehicle or animal.

This exclusion does not apply to any cover for Liability to ***Domestic Employees***.

**5. CONFISCATION**

Confiscation or requisition by order of any government or public body.

**6. CONSEQUENTIAL LOSS**

Consequential loss of any kind or description incurred by ***you*** or ***your household***.

**7. DELIBERATE DAMAGE OR CRIMINAL ACTS**

Any deliberate, malicious or willful acts or arising from any criminal activity by ***you*** or any member of ***your household.***

**8. EXISTING DAMAGE**

Any loss or damage occurring before the cover by this Policy commences.

**9. POLLUTION OR CONTAMINATION**

Any loss damage or liability arising from pollution or contamination unless caused by a sudden and unforeseen and identifiable accident.

All pollution which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

**10. RADIOACTIVE CONTAMINATION AND CONFISCATION**

Any loss or damage to property, legal liability, expense, consequential loss or ***bodily injury*** directly or indirectly caused by or arising from or contributed to by nuclear energy or radioactivity of any kind including but not limited to any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

(a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

(b) The radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or nuclear assembly or nuclear component.

(c) Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

**11. REDUCTION IN VALUE**

Any reduction in value of the property insured following a ***claim*** settlement.

**12. SONIC BANGS**

Loss or damage caused by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.

**13. TERRORISM**

(a) In respect of Sections 1a (property owners' legal liability) and 2a (occupiers' personal and employers' legal liability):

Other than to any ***domestic employee,*** liability to third parties or any liability incurred by ***you*** for damages, costs and expenses directly or indirectly caused by, resulting from or in any connection with any act of ***terrorism*** or any action taken in controlling, preventing, suppressing or in any way relating to any act of ***terrorism,***

(b) In respect of all other sections of the Policy

Any loss of or damage to property, legal liability, expense, consequential loss or ***bodily injury*** directly or indirectly caused by, resulting from or in connection with any act of ***terrorism*** involving:

(i) Contamination or the threat of Contamination.

(ii) Any action taken in controlling, preventing or in any way relating to Contamination or threatened Contamination.

regardless of any other cause or event contributing at the same time or in any other sequence to the loss.

For the purpose of this exclusion Contamination means the contamination, poisoning or prevention and/or limitation of the use of property or objects due to effects of any substance or process.

If ***we*** allege that by reason of this exclusion any loss, damage, expense, liability or consequential loss is not covered by this insurance the burden of proving the contrary shall be upon ***you***.

**14. WAR RISKS**

Any loss, damage or liability which is the direct or indirect result of any of the following, whether or not contributed to by any other cause or event:

war, invasion, activities of a foreign enemy, hostilities or warlike operations (whether war has been declared or not) civil war, mutiny, revolution, or insurrection (meaning people rising up and rebelling against the government by force), civil commotion which is so severe or widespread that it resembles a popular uprising, military power (even if properly authorised by the duly elected government), usurped power (meaning power taken by force by any person or group, including the armed forces, which is not the duly elected government) or property being confiscated by any government or public or local authority.

**15. WEAR AND TEAR, ETC.**

Wear and tear, depreciation or any gradually operating cause, including but not limited to wet rot, dry rot, rust, deterioration and the like.

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## GENERAL CONDITIONS APPLYING TO ALL SECTIONS OF THIS POLICY OTHER THAN SECTION 8

### 1. CANCELLATION

***We*** may cancel this Policy by giving ***you*** 30 days notice and ***you*** may cancel the Policy by giving ***us*** 30 days notice of cancellation at any time.

If ***we*** decide to cancel, ***we*** will advise ***you*** in writing to ***your*** last known address and will return to ***you*** the unexpired portion of any premium paid.

If ***you*** cancel, ***you*** must advise ***us*** by post, fax or hand-delivered letter and ***you*** will be entitled to a return of premium based on ***our*** short period rates in force at the time of cancellation. However if ***you*** have made a ***claim***, there will be no return of premium.

In the event that ***you*** pay ***your*** premiums by Direct Debit, if ***you*** cancel the Policy and ***your*** Direct Debit instructions in such a way that premium is still owing to ***us***, ***you*** must pay ***us*** the outstanding balance as soon as possible as it forms part of ***your*** contract with ***us***. Failure to do so may damage ***your*** credit rating and may necessitate the use of debt collection agencies on ***our*** behalf.

### 2. CHANGE IN CIRCUMSTANCES

***You*** must tell ***us*** as soon as possible if any circumstances on which this insurance was based have changed. Failure to do so will give ***us*** the right to amend premium, change terms or cancel ***your*** Policy. Details that must be advised to ***us*** include:-

(a) if ***you*** change address

(b) If ***you*** carry out any changes or alterations to ***your property*** (though not minor works or redecorations)

(c) if ***your home*** is used for business purposes other than clerical work

(d) if ***your home*** is let, sublet or used as a holiday home

(e) if ***you*** or a member of ***your household*** are prosecuted for or convicted of any offence other than motoring offences

(f) if ***you*** or a member of ***your household*** is declared bankrupt or subject to a CCJ

(g) if ***your home*** becomes ***unoccupied***

### 3. CLAIMS

In the event of a ***claim you*** must follow as far as is practicable the CLAIMS PROCEDURES set out on page 15.

Failure to do so may result in ***your*** claim being rejected or reduced or ***we*** may cancel ***your*** Policy from the start of the current period of insurance.

**4 CONTRACTS (RIGHTS OF THIRD PARTIES)**

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

**5. DUTY OF CARE**

***You*** must:

(a) do all that is reasonably possible to:
  (i) protect the property insured
  (ii) prevent, or reduce the extent of, ***damage***
  (iii) prevent accidents or ***bodily injury***

(b) keep any property insured under this Policy in good condition

**6. FRAUD**

If any ***claim*** under this Policy involves fraud by ***you*** or anyone acting on ***your*** behalf, ***you*** shall not be entitled to any benefit under the Policy and all cover under the Policy shall cease. ***We*** have the right to take legal action should there be any fraudulent ***claim*** under this Policy.

**7. GOVERNING LAW AND LANGUAGE**

This Policy will be governed by English law unless ***you*** live in Scotland in which case the law of Scotland will apply.

If there is any dispute as to which law applies it shall be English law.

***We*** will communicate with ***you*** in English at all times.

**8. OTHER INSURANCE**

If any loss, damage or legal liability covered by this Policy is also covered by another insurer, ***our*** liability will be ***our*** rateable proportion of any ***claim***.

**9. SETS**

If any undamaged item or part of item forming part of a set needs replacing following an insured event covered under this Policy, we will contribute 50% of the costs of replacing the undamaged item or items forming part of a set.

## 10. FAIR REPRESENTATION

***You*** have a duty to make to ***us*** a fair presentation of the risk before the inception of this Policy; when an alteration is made to this Policy; and at the renewal of this Policy.

If a breach of such duty is:

(a) deliberate or reckless

i. in relation to an alteration made to this Policy, ***we*** may treat this Policy as cancelled with effect from the time when the alteration was made and retain any premiums paid; or

ii. in relation to inception or renewal of this Policy ***we*** may avoid this Policy and refuse all ***claims*** and retain any premiums paid; or

(b) neither deliberate nor reckless

i. in relation to an alteration made to this Policy and ***we*** would not have agreed to the alteration on any terms, ***we*** may treat this Policy as if the alteration was never made; or

ii. in relation to inception or renewal of this Policy and ***we*** would not have entered into this Policy on any terms, ***we*** may avoid this Policy and refuse all ***claims*** but will return any premiums paid; or

(c) neither deliberate nor reckless

i. in relation to an alteration made to this Policy, and ***we*** would have agreed to the alteration but on different terms; or

ii. in relation to inception or renewal of this Policy, and ***we*** would have entered into this Policy but on different terms,

the Policy will be treated as if it has been entered into on those different terms, if either of the above would have resulted in ***us*** charging an increased premium on what was actually charged, ***we*** may reduce proportionately the amount to be paid on a ***claim***. ***We*** will pay on such claim a percentage of what ***we*** would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms), based on the total premium actually charged compared to the premium that ***we*** would have charged;

***We*** will be entitled to vary the premium and any terms in respect of any ongoing acceptance of cover (where agreed by ***us***), in relation to a breach of the duty to make to ***us*** a fair presentation of the risk.

## 11. DATA PROTECTION

All personal data provided by ***you*** will be treated by ***us*** as confidential and will not be disclosed to any third party without ***your*** consent unless permitted by law or as set out in ***our*** Data Protection & Privacy Policy, this will be supplied when ***you*** take out this policy or is available on request.

