

Home Insurance



SAGIC

Insurance that changes lives



Policy Document



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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.

A handwritten signature in black ink, appearing to read 'Gordon Dewar'. The signature is fluid and cursive, with a large loop at the end.

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
<p>The Salvation Army General Insurance Corporation Limited Faith House, 23-24 Lovat Lane, London, EC3R 8EB (Registered No 101704 England) Tel: 0300 030 1865 Fax: 0300 030 1866 Email: General Enquiries: customer@sagic.co.uk Claims: claims@sagic.co.uk Complaints: complaints@sagic.co.uk www.sagic.co.uk</p>
<p>Arc Legal Assistance Limited (underwritten by AmTrust Europe Limited) The Gatehouse, Lodge Park, Lodge Lane, Colchester, CO4 5NE (Registered No 4672894 England) Tel: 0344 770 9000 http://www.arclegal.co.uk/</p>

Sections Written
<p>1 – Buildings 1a – Property Owners Liability 1b – Domestic Homecare 2 – Contents (New for Old) 2a – Occupiers' & Personal Liability and Employers' Liability for <i>Domestic Servants</i> 3 – Personal Possessions In & Away from the <i>Home</i> 4 – Loss of Personal Money & Credit Cards 5 – Freezer Foods 6 – Sports Equipment 7 – Pedal Cycles</p>
<p>8 – Family Legal Protection</p>

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

Claims under all Sections of this Policy other than Section 1b – Domestic Homecare and 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.

Claims under Section 1b – Domestic Home Care

Section 1b procedures for **claims** are set out in full on page 16. For **claims** under this Section 1b call Reactive Insurance Solutions who handle all **claims** for us on **0800 987 8035**.

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.

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 59.

ACCIDENTAL DAMAGE	Sudden, unintentional and unexpected physical breakage or damage that can be seen.
APPROVED CONTRACTOR	A tradesman approved and authorised by us in advance to carry out repairs.
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, septic 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 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: <ul style="list-style-type: none">(a) Any fixtures or fittings belonging to the landlord.(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.(c) Domestic animals and fish.(d) Motor vehicles and the contents thereof.(e) Caravans, horse boxes, trailers, and trailer-tents and the contents thereof.(f) Boats and other watercraft, surfboards, hovercrafts, aircraft and the contents thereof.(g) Deeds, bills of exchange, promissory notes, cheques, securities for money, share certificates, documents of any kind.(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	<ul style="list-style-type: none"> (a) Legal costs and expenses recoverable from you by any claimant. (b) Defence costs and expenses incurred with our written consent.
DOMESTIC EMPLOYEE EMERGENCY	<p>A person employed by a member of the household to solely carry out domestic duties for the household.</p> <p>A sudden and unexpected event at your home which if not dealt with immediately will:</p> <ul style="list-style-type: none"> (a) Expose you or a third party to a risk to their health (b) Make Your Home unsafe or unsecure or (c) Will cause damage or further damage to your home and its contents or (d) Will leave your home without mains services.
EMERGENCY REPAIR	A temporary repair carried out by an approved contractor which is necessary to resolve the immediate emergency but which will need to be replaced by a permanent repair .
EXCESS/EXCESSES FEES	<p>The amount of the claim for which you are responsible.</p> <p>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.</p>
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.
MAINS SERVICE	Mains drainage to the boundaries of your home , water, electricity and gas within the home .
MOTOR VEHICLE	<p>Any electrically or mechanically propelled vehicle for adults or children.</p> <p>Motor vehicle does not include any:</p> <ul style="list-style-type: none"> (a) vehicle used only as domestic gardening equipment within the home's boundaries. (b) vehicle designed to help disabled people provided the vehicle is not required to be registered for road use.