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## SECTION 1 – BUILDINGS

| WHAT IS COVERED | | WHAT IS NOT COVERED |
|---|---|---|
| | ***We*** will pay for loss of or damage to ***buildings*** caused by an Insured Event 1. to 10. and Extensions 11-17 below: | ***We*** do not pay for loss of or damage to ***buildings*** caused by the following:<br>(i) The ***excess*** detailed in ***your*** Schedule.<br>(ii) The exclusions listed in this column or under the General Exclusions on page 17. |
| **1.** | Fire, Smoke, Explosion, Lightning and Earthquake. | (i) Smoke damage by any gradually operating cause. |
| **2.** | Storm or Flood. | (i) Damage to gates, fences or tennis courts.<br>(ii) Damage caused by frost, subsidence, landslip or heave.<br>(iii) Damage to oil or fuel tanks, hot tubs and swimming pools. |
| **3.** | Riot, Civil Commotion, Strike, Labour or Political Disturbance, Malicious Persons or Vandals. | (i) Damage occurring if ***your home*** is left ***unoccupied*** for more than 31 days.<br>(ii) Malicious damage by any person lawfully in ***your home.*** |
| **4.** | Subsidence or heave of the site beneath the ***buildings*** or Landslip causing the ***buildings*** or part of it to collapse. | (i) Damage to terraces, patios, drives, paths, garden walls, outdoor swimming pools, fishponds, ornamental ponds and tennis courts unless the foundations beneath the external walls of ***your home*** are damaged at the same time.<br>(ii) Damage caused by the bedding down of new structures or settlement of newly made up ground.<br>(iii) Damage to solid floor slabs or resulting from their movement, unless the foundations beneath the external walls of ***your home*** are damaged at the same time. |

| WHAT IS COVERED (Continued) | WHAT IS NOT COVERED (Continued) |
|---|---|
| | (iv) Damage caused by coastal erosion.<br>(v) Damage resulting from demolition or structural repairs or alterations to the ***buildings***.<br>(vi) Faulty workmanship or design or defective materials in the ***building***.<br>(vii) Damage to oil tanks |
| **5.** Escape of water or oil from any fixed water or heating installation or domestic appliance. | (i) The repair of the part of the installation from which water or oil escapes.<br>(ii) Damage occurring if ***your home*** is left ***unoccupied*** for more than 31 days. |
| **6.** Freezing of domestic water and heating installations resulting in damage thereto. | (i) Damage due to age, rust, corrosion, wear and tear.<br>(ii) Damage due to poor insulation or lagging.<br>(iii) Damage occurring if ***your home*** is left ***unoccupied*** for more than 31 days. |
| **7.** Theft or attempted theft. | (i) Damage if ***your home*** is left ***unoccupied*** for more than 31 days.<br>(ii) Theft by a member of ***your household*** or a lodger, tenant or paying guest. |
| **8.** Impact involving an aircraft, aerial device or anything falling from them, or by a train, vehicle or animal. | (i) Damage caused by insects or by domestic pets owned by ***you*** or anyone residing in **your *home.*** |
| **9.** Breakage or collapse of satellite dishes, receiving aerials and their fittings or masts. | (i) Damage to the satellite dish, aerial, fitting or mast itself. |

**WHAT IS COVERED (Continued)**

**10.** Falling trees, branches, telegraph poles or lamp posts including the cost of removing any that cause damage to the ***home***.

**WHAT IS NOT COVERED (Continued)**

(i) Damage to tennis courts.

(ii) The cost of removal if ***buildings*** are not damaged at the same time.

(iii) Damage due to tree felling, lopping or topping operations undertaken on the site of ***your home***.

## EXTENSIONS TO SECTION 1

**WHAT IS ALSO COVERED**

**11. Underground Pipes and Cables**

Accidental damage to underground pipes and cables supplying the ***building*** but this cover is limited to £1,000 in respect of all work necessary to clear a blocked underground pipe.

**WHAT IS NOT COVERED**

(i) Damage for which ***you*** are not legally responsible.

(ii) Wear, tear and gradual deterioration.

(iii) Blockage by anything deliberately discharged into a drain by ***you*** or with ***your*** permission.

**12. Glass, Ceramic Hobs and Sanitary Ware**

Accidental breakage of fixed glass, solar panels, ceramic hobs or tops in fixed units and sanitary ware.

(i) Damage occurring if ***your home*** is left ***unoccupied*** for more than 31 days.

(ii) Damage to fixed glass in furniture.

**13. Alternative Accommodation or Loss of Rent**

The cost of comparable alternative accommodation or loss of rent receivable for the period that the ***buildings*** are uninhabitable in consequence of damage due to an Insured Event 1. to 10. on page 25 - 27 or ***accidental damage*** on page 29.

This extension is subject to a maximum limit of 20% of sums insured on ***buildings*** as shown in ***your*** Schedule.

(i) This cover shall not apply to damage to either property if there is any other insurance in force covering such damage.

**WHAT IS ALSO COVERED (Continued)**

**WHAT IS NOT COVERED (Continued)**

**14. Emergency Access**

Damage to ***your home*** and Garden caused by forced access to attend:

(i) a medical emergency

(ii) an event that would result in damage to ***your home*** by an Insured Event 1. to 10. on pages 25 - 27.

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**15. Sale of *your home***

(i) When ***you*** have exchanged contracts to sell ***your home*** the buyer will have benefit of cover under Section 1 until completion of the sale.

(ii) If ***we*** have agreed to insure ***your*** new ***home*** Section 1 cover shall commence from the exchange of contracts.

(i) This cover shall not apply to damage to either property if there is any other insurance in force covering such damage.

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**16. Locks and Keys**

The cost of replacement locks and keys to external doors, alarm systems or a domestic safe in ***your*** home required due to the keys being accidentally lost or stolen.

This extension is subject to a maximum limit of £1,000.

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**17. Trace and Access**

Where the ***buildings*** are insured and if they are damaged due to an escape of water from any fixed water or heating installation for which ***you*** are legally responsible ***we*** will pay the reasonable cost that ***you*** incur in finding the source of damage.

The most ***we*** will pay is £5,000 but not more than £2,500 for a water leak outside the ***home***.

(i) The cost of repair of the source of the damage unless the cause is covered elsewhere in this Policy.

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**ACCIDENTAL DAMAGE (optional)**

This extension applies to ***buildings*** cover when shown in ***your*** schedule and up to a maximum sum insured as shown in ***your*** schedule

**WHAT IS ALSO COVERED**

**1.** Sudden, unintentional and unexpected physical loss, breakage or damage that can be seen.

***We*** do not pay for

(i) The excess stated in ***your*** schedule.

(ii) Any loss or damage that is excluded by the **General Exclusions** to this Policy.

(iii) Damage caused by domestic pets belonging to anyone residing in ***your home***, or by vermin, insects, damp, mildew, rot, fungus or other gradual cause.

(iv) Damage occurring if ***your home*** is left ***unoccupied*** for more than 31 consecutive days.

(v) Loss or damage caused by any process of cleaning, dyeing, altering, repairing, renovation, restoring or dismantling of the apparatus.

(vi) Loss or damage caused by demolition, structural alterations, or structural repair to the ***building***.

(vii) Loss or damage caused by mechanical or electrical fault, breakdown or failure.

(viii) Loss or damage caused by faulty workmanship, defective design or the use of defective materials.

(ix) Damage caused by subsidence, landslip or heave.

## INFLATION – INDEX LINKING OF THE SUM INSURED UNDER SECTION 1 – BUILDINGS

The sum insured on ***buildings*** will be adjusted monthly in line with the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors.

The renewal premium will be calculated on the amount of the sum insured, as at renewal date with such adjustment.

## BASIS OF SETTLEMENT OF CLAIMS UNDER SECTION 1 – BUILDINGS

In event of a ***claim*** under Section 1 ***we*** will pay for the loss or damage including ***Fees***, ***Removal of debris*** and the cost of complying with ***local authority requirements*** or, at ***our*** sole option, ***we*** will repair or reinstate the ***buildings*** to a condition as near as possible to the condition immediately before the loss or damage occurred.

If the repair or reinstatement is not carried out ***we*** will pay the resultant reduction in the market value but not to exceed the amount that would have been expended on the repair or reinstatement had the work been carried out without delay.

***We*** will not pay for any reduction in the market value of ***your home*** following repair or reinstatement.

The most ***we*** will pay for all loss or damage resulting from one insured incident under Section 1 is the sum insured shown in ***your*** Schedule, adjusted by any inflation index linking due under the provisions of the Policy plus any amount due in respect of Extension 13 – Alternative Accommodation or Loss of Rent.

A deduction will be made for wear and tear if:

(i) the ***buildings*** are not maintained in good condition or

(ii) the sum insured on ***buildings*** at the time of the damage is less than the full cost of rebuilding the ***buildings*** as new, including ***Fees*** and ***Removal of debris***.

## SECTION 1a - PROPERTY OWNERS LIABILITY

### WHAT IS COVERED

1. ***We*** will pay all amounts which ***you*** become legally liable to pay as owner (not as occupier) of the ***buildings*** and its land for damages and ***costs and expenses*** if accidental:
   (i) ***bodily injury*** to any person, or
   (ii) ***damage*** to material property occurs during the ***period of insurance*.**

2. Cover under 1. above also extends to the:
   (i) ***buildings*** of any home ***you*** used to live in.
   (ii) ***buildings*** for 7 years after the date of cancellation of the Buildings section of this Policy due to sale of the ***buildings***.

   but only in respect of ***your*** legal liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises Act (Northern Ireland) Order 1975.

INDEMNITY LIMIT

The most ***we*** will pay for any ***claim*** including ***costs and expenses*** is the Property Owners Liability indemnity limit shown in the schedule.

### WHAT IS NOT COVERED

1. Liability arising from:
   (a) ***bodily injury*** of a member of the ***household*** or any person employed by a member of the ***household***.
   (b) ***damage*** to property belonging to or under the control of a member of the ***household*** or any person employed by a member of the ***household***.
   (c) an agreement unless liability would have existed without the agreement.
   (d) any business, profession or occupation.
   (e) a ***claim*** under the Defective Premises Act which is insured by a more recent or current Policy.
   (f) costs of remedying any fault or alleged fault in any private residence ***you*** previously owned or occupied.
   (g) the ownership or use of any lift or ***motor vehicle***.

2. Liability for:
   (a) fines, penalties or punitive, exemplary, aggravated or multiplied damages.
   (b) liquidated damages.

3. Liability covered by any other insurance.

**SPECIAL NOTES** (not forming part of the Policy):

Owners of buildings need to insure their liability as property owner and this cover is provided under Section 1a (legal liability).

However, accidents resulting in bodily injury to third parties or damage to their property that happen in buildings or on land are, by law, usually the responsibility of the occupier (the person who lives in the building or on the land) rather than the owner.

The Property Owners' Liability as insured under Section 1a of this Policy does not cover your legal liability as the occupier of the home or its land.

If you are both the owner and the occupier of the building, then to protect yourself you will need to purchase Occupiers' Liability cover, which we provide under Section 2a of this Policy when you purchase Contents Insurance.

## SECTION 2 – *CONTENTS* 'NEW FOR OLD'

| WHAT IS COVERED | | WHAT IS NOT COVERED |
|---|---|---|
| | ***We*** will pay for loss of or damage to ***contents*** when in ***your home*** caused by an Insured Event 1. to 10. and Extensions 11-23 below: | ***We*** do not pay for loss of or damage to ***contents*** caused by the following:<br>(i) The ***excess*** detailed in ***your*** Schedule.<br>(ii) The exclusions listed in this column or under the General Exclusions on page 17. |
| 1. | Fire, Smoke, Explosion, Lightning and Earthquake. | (i) Smoke damage by any gradually operating cause. |
| 2. | Storm or Flood. | |
| 3. | Riot, Civil Commotion, Strike, Labour or Political Disturbance, Malicious Persons or Vandals. | (i) Damage occurring if ***your home*** is left ***unoccupied*** for more than 31 days.<br>(ii) Malicious damage by anyone who is lawfully in ***your home***. |
| 4. | Subsidence or heave of the site beneath the ***building*** or Landslip causing the ***building*** or part of it to collapse. | (i) Damage caused by coastal erosion. |
| 5. | Escape of water or oil from any fixed water or heating installation or domestic appliance. | (i) The repair of the part of the installation from which water or oil escapes.<br>(ii) Damage occurring if ***your home*** is left ***unoccupied*** for more than 31 days. |
| 6. | Accidental loss of domestic heating oil or metered water.<br>The maximum amount payable is limited to £2,000. | (i) Damage occurring if ***your home*** is left ***unoccupied*** for more than 31 days. |

| WHAT IS COVERED (Continued) | WHAT IS NOT COVERED (Continued) |
|---|---|
| 7. Theft or attempted theft.<br>The maximum amount payable for theft or attempted theft from garages or outbuildings is £2,500. | (i) Loss by deception, except where deception is used solely to gain entry into ***your home***. This cover is limited to £1,000.<br>(ii) Loss or damage caused by ***you*** or a member of ***your household***.<br>(iii) Loss while ***your home*** or any part of it is lent, let, sub-let or occupied by paying guests unless violent force has been used to enter or leave ***your home***.<br>(iv) Loss of ***money*** unless involving entry to or exit from ***your home*** by forcible and violent means or entry by deception.<br>(v) Loss of ***money*** or ***valuables*** from garages or outbuildings.<br>(vi) Loss or damage occurring if ***your home*** is left ***unoccupied*** for more than 31 days. |
| 8. Impact involving an aircraft, aerial device or anything falling from them, or by a train, vehicle or animal. | (i) Damage caused by insects or by domestic pets owned by ***you*** or anyone residing in ***your home***. |
| 9. Damage to satellite dishes and receiving aerials, their fittings or masts due to breakage or collapse. | |
| 10. Falling trees or branches, telegraph poles or lamp posts. | (i) Damage due to tree felling, lopping or topping operations undertaken on the site of ***your home***. |

## EXTENSIONS TO SECTION 2

| WHAT IS ALSO COVERED | WHAT IS NOT COVERED |
|---|---|
| **11. Glass in furniture, Mirrors, and Glass or Ceramic Hobs.**<br>Accidental breakage of glass tops to furniture and fixed glass in furniture, mirrors or glass or ceramic hobs to freestanding cookers. | (i) Damage occurring if ***your home*** is left ***unoccupied*** for more than 31 days. |
| **12. Theft of Keys**<br>The cost of replacement locks and keys to external doors, alarm systems or a domestic safe in ***your home*** required due to the keys being accidentally lost or stolen.<br>This extension is subject to a maximum limit of £1,000. | |
| **13. *Contents*** (including trees, shrubs, plants and flowers) **in the Garden**<br>Loss or damage to ***contents*** in the garden of ***your home*** as a result of an Insured Event 1. and 3-10 on pages 33 and 35.<br>This extension is subject to a maximum limit of £1,000. | (i) Damage caused by domestic pets belonging to anyone residing in your home, or by vermin, insects, damp, mildew, rot, fungus or other gradual cause.<br>(ii) ***Money*** or ***valuables***.<br>(iii) Pedal cycles.<br>(iv) Loss or damage caused by storm or flood.<br>(v) Loss or damage occurring if ***your home*** is left ***unoccupied*** for more than 31 days. |

**WHAT IS ALSO COVERED (Continued)**

**14. Alternative Accommodation or Loss of Rent**

Loss of Rent receivable or the reasonable cost of comparable alternative accommodation for the period that the ***buildings*** are uninhabitable as a consequence of damage due to an Insured Event 1. to 10. on page 33 and 35 or ***accidental damage*** on page 39.

This extension is subject to a maximum limit of 20% of the sum insured on ***contents*** as shown in ***your*** Schedule.

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**15. *Contents* Temporarily Removed from *Your Home***

Loss of or damage by any Insured Event 1 to 10 on page 33 and 35 to ***contents*** temporarily removed from ***your home***:

(a) into a bank, safe deposit, occupied private dwelling house or any building where members of ***your household*** are living or carrying on their business in the British Isles.

(b) elsewhere in the British Isles.

**WHAT IS NOT COVERED (Continued)**

(i) Loss of ***money*** by theft.

(i) Loss or damage to property removed for sale or exhibition or to a furniture depository.

(ii) Loss or damage caused by malicious persons or vandals.

(iii) Loss or damage caused by storm or flood to property not in a ***building***.

(iv) Loss or damage by theft, unless from a ***building*** and there is forcible or violent entry to or exit from it.

(v) Loss or damage to any student belongings or pedal cycles.

**WHAT IS ALSO COVERED (Continued)**

**16. Tenants' Liability For Damage**

Where ***you*** are the tenant and not the owner of ***your home***, the insurance by this Policy is extended to cover the amounts ***you*** become legally liable to pay under the terms of ***your*** tenancy agreement for: the ***buildings,*** including decorations or landlords' fixtures and fittings due to loss or damage as set out in Insured Events 1. to 10. and extensions 11. and 12. of Section 1 of this Policy.

**Amount payable**

This extension is subject to a maximum limit of £10,000.

**17. Household Removal**

Loss or damage to ***contents*** while they are being moved by professional furniture removers from ***your home*** to ***your*** new permanent ***home*** (including temporary storage in a furniture storage unit for up to 7 consecutive days).

**18. Fatal Injury Benefit**

Death of a member of ***your household***, in the ***home***, if this happens as a direct result of a fire, explosion, lightning or intruder.

This extension is subject to a maximum limit of £5,000 per person and £10,000 in all.