- (c) battery operated golf cart or trolley.
- (d) 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.
PERMANENT REPAIR	A repair or other work necessary to put right the damage caused to your home by the emergency .
PERSONAL POSSESSIONS (Electrical Items)	Electrical items include the following: Portable games consoles, laptops, notepad computers, e-readers, satellite navigation, MP3 players, mobile phones, hearing aids etc.
PERSONAL POSSESSIONS (Non-Electrical Items)	Personal possessions include the following items which may be taken out of the home: 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. 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, watches, furs, articles containing gold, silver or other precious metals, works of arts, sets of stamps, coins and medals.
WE/US/OUR	For Sections 1, 2, 3, 4, 5, 6 & 7 The Salvation Army General Insurance Corporation Limited. For Section 8 see the definition in Section 8.
YOU/YOUR	The person or persons named in <i>your</i> 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 57.

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: **0300 123 9 123** 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 INSURED BY SECTION 1b

You must:

1. Notify **us** immediately by telephone on **0800 987 8035**
2. Follow our advice on how to protect yourself and **your home**
3. Notify the Police immediately of any loss or damage arising from theft, attempted theft, vandalism or malicious act.
4. Immediately report to the Public Supply Authority and Major Emergencies which may result in serious damage or danger to **you** or anyone else.

**SUSPECTED GAS LEAKS MUST ALWAYS BE REPORTED TO
NATIONAL GAS EMERGENCY SERVICE ON 0800 111 999**

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 1b – DOMESTIC HOME CARE & 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. SETS

The cost of replacing any undamaged item or part of an item forming part of a set (other than a pair).

13. SONIC BANGS

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

14. 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**.

15. 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.

16. 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.

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 at **our** option to cancel **your** Policy from the date of the change. Details that must be advised to **us** include:-

- (a) if **you** change address
- (b) if **you** carry out any structural alterations to **your home**
- (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 16.

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.

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**.

SECTION 1 – BUILDINGS

WHAT IS COVERED

We will pay for loss of or damage to **buildings** caused by an Insured Event 1. to 10. and Extensions 11-17 below:

-
1. Fire, Smoke, Explosion, Lightning and Earthquake.

 2. Storm or Flood.

 3. Riot, Civil Commotion, Strike, Labour or Political Disturbance, Malicious Persons or Vandals.

 4. Subsidence or heave of the site beneath the **buildings** or Landslip causing the **buildings** or part of it to collapse.

WHAT IS NOT COVERED

We do not pay for loss of or damage to **buildings** caused by the following:

- (i) The **excess** detailed in **your** Schedule.
 - (ii) The exclusions listed in this column.
-
- (i) Smoke damage by any gradually operating cause.

 - (i) Damage to gates, fences or tennis courts.
 - (ii) Damage caused by frost, subsidence, landslip or heave.

 - (i) Damage occurring if **your home** is left **unoccupied** for more than 31 days.
 - (ii) Malicious damage by any person lawfully in **your home**.

 - (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.
 - (ii) Damage caused by the bedding down of new structures or settlement of newly made up ground.
 - (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.
 - (iv) Damage caused by coastal erosion.

WHAT IS COVERED (Continued)

5. Escape of water or oil from any fixed water or heating installation or domestic appliance.

6. Freezing of domestic water and heating installations resulting in damage thereto.

7. Theft or attempted theft.

8. Impact involving an aircraft, aerial device or anything falling from them, or by a train, vehicle or animal.

9. Breakage or collapse of satellite dishes, receiving aerials and their fittings or masts.

WHAT IS NOT COVERED (Continued)

(v) Damage resulting from demolition or structural repairs or alterations to the **buildings**.

(vi) Faulty workmanship or design or defective materials in the **building**.

(i) The repair of the part of the installation from which water or oil escapes.

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

(i) Damage due to age, rust, corrosion, wear and tear.

(ii) Damage due to poor insulation or lagging.

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

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

(ii) Theft by a member of **your household** or a lodger, tenant or paying guest.

(i) Damage caused by insects or by domestic pets owned by **you** or anyone residing in **your home**.

(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 24 - 26 or **accidental damage** on page 28.

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)

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 24 - 26.
-

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.
-

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.

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**.