**19. Title Deeds**

Loss or damage to the title deeds of ***your home***, if the originals are lost or due to an Insured Events in 1. to 10. on page 33 and 35.

**WHAT IS NOT COVERED (Continued)**

(i) The first £1,000 of each and every loss involving Subsidence, Heave or Landslip.

(i) Loss or damage of money or any item defined under ***valuables***.

(i) Death caused by any person insured by this policy.

(ii) Death occurring more than three months after the incident.

**WHAT IS ALSO COVERED (Continued)**

**WHAT IS NOT COVERED (Continued)**

**20. Religious Festival and Wedding Gifts**

We will increase the sums insured under Section 2 Contents by 20% for gifts and provisions brought in connection with a family celebration such as a wedding or a religious festival such as Christmas.

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**21. Freezer Foods**

Loss of or damage to food in a domestic deep freezer caused by a rise or fall in temperature or contamination from refrigerant or refrigerant fumes.

This extension is subject to a maximum limit of £500, should you require additional cover please see Section 5 on page 46.

(i) Loss or damage due to the deliberate act of the power supply authority or the withholding or restricting of power by the authority.

(ii) Any loss or damage that is excluded by the **General Exclusions** to this Policy.

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**22. Business Contents**

Loss of or damage to ***business equipment*** whilst in the ***home*** caused by an Insured Event 1. to 10. on page 33 and 35 or ***accidental damage*** (if shown as insured on ***your*** schedule) on page 39.

This extension is subject to a maximum limit of £5,000.

(i) ***Accidental damage*** to mobile phones, laptops or portable computer equipment.

(ii) Damage caused by domestic pets belonging to anyone residing in your home, or by vermin, insects, damp, mildew, rot, fungus or other gradual cause.

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**23. Student Belongings**

Loss of or damage to ***contents*** in student accommodation in the British Isles where members of ***your household*** are living caused by an Insured Event 1. to 10. on page 33 and 35 or ***accidental damage*** (if shown as insured on ***your*** schedule) on page 39.

This cover is limited to a maximum of £10,000.

(i) Loss or damage by theft, unless from a ***building*** and there is forcible or violent entry to or exit from it.

(ii) Loss of ***money*** or ***valuables***.

(iii) Loss or damage caused by storm or flood to property not in a ***building***.

(iv) Loss or damage caused by malicious persons or vandals.

## **ACCIDENTAL DAMAGE** (optional)

This extension applies to ***your contents*** cover when shown in ***your*** schedule and up to a maximum sum insured as shown in ***your*** schedule

**WE WILL PAY FOR**

Sudden, unintentional and unexpected physical loss, breakage or damage that can be seen.

**WE DO NOT PAY FOR**

(i) The excess stated in ***your*** schedule.

(ii) Any loss or damage that is excluded by the **General Exclusions** to this Policy.

(iii) Damaged caused by chewing, tearing, fouling, scratching, or by vermin, insects, damp, mildew, rot, fungus or other gradual cause.

(iv) Damage occurring if ***your home*** is left ***unoccupied*** for more than 31 consecutive days.

(v) Loss or damage caused by any process of cleaning, dyeing, altering, repairing, renovation, restoring or dismantling of the apparatus.

(vi) Loss or damage caused by demolition, structural alterations, or structural repair to the ***building***.

(vii) Loss or damage caused by mechanical or electrical fault, breakdown or failure.

(viii) Loss or damage caused by faulty workmanship, defective design or the use of defective materials.

## **INFLATION – INDEX LINKING OF THE SUM INSURED UNDER SECTION 2 – *CONTENTS* – 'NEW FOR OLD'**

The sum insured on ***contents*** will be adjusted monthly in line with the Retail Prices Index (Consumer Durables Section). No additional premium will be charged for these adjustments but the renewal premium will be calculated on the sum insured at the renewal date resulting from these adjustments.

## BASIS OF SETTLEMENT UNDER SECTION 2 – *CONTENTS* – 'NEW FOR OLD'

Following loss or damage by any insured event under Section 2:

a) Provided that at the time of loss or damage the sum insured on ***contents*** is at least equal to the cost of replacing all the ***contents*** as new (less a deduction for wear and tear or betterment on clothing and household linen).

***We*** will at ***our*** sole option either:

(i) arrange to repair or replace any item(s) of ***contents*** lost or damaged, or

(ii) pay the cost of repairing or replacing any item(s) of ***contents*** lost or damaged, or

(iii) make a payment to ***you*** for any item(s) of ***contents*** lost or damaged.

b) If the sum insured at the time of loss or damage is less than equal to the cost of replacing all the ***contents*** as new, then a deduction will be made by ***us*** for wear, tear or betterment on any item(s) lost or damaged.

If **we** elect to repair or replace any item(s) of ***contents*** lost or damaged and ***you*** reject this basis of settlement the ***claim*** will be settled on the basis of the cost of replacement less a deduction for wear and tear.

## MAXIMUM AMOUNT PAYABLE UNDER SECTION 2 *CONTENTS* – 'NEW FOR OLD'

The maximum amount payable in respect of any one incident insured by Section 2 of this Policy is the sum insured shown in ***your*** Schedule adjusted by any inflation index linking due under the provisions of the Policy plus any amount due in respect of Extension 14 – Loss of Rent or Cost of Alternative Accommodation, from which shall be deducted any ***excess***.

Unless ***your*** Schedule provides for an increased amount, the following limits shall apply and these amounts represent the maximum that ***we*** will pay for the items concerned in the event of a ***claim*** and do not broaden or add to the Insured Events covered under the said Section 2:

| | |
|---|---|
| ***Valuables*** in total: | Not exceeding one third of the ***contents*** sum insured. |
| Any one item: | £2500 or 10% of the ***contents*** sum insured, whichever is higher. |
| ***Money***: | £500. |

## SECTION 2a – OCCUPIERS', PERSONAL AND EMPLOYERS' LIABILITY

### WHAT IS COVERED

1. OCCUPIERS' AND PERSONAL LIABILITY

   ***We*** will pay all amounts for which a member of the ***household*** (or after the death of that member of the ***household*** the legal representatives) becomes legally liable to pay as damages and ***costs and expenses***:

   (i) as occupier of the ***buildings***, or

   (ii) in any other personal capacity

   for accidental ***bodily injury*** to any person or ***damage*** to property occurring during the ***period of insurance***.

   INDEMNITY LIMIT

   The most ***we*** will pay for any ***claim*** including ***costs and expenses*** is the Occupiers' and Personal Liability indemnity limit shown in the schedule.

### WHAT IS NOT COVERED

1. Liability arising from:
   (a) ***bodily injury*** to a member of the ***household*** or any ***domestic employee***.
   (b) ***damage*** to property belonging to or under the control of a member of the ***household*** or any ***domestic employee***.
   (c) an agreement unless liability would have existed without the agreement.
   (d) any business, profession or occupation.
   (e) ownership of any land or ***building*** including the ***buildings***.

2. Liability arising from ownership, possession or use of any:
   (a) aircraft, drones and hovercraft.
   (b) watercraft unless propelled solely by hand or foot.
   (c) any motorised or ***motor vehicle*** (including mobility scooters) other than pedestrian controlled gardening equipment.
   (d) caravans or trailers while being towed or while attached to a vehicle.
   (e) dog of a type described in the Dangerous Dogs Act 1991, Dangerous Dogs (Northern Ireland) Order 1991 or any amending or subsequent legislation of similar intent.
   (f) living creatures other than pets that are normally

**WHAT IS COVERED (Continued)**

2. LIABILITY TO ***DOMESTIC EMPLOYEES***

***We*** will pay all amounts for which a member of the ***household*** becomes legally liable to pay as damages and ***costs and expenses*** for ***bodily injury*** to ***domestic employees*** occurring during the ***period of insurance*** within the ***territorial limits*** and arising from the work they are employed to do.

INDEMNITY LIMIT

The most ***we*** will pay for any ***claim*** including ***costs and expenses*** is the Liability to ***Domestic Employees*** indemnity limit shown in the schedule but limited to £5,000,000 in respect of any liability directly or indirectly caused by, resulting from or in any connection with any act of ***terrorism***. If ***we*** allege that by reason of this limitation any liability for damages and ***costs and expenses*** is covered only up to a specified limit of liability, the burden of proving to the contrary shall be upon ***you***.

**WHAT IS NOT COVERED (Continued)**

domesticated in the United Kingdom.

3. Liability for:
   (a) fines, penalties or punitive, exemplary, aggravated or multiplied damages
   (b) liquidated damages.

4. Any action for damages brought in a court of law outside the ***territorial limits***.

Liability for:

(a) which compulsory motor insurance or security is required
(b) or arising out of any business or profession of a member of the ***household***
(c) fines, penalties or punitive, exemplary, aggravated or multiplied damages
(d) liquidated damages.

**WHAT IS COVERED (Continued)**

3. UNRECOVERED COURT AWARDS

   ***We*** will pay the outstanding amount awarded to ***you***, ***your*** spouse or domestic partner living with ***you***, by a court in the ***territorial limits*** which is still unpaid 3 months after the date of the award, but only if this section would have insured ***you*** had the award been made against ***you***.

   INDEMNITY LIMIT

   The most ***we*** will pay for any ***claim*** is £2,000,000.

**WHAT IS NOT COVERED (Continued)**

1. An award against:
   (a) which an appeal is pending
   (b) a member of the ***household***.
2. Any award arising directly or indirectly from the activities of any business, profession or occupation.

## OPTIONAL EXTENSIONS available if Section 2 has been purchased

## BASIS OF SETTLEMENT UNDER EXTENSIONS 3, 4, 5, 6 & 7

**Claims** under Extensions 3, 6 & 7 shall, as far as possible, follow the basis of settlement for Section 2 – Contents as set out on page 40.

**Claims** under Extensions 4 and 5 shall be settled based upon the actual loss sustained, subject to the limits stated.

## SECTION 3 – PERSONAL POSSESSIONS IN & AWAY FROM THE HOME

***WE*** WILL PAY FOR

Accidental loss or damage to items owned by a member of ***your household***. The cover applies anywhere in the British Isles and for up to 60 days worldwide in any period of insurance.

The maximum we will pay in respect of any one item is £2000 (unless specifically listed on ***your*** schedule), with a maximum for any one event being the sum insured shown against Section 3 – 'Personal Possessions' in ***your*** Schedule.

Please see ***your*** schedule for the specific type of ***personal possessions*** cover that is included in ***your*** policy.

The maximum we will pay for in respect of theft from an unattended ***motor vehicle*** is £2,500 for any claim.

***WE*** WILL NOT PAY FOR

(i) The ***excess*** stated in ***your*** Schedule.

(ii) Any loss or damage that is excluded by the **General Exclusions** to this Policy.

(iii) Damage due to wear and tear.

(iv) Damage caused by cleaning, washing, repairing, restoring or renovating.

(v) Damage to any sports equipment, including guns, and sports clothing in the course of play or use.

(vi) Damage caused by domestic pets owned by ***you*** or anyone residing in ***your home***, or by vermin, insects, damp, mildew, rot or fungus.

(vii) Theft from an unattended ***motor vehicle***, unless all the doors, sunroofs and boot or hatchback have been locked and the alarm activated and the item or items stolen concealed in a locked boot or compartment.

(viii) Loss due to delay, confiscation or detention by any authority.

(ix) Student Belongings

## SECTION 4 – PERSONAL *MONEY* AND CREDIT CARDS, ETC

***WE*** WILL PAY FOR

(a) Loss of ***money*** used solely for private, social or domestic purposes.

The maximum ***we*** will pay in respect of any one event is the limit shown against Section 4 (a) Money in ***your*** Schedule.

(b) Fraudulent use by unauthorised persons of lost or stolen credit, charge, cheque, debit and cash cards issued in the British Isles.

The maximum ***we*** will pay in respect of claims arising from any one event of loss or theft of a card or cards is the limit shown against Section 4 (b) Credit Cards in ***your*** Schedule.

Cover applies to anywhere in the British Isles and for up to 60 days worldwide in any period of insurance.

***WE*** WILL NOT PAY FOR

(i) Any loss or damage that is excluded by the **General Exclusions** to this Policy.

(ii) Securities, certificates (other than savings certificates) and documents.

(iii) Depreciation in the value of ***money***.

(iv) Loss of ***money*** caused by errors or omissions in payments, receipts or book-keeping.

(v) Loss of ***money*** used or held for business or professional purposes.

(vi) Any Loss not reported to the Police within 24 hours of discovery.

(vii) Loss of cards not reported to the police and the issuing organisation within 24 hours of discovery.

(viii) Fraudulent use by any member of ***your household***.

## SECTION 5 – FREEZER FOODS

***WE*** WILL PAY FOR

Loss of or damage to food in a domestic deep freezer caused by a rise or fall in temperature or contamination from refrigerant or refrigerant fumes.

Please note this is in addition to the £500 cover provided under Section 2 – Contents.

***WE*** WILL NOT PAY FOR

(i) Loss or damage due to the deliberate act of the power supply authority or the withholding or restricting of power by the authority.

(ii) Any loss or damage that is excluded by the **General Exclusions** to this Policy.

## SECTION 6 – SPORTS EQUIPMENT

***WE*** WILL PAY FOR

Accidental loss of or damage to sports equipment and specialised sports clothing owned by any member of ***your household*** as specified in ***your*** Schedule.

The cover applies anywhere in the British Isles and for up to 60 days worldwide in any ***period of insurance***.

The maximum ***we*** will pay in respect of any one item is the sum insured shown against that item in Section 6 of ***your*** Schedule.

***WE*** WILL NOT PAY FOR

(i) The ***excess*** stated in ***your*** Schedule.

(ii) Any loss or damage that is excluded by the **General Exclusions** to this Policy.

(iii) Damage caused by cleaning or repairing.

(iv) Damage caused by domestic pets owned by ***you*** or anyone residing in ***your home***, or by vermin, insects, damp, mildew, rot or fungus.

(v) Clothing other than specialised clothing.

(vi) Damage to any sports equipment, including guns, and sports clothing in the course of play or use.

## SECTION 7 – PEDAL CYCLES

***WE*** WILL PAY FOR

Accidental loss of or damage to the pedal cycle or pedal cycles as detailed in ***your*** Schedule including any accessories attached.

The cover applies anywhere in the British Isles.

***Our*** maximum liability for a cycle will be the amount detailed in ***your*** Schedule.

***WE*** WILL NOT PAY FOR

(i) The ***excess*** stated in ***your*** Schedule.

(ii) Any loss or damage that is excluded by the **General Exclusions** to this Policy.

(iii) Damage caused by domestic pets owned by ***you*** or anyone residing in ***your home,*** or by vermin, insects, damp, mildew, rot or fungus.

(iv) Cycles used for professional purposes, racing, pacemaking or speed trials.

(v) Theft of the cycle or any part of the cycle when left unattended outside the boundaries of the land belonging to ***your home*** unless the cycle is in a locked building or has been securely locked to an immovable object.

(vi) Helmets and cycle clothing.

(vii) Loss or damage to tyres or accessories unless the cycle is lost or damaged at the same time.

## SECTION 8 – FAMILY LEGAL PROTECTION

**Family Legal Protection provides:**

- **Assistance Helplines including 24/7 Legal Advice**
- **Insurance for legal costs for certain types of disputes**

### *ASSISTANCE HELPLINE SERVICES*

These helplines are open 24 hours a day, seven days a week.

### 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 "**SAGIC – Family Legal Expenses Insurance**".

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

### LIFESTYLE COUNSELLING HELPLINE & ONLINE SUPPORT SERVICE

This service can help with a range of problems from practical everyday matters to sensitive or emotional issues. ***Our*** specialists will help ***You*** deal with personal relationship problems, problems with colleagues in the workplace and other issues affecting ***Your*** general wellbeing.

Counsellors and information specialists are also trained to help ***You*** with practical problems like debt.

The helpline is complemented by a comprehensive online information and support service, through which ***You*** can access information and advice on a range of issues and problems which often impact on everyday life. Topics are diverse and include relationships, childcare issues, consumer issues, stress, health and fitness. Information is updated regularly by a team of experienced counsellors and information specialists.

***You*** can access the Lifestyle Counselling Helpline on **0344 770 1036** or ***You*** can access the Online Support Service by visiting www.arclegal.co.uk/carefirst where ***You*** will be required to enter the username: **10190** and password: **SAGICFAMILY**.

## HEALTH AND MEDICAL INFORMATION SERVICE

This telephone service provides information on general health issues, and non-diagnostic information on medical matters. Information can be given on a wide variety of topics and on resources that provide further support.

## VETERINARY ASSISTANCE

If ***Your*** pet is ill or injured, ***We*** will assist by giving ***You*** information on the organisations that hold details of vets in the local area. ***We*** will give ***You*** guidance to help ***You*** make an informed decision but ***We*** cannot recommend any particular individual or organisation**.**

## CHILDCARE ASSISTANCE

If ***You*** need help in finding a child minder, nanny or children's nurse ***We*** will assist by giving ***You*** information on the organisations that hold details of accredited specialists in these areas. ***We*** will give ***You*** guidance to help ***You*** make an informed decision but ***We*** cannot recommend any particular individual or organisation

## HOME ASSISTANCE

If ***You*** need help in finding cleaning staff, au pairs and housekeepers ***We*** will assist by giving ***You*** information on organisations that hold details of specialists in these areas. ***We*** will give ***You*** guidance to help ***You*** make an informed decision but ***We*** cannot recommend any particular individual or organisation.