WHAT IS NOT COVERED (Continued)

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

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

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 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) Any process of cleaning, dyeing, altering, repairing, renovation, restoring or dismantling of the apparatus.
 - (vi) Demolition, structural alterations, or structural repair to the **building**.
 - (vii) Mechanical or electrical fault, breakdown or failure.
 - (viii) Faulty workmanship, defective design or the use of defective materials.
-

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 1b – DOMESTIC HOME CARE

WHAT IS COVERED

An event which we consider to be an **emergency** to **your home** by the following Causes:

-
1. Bursting or sudden leakage of water pipes within **your home** or failure of **your** domestic hot water heating

-
2. Failure of or damage to underground drains or sewers

-
3. Failure of **your mains services** for which **you** are legally responsible

WHAT IS NOT COVERED

An **emergency** which happens before the **period of insurance** starts or within 28 days of the date of first purchase of this policy

-
- (i) Dripping taps
 - (ii) Burst or leaking flexible hoses or leaking washing appliances which are fitted with a stop tap.
 - (iii) Slow seepage from joints or gaskets which does not involve a sudden escape of water.
 - (iv) Leaking overflows
 - (v) The results of hard water scaling deposits
 - (vi) Breakage of any basin, bath, bidet or shower base
 - (vii) Any bursting or sudden leakage from lead pipes
 - (viii) Any section of shared plumbing for which you do not have sole responsibility

-
- (i) Blockage of soil or waste pipes from sinks, basins, bidets, baths or showers
 - (ii) The results of hard water scaling deposits
 - (iii) Any section of the shared drainage pipes or drains within the cartilage of the property for which you do not have sole responsibility

-
- (i) Malfunctioning or blockage of cesspits or septic tanks and their associated pipe work

WHAT IS COVERED (Continued)

-
4. Complete failure of **your** mains gas boiler and central heating system

WHAT IS NOT COVERED (Continued)

- (ii) Loss or damage arising from the utility company interrupting or deliberately disconnecting the **mains services** or any equipment they are responsible for
 - (iii) Leakage of gas from a gas appliance itself.
 - (iv) Partial failure of the internal electricity supply or where only an intermittent fault exists.
 - (v) The cost of replacing the main user control board or any electrical fittings.
-
- (i) Replacement of any boiler or warm air unit if repair or reinstatement is not possible due to the non-availability of parts.
 - (ii) Any costs for work recommended as being undertaken following a service of **your** boiler or warm air unit
 - (iii) Any intermittent or reoccurring fault.
 - (iv) Any water pressure adjustments or failure caused through hard water scale or sludge.
 - (v) Gas leaks from any pipes or appliances
 - (vi) Any re-lighting of the pilot light caused by failure to follow the manufacturers re-lighting instructions.
 - (vii) Any boiler or system noise
 - (viii) Any radiator valves
 - (ix) Any airlocks in the central heating piping
 - (x) Any costs relating to the repair or replacement of the central heating pump or wall or room thermostat
 - (xi) The results of hard water scaling deposits

WHAT IS COVERED (Continued)

5. Damage to, or mechanical failure of, the only accessible toilet or cistern in **your home** which results in complete loss of function.

6. Removal of wasp nests, field or house mice or brown rats within **your home**

7. Break-in or vandalism compromising the security of **your home**

WHAT IS NOT COVERED (Continued)

(xii) Which is over 15 years old and has an output more than 60kw per hour capacity

(xiii) Boilers not installed, serviced or repaired in accordance with the manufacturer's guide line.

(xiv) Any costs relating to a chemical flush of **your** mains gas boiler or heating system.

(xv) Any claim to adjust timing or temperature controls

(xvi) Cost of repairing a boiler that is beyond economical repair

(xvii) Replacing heaters, water tanks, hot water cylinders or radiators.

(i) Any claim where there is another working toilet within **your home**

(ii) Breakdown of, loss of or damage to Saniflo toilets

(iii) Cost of replacement ceramics or parts

(i) Any infestations or pests in gardens, or outbuildings

(ii) Any damage caused by the pests or infestations or by their removal

(iii) Any infestation caused by or arising from or contributed to by **your** failure to take reasonable hygiene measures to prevent pest contamination.