## ARC LEGAL DOCUMENT SERVICE

As part of your Family Legal Expenses Insurance policy, you have access to a range of free legal documents that may help you resolve any legal issue you may have.

The variety of legal documents available cover disputes relating to many topics, including:

- Debt and arrears
- Holiday and travel
- Motoring issues

- Probate
- Wills

For full details of the documents available and information on how to obtain them, contact sagiclegaldocs@arclegal.co.uk and quote 'SAGIC Legal Document Request'.

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## CLAIMS PROCEDURES THAT APPLY TO SECTION 8

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

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

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

### DATA PROTECTION ACT

***Your*** details and details of ***Your*** insurance cover and claims will be held by ***Us*** and or the ***Insurer*** for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

## COMPLAINTS PROCEDURES THAT APPLY TO SECTION 8

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

If ***You*** are unhappy with the service that has been provided, ***You*** should contact ***Us*** at the address below. ***We*** will always confirm to ***You***, within five working days, that ***We*** have received ***Your*** complaint. Within four weeks ***You*** will receive either a final response or an explanation of why the complaint has not been resolved plus an indication of when ***You*** will receive a final response. Within eight weeks ***You*** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when ***You*** will receive a final

response. After eight weeks, if ***You*** are unhappy with the delay, ***You*** may refer ***Your*** complaint to the Financial Ombudsman Service. ***You*** can also refer to the Financial Ombudsman Service if ***You*** cannot settle ***Your*** complaint with ***Us*** or before ***We*** have investigated the complaint if both parties agree.

**Our contact details are:**

Arc Legal Assistance Ltd
PO Box 8921, Colchester CO4 5YD
Tel: 01206 615000
Email: customerservice@arclegal.co.uk

**The Financial Ombudsman Service contact details are:**

Financial Ombudsman Service
Exchange Tower, London E14 9SR
Tel: 08000 234 567
Email: complaint.info@financial-ombudsman.org.uk

## COMPENSATION

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

## AUTHORISATION

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

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

## THE MEANING OF WORDS IN SECTION 8 OF THIS POLICY

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

**ADVISER**

***Our*** specialist panel solicitors or accountants or their agents appointed by ***Us*** to act for ***You***, or, and subject to ***Our*** agreement, where it is necessary to start court proceedings or a ***Conflict of Interest*** arises, another legal representative nominated by ***You***.

**ADVISERS' COSTS**

Legal or accountancy fees and disbursements incurred by the ***Adviser***.

**ADVERSE COSTS**

Third party legal costs awarded against ***You*** which shall be paid on the standard basis of assessment provided that these costs arise after written acceptance of a claim.

**CONDITIONAL FEE AGREEMENT**

An agreement between ***You*** and the ***Adviser*** or between ***Us*** and the ***Adviser*** which sets out the terms under which the ***Adviser*** will charge ***You*** or ***Us*** for their own fees.

**COSTS**

***Standard Advisers' Costs*** and ***Adverse Costs***.

**CONFLICT OF INTEREST**

Situations where ***We*** administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.

**CONTRACT OF EMPLOYMENT**

A contract of service, whether express or implied, and (if it is express) whether oral or in writing.

**DAILY RATE**

An amount equal to 1/250th of either of the following:

- If ***You*** are employed, the average of the amounts shown on ***Your*** payslips from ***Your*** employer during the last 12 months (excluding bonus payments and overtime); or
- If ***You*** are self-employed, the monthly average of the income ***You*** declared to the Inland Revenue for the previous tax year

**DISCLOSURE BREACH**

Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.

**EMPLOYEE**

An individual who has entered into or works under (or, where the employment has ceased, worked under) a ***Contract of Employment***.

**EXCESS**

The amount that ***You*** must pay towards the cost of any claim as stated below:

**Property Infringement section:** £250

**All other sections** £Nil

**HM REVENUE AND CUSTOMS FULL ENQUIRY**

An extensive examination by HM Revenue & Customs under Section 9A of the Taxes Management Act 1970 into all aspects of ***Your*** PAYE income or gains.

**IDENTITY FRAUD**

A person or group of persons knowingly using a means of identification belonging to ***You*** without ***Your*** knowledge or permission with intent to commit or assist another to commit an illegal act.

**INSURED EVENT**

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.

*Employment*

In employment disputes the ***Insured Event*** will be the receipt of an ET1 Employment Tribunal Claim Form.

*Identity Fraud*

In a claim arising from ***Identity Fraud*** the ***Insured Event*** is a single act or the start of a series of single acts against ***You*** by one person or group of people.

*Tax*

In accountancy matters the ***Insured Event*** arises on the date that ***You*** or ***Your Adviser*** are contacted either verbally or in writing, by the relevant department of **HMRC** advising ***You*** of either dissatisfaction with ***Your*** returns, or amounts paid, or notice of intention to investigate.

*Jury Service*

In a claim arising from jury service the ***Insured Event*** arises at the end of the period of jury service, at which point ***You*** can submit a claim.

For the purposes of the ***Maximum Amount Payable***, only one ***Insured Event*** will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.

**INSURER**

AmTrust Europe Limited.

**LEGAL ACTION(S)**

- The pursuit or defence of civil legal cases for damages and/or injunctions, specific performance or;
- The defence of criminal prosecutions to do with Your employment,
- The defence of motor prosecutions.

**LEGAL HELPLINE**

The service provided by **Our** panel solicitors on **Our** behalf which enables **You** to obtain advice on any matter which may give rise to a claim under this insurance.

**MAXIMUM AMOUNT PAYABLE**

**All sections**: £50,000

**PERIOD OF INSURANCE**

One year from the inception or renewal date shown on Your insurance schedule.

**STANDARD ADVISERS' COSTS**

The level of ***Advisers' Costs*** that would normally be incurred in using a specialist panel solicitor or their agents

**TERRITORIAL LIMITS**

**Contract Pursuit & Defence, Personal Injury and Clinical Negligence Sections:** The European Union

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

**WE/US/OUR**

Arc Legal Assistance Limited.

**YOU/YOUR /** Y**OURSELF**

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.

## COVER PROVIDED UNDER SECTION 8 – FAMILY LEGAL PROTECTION

### TERMS OF COVER

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***

and

(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 'General 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.

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WHAT IS INSURED

**1. CONSUMER PURSUIT**

***Costs*** to pursue a ***Legal Action*** following a breach of a contract ***You*** have for buying or renting goods or services for ***Your*** private use. The contract must have been made after ***You*** first purchased this insurance unless ***You*** have held this or equivalent cover with ***Us*** or another insurer continuously from or before the date on which the agreement was made.

WHAT IS NOT INSURED

Claims

(a) Where the amount in dispute is below £100 plus VAT

(b) Where the breach of contract occurred before ***You*** purchased this insurance

(c) Involving a vehicle owned by ***You*** or which ***You*** are legally responsible for

(d) Arising from a dispute with any government, public or local authority

(e) Arising from the purchase or sale of ***Your*** main home

(f) Relating to a lease tenancy or licence to use property or land

(g) Relating to a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled

(h) Relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to ***You***

(i) Directly or indirectly arising from planning law

(j) Directly or indirectly arising from constructing buildings or altering their structure for ***Your*** use, except in relation to disputes where the amount in dispute is below £5000 inc. VAT

**2. CONSUMER DEFENCE**

***Costs*** to defend a ***Legal Action*** brought against ***You*** following a breach of a contract ***You*** have for selling ***Your*** own personal goods. The contract must have been made after *You* first purchased this insurance unless ***You*** have held this or equivalent cover with **Us** or another insurer continuously from or before the date on which the agreement was made.

Claims

(a) Where the amount in dispute is below £100 plus VAT

(b) Where the breach of contract occurred before ***You*** purchased this insurance

(c) Involving a vehicle owned by ***You*** or which ***You*** are legally responsible for

(d) Arising from a dispute with any government, public or local authority

(e) Arising from the sale or purchase of ***Your*** main home

(f) Relating to a lease tenancy or licence to use property or land

**3. PERSONAL INJURY**

***Costs*** to pursue a ***Legal Action*** following an accident resulting in ***Your*** personal injury or death against the person or organisation directly responsible.

If the ***Legal Action*** is going to be decided by a court in England or Wales and the damages ***You*** are claiming are above the small claims track limit, the ***Adviser*** must enter into a ***Conditional Fee Agreement which waives their own fees if You*** fail to recover the damages that ***You*** are claiming in the **Legal Action** in full or in part. If the damages ***You*** are claiming are below the small claims track limit ***Advisers' Costs*** will not be covered but ***You*** can access the ***Legal Helpline*** for advice on how to take ***Your*** case further.

Claims

(a) Arising from medical or clinical treatment, advice, assistance or care

(b) For stress, psychological or emotional injury unless it arises from ***You*** suffering physical injury

(c) For illness, personal injury or death caused gradually and not caused by a specific sudden event

(d) Involving a vehicle owned or driven by ***You***

WHAT IS INSURED (Continued)

**4. CLINICAL NEGLIGENCE**

***Costs*** to pursue a ***Legal Action*** for damages following clinical negligence in an identified act of surgery, clinical or medical procedure, resulting in ***Your*** personal injury or death against the person or organisation directly responsible.

If the ***Legal Action*** is going to be decided by a court in England or Wales and the damages ***You*** are claiming are above the small claims track limit, the ***Adviser*** must enter into a ***Conditional Fee Agreement which waives their own fees if You*** fail to recover the damages that ***You*** are claiming in the ***Legal Action*** in full or in part. If the damages ***You*** are claiming are below the small claims track limit ***Advisers' Costs*** will not be covered but ***You*** can access the ***Legal Helpline*** for advice on how to take **i**case further.

WHAT IS NOT INSURED (Continued)

Claims

(a) Arising from the failure or delay to correctly diagnose ***Your*** condition

(b) Arising from an allegation of clinical negligence in failing to provide a satisfactory standard of care other than in relation to surgical, medical or clinical procedures

(c) For stress, psychological or emotional injury unless it arises from ***You*** suffering physical injury

(d) For illness, personal injury or death caused gradually and not caused by a specific identified act of surgery, clinical or medical procedure

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**5. EMPLOYMENT DISPUTES**

***Standard Advisers' Costs*** to pursue a ***Legal Action*** brought before an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) against an employer or ex-employer for breach as an ***Employee*** of ***Your***:-

(a) ***Contract of Employment***; or

(b) legal rights under employment laws**.**

Claims

(a) Where the breach occurred within the first 90 days after ***You*** first purchased this insurance unless ***You*** have held equivalent cover with ***Us*** or another insurer continuously for a period of at least 90 days leading up to when the breach first occurred

(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)

WHAT IS INSURED (Continued)

WHAT IS NOT INSURED (Continued)

(c) For ***Standard Advisers' Costs*** of any disciplinary, investigatory or grievance procedure connected with ***Your Contract of Employment*** or the costs associated with any settlement agreement

(d) Where the breach is alleged to have commenced or to have continued after termination of ***Your*** employment

(e) For an allegation of less favourable treatment between men and women in terms of pay and conditions of employment

(f) For any hearing fees and issue fees which ***You*** may be required to pay in order to bring a claim at an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man)

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**6. PROPERTY INFRINGEMENT**

***Costs*** to pursue a ***Legal Action*** for nuisance or trespass against the person or organisation infringing ***Your*** legal rights in relation to ***Your*** main home.

Claims

(a) Where the nuisance or trespass started within the first 180 days after ***You*** first purchased this insurance unless ***You*** have held equivalent cover with ***Us*** or another insurer continuously for a period of at least 180 days leading up to when the nuisance or trespass first started

(b) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority

(c) For adverse possession

(d) In respect of a contract ***You*** have entered into

(e) Directly or indirectly arising from planning law

WHAT IS INSURED (Continued)

WHAT IS NOT INSURED (Continued)

(f) Directly or indirectly arising from constructing buildings or altering their structure for ***Your*** use

(g) Directly or indirectly arising from:

(i) Subsidence meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building

(ii) Heave meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground

(iii) Land slip meaning downward movement of sloping ground

(iv) Mining or quarrying

---

**7. PROPERTY DAMAGE**

***Costs*** to pursue a ***Legal Action*** for damages against a person or organisation that causes physical damage to ***Your*** main home. The damage must have been caused after ***You*** first purchased this insurance.

Claims

(a) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority

(b) In respect of a contract ***You*** have entered into

(c) Directly or indirectly arising from planning law

(d) Directly or indirectly arising from constructing buildings or altering their structure for ***Your*** use

(e) Directly or indirectly arising from:

(i) Subsidence meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building

WHAT IS INSURED (Continued)

WHAT IS NOT INSURED (Continued)

(ii) Heave meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground

(iii) Land slip meaning downward movement of sloping ground

(iv) Mining or quarrying

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**8. PROPERTY SALE AND PURCHASE**

***Costs*** to pursue or defend a ***Legal Action*** arising from a breach of a contract for the sale or purchase of ***Your*** main home.

Claims

(a) Where ***You*** have purchased this insurance after the date ***You*** completed the sale or purchase of ***Your*** main home

(b) Where the amount in dispute is below £100 plus VAT

(c) Directly or indirectly arising from planning law

(d) Directly or indirectly arising from constructing buildings or altering their structure for ***Your*** use

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**9. MOTOR PROSECUTION DEFENCE**

***Standard Advisers' Costs*** to defend a ***Legal Action*** in respect of a motoring offence, arising from ***Your*** use of a vehicle. Pleas in mitigation are covered where there is a more than 50% prospect of such a plea materially affecting the likely outcome.

Claims

(a) For alleged road traffic offences where ***You*** did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving whilst under the influence of alcohol or non-prescribed drugs, or prescription medication where ***You*** have been advised by a medical professional not to drive.

(b) For ***Standard Advisers'*** **Costs** where ***You*** are entitled to a grant of legal aid from the body responsible for its

WHAT IS INSURED (Continued)

WHAT IS NOT INSURED (Continued)

administration, or where funding is available from another public body, a trade union, employer or any other insurance policy.

(c) For parking offences which cannot lead to penalty points on ***Your*** licence.

(d) For ***Standard Advisers' Costs*** incurred in excess of any costs ***You*** are able to recover under a Defendants Costs Order.

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**10. TAX**

***Standard Advisers' Costs*** incurred by an Accountant if ***You*** are subject to an **HM Revenue** and ***Customs Full Enquiry*** into ***Your*** personal Income Tax position.

This cover applies only if ***You*** have:-

(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

Claims

(a) Where:

(i) Deliberate misstatements or omissions have been made, to the authorities

(ii) Income has been under-declared because of false representations or statements by ***You***

(iii) ***You*** are subject to an allegation of fraud

(b) For ***Standard Advisers' Costs*** for any amendment after the tax return has initially been submitted to HM Revenue and Customs

(c) For enquiries into aspects of ***Your*** Tax Return (Aspect Enquiries)

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**11. DATA PROTECTION**

***Costs*** to pursue a ***Legal Action*** against a person or organisation for breach of the Data Protection Act 1998 which has resulted in ***You*** suffering a financial loss.

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**12. SCHOOL ADMISSION DISPUTES**

***Standard Advisers' Costs*** to appeal against the decision of a Local Education Authority (LEA) arising out of the LEA's failure to conform to its published admission policy, which leads to ***Your*** child or children being refused entry at the state school of ***Your*** choice.

Claims

(a) Arising where examinations or other selection criteria are part of the acceptance process

(b) Where the process for appealing against the decision to refuse a place at the school has not been adhered to.

(c) Where the child has been suspended, expelled or permanently excluded from another school.

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**13. PROBATE**

***Costs*** to pursue legal proceedings within the ***Territorial Limits*** by ***You*** in respect of a probate dispute involving the will of ***Your*** deceased parents or grandparents, children, step-children or adopted children where ***You*** are contesting a will as a named beneficiary or as a member of a class of beneficiaries with an immediate interest.

Claims in respect of any dispute or costs where a will has not been previously made or concluded or cannot be traced.

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WHAT IS INSURED (Continued)

**14. PERSONAL IDENTITY FRAUD**

***Costs*** arising from ***Identity Fraud*****:**

(a) To defend ***Your*** legal rights and/or take steps to remove County Court Judgments against **You** that have been obtained by an organisation from which ***You*** are alleged to have purchased, hired or leased goods or services. Cover is only available if ***You*** deny having entered in to the contract and allege that ***You*** have been the victim of ***Identity Fraud***

(b) To deal with all organisations that have been fraudulently applied to for credit, goods or services in ***Your*** name or which are seeking monies or have sought monies from ***You*** as a result of ***Identity Fraud***

(c) In order to liaise with credit referencing agencies and all other relevant organisations on ***Your*** behalf to advise that ***You*** have been the victim of ***Identity Fraud***

WHAT IS NOT INSURED (Continued)

Claims

(a) Where ***You*** have not been the victim of ***Identity Fraud***

(b) Where ***You*** did not take action to prevent ***Yourself*** from further instances of ***Identity Fraud*** following an ***Insured Event***

(c) Where the ***Identity Fraud*** has been carried out by somebody living with ***You***

(d) For ***Costs*** arising from loss of cash from a bank, building society, credit union or other similar financial institution where that institution has refused to cover the loss

***You*** must agree to be added to the CIFAS Protection Register if ***We*** recommend it.

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**15. LEGAL DEFENCE**

(a) ***Costs*** in a ***Legal Action*** to defend ***Your*** legal rights in the following circumstances arising out of ***Your*** work as an ***Employee***:-

(i) Prior to being charged when dealing with the police or Health & Safety Executive or others with the power to prosecute

(ii) In a prosecution brought against ***You*** in a court of criminal jurisdiction

Claims

(a) For alleged road traffic offences where ***You*** did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving whilst under the influence of alcohol or non - prescribed drugs, or prescription medication where ***You*** have been advised by a medical professional not to drive.