(i) Breakage of internal glass or doors

(ii) Any loss not reported to the Police

(iii) Damage to windows over two storeys high which require external access.

WHAT IS COVERED (Continued)

8. Alternative Accommodation

Where **your home** is rendered not fit to live in as a result of an **emergency** covered by this policy, if **you** ask **us we** will arrange and pay up to a total of £250 including VAT for reasonable overnight accommodation only costs, incurred by **you**

WHAT IS NOT COVERED (Continued)

- (iv) The making good of any damage to the frames or framework of the windows.
 - (v) The cost of replacing fixtures and fittings of any broken or cracked windows.
 - (vi) Replacing keys that have been lost, stolen or damaged.
 - (vii) Any accidental or deliberate damage caused by **you**.
-

- (i) Any accommodation for persons that do not normally reside in **your** house
 - (ii) Laundry services, room service, restaurant
 - (iii) We will not reimburse **you** for any charges payable in addition to the standard room charge.
 - (iv) Any accommodation not authorized by **us** before you start **your** stay.
-

BASIS OF SETTLEMENT OF CLAIMS UNDER SECTION 1b – DOMESTIC HOME CARE

We will arrange for an **approved contractor** to assess the situation and carry out **emergency repairs** to **your home** to stabilise the situation and remove the **emergency** or restore the normal operation of the boiler or warm air unit.

Where the cost of a **permanent repair** is similar to the cost of an **emergency repair** **we** may, at **our** sole discretion, authorise **our approved contractor** to undertake a **permanent repair** to **your home**

In addition to any alternative accommodation **we** will pay up to a maximum of £500 for any claim including VAT, call-out charges, labour, parts and materials.

Whilst **we** will make every effort to make sure that **we** supply **you** with the full range of services in all **emergencies** covered by this policy, remote geographical locations or unforeseeable adverse local conditions may prevent **Us** from providing the normal standard of service.

We cannot be responsible for any inconvenience, loss or damage caused by a delay in the manufacturers, or their suppliers or agents, supplying spare parts.

The maximum amount that **we** will pay during any **period of insurance** is £1,500 including VAT.

POLICY CONDITIONS APPLYING TO SECTION 1b – DOMESTIC HOME CARE ONLY

1. All boilers and other equipment should be serviced annually or in accordance with manufacturer's guidelines and **you** should keep all service documentation in case it is needed when **you** make a claim
2. When **you** become aware of a possible claim under this policy, **you** must notify **us** immediately. If for any reason **we** allow **you** to use **your** own appointed contractor, **you** should obtain an estimate for the work and contact **us** for authorisation to continue with the repair. **You** must then at **your** own expense supply **us** with a written statement and other supporting documentation that **we** may require to substantiate **your** claim as soon as is reasonably possible.
3. If there is any dispute about the Policy interpretation, or if **we** have accepted a claim but there is a disagreement over the amount **we** will pay, **we** offer **you** the option of resolving this by using the Arbitration procedure **we** have arranged. Please see the details shown under the Customer Satisfaction section below. Using this Service will not affect **your** legal rights.

4. **You** must promptly pay **us** or the **approved contractor** for all work authorised by **you** which is not covered under this insurance policy
5. If any loss, damage or expense covered under this policy is also covered by any other insurance or maintenance contract, **you** must provide **us** with full details of the other contract. **We** will not pay more than **our** fair share (rateable proportion) of any claim.

POLICY EXCLUSIONS APPLYING TO SECTION 1b – DOMESTIC HOME CARE ONLY

You are not covered for:

1. Any loss or damage arising from faults, damage or infestation that **you** were aware of at the time **you** entered into this contract
2. Any costs incurred when **you** have not notified **us** and received **our** prior agreement
3. Any loss or damage relating to repairs more specifically covered as part of any other insurance policy, guarantee or maintenance agreement
4. Damage incurred in gaining necessary access or the cost of effecting **permanent repairs** once the **emergency** has been resolved, including any redecoration or making good the fabric of the **home**
5. Any defect, damage or failure caused by malicious or wilful act, negligence, misuse, third party interference or faulty workmanship, including any attempted repair or modification which does not meet recognised industry standards
6. Any claim when the Home has been left **unoccupied** for 30 consecutive days or more
7. Any claims relating to CCTV, fire, security or surveillance systems or to swimming pools, ponds or fountains
8. Any loss or damage arising as a consequence of:
 - (a) war, invasion, act of foreign enemies, terrorism, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power; riot or civil commotion
 - (b) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component thereof or contamination or poisoning due to the effects of chemical or biological and/or radioactive substances.
 - (c) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
9. Any loss, injury, damage or legal liability arising directly or indirectly from:
 - (a) the failure of any computer or other electrical component to recognise correctly any date and its true calendar date
 - (b) computer viruses

10. Any direct or indirect loss arising from the provision of, or delay in, providing the services to which this insurance relates, unless negligence on **our** part can be demonstrated. An example of this would be loss of wages as a result of an **emergency**.
11. Costs associated with any other property, **home contents** or communal/shared areas of **your home**.
12. Any loss, injury or damage arising as a result of equipment not having been installed, serviced or maintained in accordance with statutory regulations or manufacturer's instructions.
13. Subsequent **claims** arising from the same cause or event, when **you** have not taken or paid for the action recommended by **our approved contractor** to ensure that the original fault has received a **permanent repair**.
14. Any **claim** where no fault is found.
15. Failure of any services where the problem is situated outside the boundary of the plot of land on which **your home** is situated or beyond the part of the sole or shared supply system or piping for which **you** are legally responsible.
16. Any hotel or guest house accommodation for persons that do not normally reside in **your home**.
17. Laundry services, room service, restaurant or bar bills.

SECTION 2 – CONTENTS ‘NEW FOR OLD’

WHAT IS 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:

1. Fire, Smoke, Explosion, Lightning and Earthquake.
2. Storm or Flood.
3. Riot, Civil Commotion, Strike, Labour or Political Disturbance, Malicious Persons or Vandals.
4. Subsidence or heave of the site beneath the **building** or Landslip causing the **building** or part of it to collapse.
5. Escape of water or oil from any fixed water or heating installation or domestic appliance.
6. Accidental loss of domestic heating oil or metered water.
The maximum amount payable is limited to £2,000.
7. Theft or attempted theft.

WHAT IS NOT COVERED

We do not pay for loss of or damage to **contents** caused by the following:

- (i) The **excess** detailed in **your** Schedule.
 - (ii) The exclusions listed in this column.
-
- (i) Smoke damage by any gradually operating cause.
-
- (i) Damage occurring if **your home** is left **unoccupied** for more than 31 days.
 - (ii) Malicious damage by anyone who is lawfully in **your home**.
-
- (i) Damage caused by coastal erosion.
-
- (i) The repair of the part of the installation from which water or oil escapes.
 - (ii) Damage occurring if **your home** is left **unoccupied** for more than 31 days.
-
- (i) Damage occurring if **your home** is left **unoccupied** for more than 31 days.
-
- (i) Loss by deception, except where deception is used solely to gain entry into **your home**.

WHAT IS COVERED (Continued)

8. Impact involving an aircraft, aerial device or anything falling from them, or by a train, vehicle or animal.

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.

WHAT IS NOT COVERED (Continued)

(ii) Loss or damage caused by **you** or a member of **your household**.

(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**.

(iv) Loss of **money** unless involving entry to or exit from **your home** by forcible and violent means or entry by deception.

(v) Loss of **money** or **valuables** from garages or outbuildings.

(vi) Loss or damage occurring if **your home** is left **unoccupied** for more than 31 days.

(i) Damage caused by insects or by domestic pets owned by **you** or anyone residing in **your home**.

(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

11. Glass in furniture, Mirrors, and Glass or Ceramic Hobs.

Accidental breakage of glass tops to furniture and fixed glass in furniture, mirrors or glass or ceramic hobs to freestanding cookers.

12. Theft of 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.

13. Contents (including trees, shrubs, plants and flowers) in the Garden

Loss or damage to **contents** in the garden of **your home** as a result of an Insured Event 1. and 3-10 on pages 40 and 41.