(iii) In a civil action brought against ***You*** for compensation under section 13 of the Data Protection Act 1998

(iv) In civil proceedings brought against ***You*** under legislation for unlawful discrimination

(b) ***Costs*** in a ***Legal Action*** to defend ***Your*** legal rights arising out of a formal investigation or disciplinary hearing brought against ***You*** by any trade association or professional or regulatory body



(b) For ***Costs*** where ***You*** are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy

(c) For parking offences which cannot lead to penalty points on ***Your*** licence

(d) Following an allegation of violence or dishonesty

(e) For ***Standard Advisers' Costs*** incurred in excess of any costs ***You*** are able to recover under a Defendants Costs Order

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**16. JURY SERVICE**

***We*** will pay a ***Daily Rate*** for the duration ***You*** are off work while attending jury service for each whole day of such attendance providing these costs are not recoverable from ***Your*** employer or the court.

***We*** will pay 50% of the ***Daily Rate*** for each additional half day ***You*** are off work while attending jury service providing these costs are not recoverable from ***Your*** employer or the court.

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WHAT IS INSURED (Continued)

**17. SOCIAL MEDIA DEFAMATION**

Following defamatory comments made about ***You*** through a social media website, ***Standard Advisers' Costs*** to write one letter to the provider of the Social Media website requesting that the comments are removed. Where the authors' identity of the defamatory comments is known, ***You*** are also covered for ***Standard Advisers' Costs*** to write one letter to the author requesting that the comments are removed from the social media website.

WHAT IS NOT INSURED (Continued)

Claims where ***You*** are not aged 18 years or over.

## WHAT IS NOT COVERED BY SECTION 8 OF THIS POLICY (SECTION 8 EXCLUSIONS)

**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 a class action 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.

## CONDITIONS WHICH APPLY TO THE WHOLE OF SECTION 8

**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***, 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 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.

**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

***You*** may cancel this insurance at any time by writing to ***Your*** insurance adviser providing 14 days written notice. If ***You*** exercise this right within 14 days of taking out this insurance, ***You*** will receive a refund of premium provided ***You*** have not already made a claim against the insurance.

***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.

## ADVICE TO ASSIST YOU IN REDUCING THE POSSIBILITY OF LOSS

If any of your property is lost destroyed or damaged by an insured event, you will be entitled to make a claim. However, a claim payment cannot recompense you for the inconvenience you suffer as a result of the incident, especially if it results in you having to move out of your home while repairs are carried out. Therefore, we are including some advice to assist you in reducing the possibility of loss, to our mutual benefit.

The areas of advice have been linked to the damage most likely to occur or most likely to cause you a great deal of inconvenience, i.e. Fire, Burst Pipes, Flood, Break-ins, Theft, etc. It is not a condition of the insurance that you follow this advice, but if you can demonstrate that you did, the claims process is likely to be more straightforward.

Some of the advice from different Sections should be followed in particular circumstances, so please familiarise yourself with all of the following. For example, if you were going away on holiday during the winter months it would be appropriate to follow 2.c. or d. and 4.i.

### 1. FIRE

| | |
|---|---|
| Lives are lost each year due to fires. | (a) Install smoke detectors – at least one in the hallway on each floor. |
| Overloaded electrical sockets cause fires. | (b) Check electrical sockets. If you discover too many plugs connected to one socket, spread them around.<br>(c) If you do not have enough sockets, have more installed.<br>(d) Consider having a residual contact breaker fitted. |
| Chimneys with excess deposits in them cause fires. | (e) If you have an open fire:<br>(i) Have the chimneys swept regularly.<br>(ii) Use a fire guard but do not hang clothes on it. |
| Clothes drying near to heaters cause fires. | (f) Do not place clothing near to heating appliances. |
| Children playing with matches cause fires. | (g) Don't leave matches where children can reach them. |

Overheated cooking oil causes fires.

(h) Do not leave hot fat or oil unattended on a cooker.

(i) If it catches fire, smother it with a damp cloth or blanket. DO NOT POUR WATER ON IT!

Faulty gas appliances cause fire and, more importantly, deaths.

(j) Have gas appliances checked regularly to ensure they are:

(i) Working properly.

(ii) Not leaking carbon monoxide or exhaust gasses.

(k) Never cover the appliance or its air vents.

## 2. BURST PIPES

Pipes are vulnerable to burst if frozen. A main inlet can pour out 300 gallons of water through your home in a single hour. If you are away when this happens and action is not taken promptly, the effect can be devastating.

(a) Protect your pipes and tanks with proper lagging.

(b) If you have a frozen pipe use gentle heat to defrost it, e.g. a hot water bottle and don't leave it to thaw on its own - it may burst when you are not there!

(c) If you are going away during winter, leave your heating on at the normal setting. During very cold weather it is not sufficient to have the heating come on for an hour or two each day.

(d) If you do not want to leave the heating on, then turn off the central heating, turn off the mains stopcock and drain down the water system.

(e) If a pipe bursts while you are at home, turn off the stopcock and the central heating then run all of the taps to drain the system.

Faulty stopcocks can add to the severity of a Burst Pipes loss.

(f) Know where the stopcock is so that you can turn it off in an emergency.

(g) Make sure the stopcock can be turned on and off. If it cannot, then call a plumber to rectify the fault.

## 3. FLOOD

Flood can cause devastation to a house and may take many months to dry out.

If a house is dried too quickly, problems may develop over time and mould may form.

(a) If you receive a flood warning, move as much as you can to upper floors, especially valuable items.

(b) Take advantage of any offers of physical protection devices, e.g. sandbags.

## 4. BREAK-INS

Break-ins tend to increase at time of economic difficulty. The damage done to ***your home*** could be traumatic and stolen items of sentimental value are impossible to replace.

(a) Install a burglar alarm, make sure it is visible, use it and maintain it.

(b) Make sure that your exit doors have good mortice deadlocks (at least 5 lever) and your windows have adequate security devices and that you use them when you leave the house.

(c) Check that your doors are strong enough.

(d) Fit exterior security lights of the type that come on when someone approaches.

(e) Use time switches to give the appearance of your home being occupied when you are out.

(f) Keep cash, keys, car keys and credit cards out of sight. Do not leave keys on a key rack near to the front door.

(g) Do not leave large quantities of cash or expensive jewellery in your home.

(h) Join a neighbourhood watch scheme.

(i) When you go away, cancel the milk and papers and try to arrange for a friend or neighbour to visit occasionally to

make sure everything is alright and to ensure that mail does not accumulate where it can be seen.

(j) Use marking equipment so that any stolen property can be identified.

(k) Take photographs of expensive items for use as evidence in the event of loss.

## 5. THEFT FROM GARDENS AND OUTBUILDINGS

Theft from gardens and outbuildings is prevalent.

(a) Do not keep high value items in your shed, e.g. sets of golf clubs, etc.

(b) Lay out your garden, especially the front garden, to reduce the cover for intruders who want to break into your home, shed, etc.

(c) Ensure that outbuildings, especially sheds and garages, have adequate locking devices and that locks and hasps & staples cannot be by-passed by unscrewing them.

(d) Lock away tools and ladders.

(e) Motorcycles, trailers and cycles should be locked to ground anchors (N.B. these items are not part of the contents for insurance purposes).

## 6. THEFT OF *MONEY* AND CREDIT CARDS

The loss of ***money*** and/or credit cards, especially when stolen, can be extremely inconvenient

(a) Do not carry your purse or wallet where it is obvious and vulnerable.

(b) Do not keep pin numbers near credit and debit cards.

(c) Report stolen credit, debit and bank cards immediately so that they can be stopped before the thief has time to try to use them.

## 7. THEFT OF BICYCLES

A large number of bicycles are stolen each week and it is not unknown for a person to have four or five bicycles stolen over a period of months.

(a) Whenever you leave your bicycle, even for a few minutes, make sure it is locked to an immovable object using a good quality lock.

(b) If you have quick release wheels, take the front wheel off and put the lock through both wheels.

(c) Make a note of all distinguishing details and take a good quality colour photograph for use by the police in trying to identify your bicycle from others they recover.

(d) If possible, get *your* local cycle dealer to stamp *your* postcode on the frame.

# SAGIC

Insurance that changes lives

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