This extension is subject to a maximum limit of £1,000 of the sum insured on **contents** as shown in **your** Schedule.

WHAT IS NOT COVERED

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

(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.

(ii) **Money** or **valuables**.

(iii) Pedal cycles.

(iv) Loss or damage caused by storm or flood.

(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 40 and 41 or **accidental damage** on page 46.

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

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

Loss of or damage by any Insured Event 1 to 10 on page 40 and 41 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.

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 £5,000.

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 40 and 41.

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 **personal possessions**.

(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)

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.

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 53.

22. Business Contents

Loss of or damage to **business equipment** whilst in the **home** caused by an Insured Event 1. to 10. on page 40 and 41 or **accidental damage** (if shown as insured on **your** schedule) on page 46.

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

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 40 and 41 or **accidental damage** (if shown as insured on **your** schedule) on page 46.

Please ensure that **you** are adequately insured by including any **contents** covered under this section in **your** total sum insured under Section 2 – Contents.

WHAT IS NOT COVERED (Continued)

- (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.

- (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.

- (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**.
- (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 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) Any process of cleaning, dyeing, altering, repairing, renovation, restoring or dismantling of the apparatus.
- (vi) Demolition, structural alterations, or structural repair to the ***building***.
- (vii) Mechanical or electrical fault, breakdown or failure.
- (viii) 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 or hovercraft (other than models).
- (b) watercraft (other than models) unless propelled solely by hand or foot.
- (c) **motor vehicle**.
- (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 domesticated in the United Kingdom.

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)

- (g) firearms (except shotguns or air guns used for sporting activities).
- 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 46.

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.

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.

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 and wear and tear will be taken into account in any claims settlement.

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'.

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	<i>Our</i> specialist panel solicitors or accountants or their agents appointed by <i>Us</i> to act for <i>You</i> , or, and subject to <i>Our</i> agreement, where it is necessary to start court proceedings or a <i>Conflict of Interest</i> arises, another legal representative nominated by <i>You</i> .
ADVISERS' COSTS	Legal or accountancy fees and disbursements incurred by the <i>Adviser</i> .
ADVERSE COSTS	Third party legal costs awarded against <i>You</i> 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 <i>You</i> and the <i>Adviser</i> or between <i>Us</i> and the <i>Adviser</i> which sets out the terms under which the <i>Adviser</i> will charge <i>You</i> or <i>Us</i> for their own fees.
COSTS	<i>Standard Advisers' Costs</i> and <i>Adverse Costs</i> .
CONFLICT OF INTEREST	Situations where <i>We</i> administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.
CONTRACT OF EMPLOYMENT	A contract of service, whether express or implied, and (if it is express) whether oral or in writing.
DAILY RATE	An amount equal to 1/250th of either of the following: <ul style="list-style-type: none">● If <i>You</i> are employed, the average of the amounts shown on <i>Your</i> payslips from <i>Your</i> employer during the last 12 months (excluding bonus payments and overtime); or● If <i>You</i> are self-employed, the monthly average of the income <i>You</i> 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 <i>Contract of Employment</i> .
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. <i>Employment</i> In employment disputes the Insured Event will be the receipt of an ET1 Employment Tribunal Claim Form. <i>Identity Fraud</i> 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. <i>Tax</i> 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. <i>Jury Service</i> 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 / YOURSELF

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

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.

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.

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) 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

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**

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 it case further.

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) 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

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)

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

- (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

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

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

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.

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)

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.

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.
-

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.

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**

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) 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.

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.

WHAT IS INSURED (Continued)

- (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

WHAT IS NOT INSURED (Continued)

- (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

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.

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.
(c) If you do not have enough sockets, have more installed.
(d) Consider having a residual contact breaker fitted. |
| Chimneys with excess deposits in them cause fires. | (e) If you have an open fire:
(i) Have the chimneys swept regularly.
(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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Authorised by the Prudential Regulation Authority and regulated by the
Financial Conduct Authority and Prudential Regulation Authority
Member of the Association of British Insurers and the Financial Ombudsman Service