

# M&S

# M&S HOME INSURANCE

PROVIDED BY UINSURE

Policy Wording Booklet.

What is and isn't included in your policy.



**Important:** Please read and keep safe.

# Introduction to your policy

Thanks for choosing M&S Home Insurance provided by Uinsure.

This document includes everything you need to know about your policy, plus the numbers to call if you ever need support.

Your policy is based on the details you gave us when you applied. Please carefully check this document and your Statement of Insurance to make sure all the information is correct and up to date. If it's not, you should contact us as soon as you can - otherwise, your policy might not be valid.

To update your details or ask us any questions about your policy, just give us a call on **0161 524 6748**.

## Contact numbers

Customer Service	<b>0161 524 6748</b>
Home Insurance Claims	<b>See policy schedule</b>
Home Emergency Claims	<b>0161 524 1770</b>
Family Legal Protection Claims	<b>0161 524 9517</b>

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## **What this policy covers**

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# Definitions

Throughout this policy there are certain words printed in bold. These words have special meanings which are shown below and on pages 3 and 4.

Please note that these words do not apply to Section 3 (**Family** Legal Expenses Insurance) and Section 4 (**Home** Emergency Cover) which have their own definitions.

## ACCIDENTAL DAMAGE

Unexpected and unintended damage caused by something sudden and external.

## BEDROOM

A room used as or originally built to be a **bedroom**, even if it is now used for something else.

## BUILDINGS

The **home** and fixtures and fittings, **garages**, garden walls, gates and fences, paths, drives and patios, carports, permanent swimming pools built of brick, stone or concrete, permanently fixed hot tubs or Jacuzzis, hard tennis courts and any **outbuildings** contained in the deeds outside the main boundary of the **home**, but not **garden items**.

## BUSINESS EQUIPMENT

Computer equipment, printers, photocopiers, computer-aided design equipment, telecommunication equipment (but not mobile phones) and office furniture that **you** or **your family** own, but not including any property held as stock.

## COMPUTER VIRUSES

A corrupting instruction from an unauthorised source that introduces itself through a computer system, network or software.

## CONTENTS

Household goods, **high-risk property**, **business equipment**, pedal cycles, **money**, **credit cards** and **personal belongings you** or **your family** own or are legally responsible for, but not:

- a) items held or used for business purposes (either totally or partly) other than **business equipment**;
- b) motor vehicles, aircraft (including drones or other mechanically propelled aerial toys, models or devices), caravans, trailers, boats, or any of their parts and accessories;
- c) animals, birds, fish or any living thing
- d) interior decorations and;
- e) securities and documents such as passports, driving licences, share or bond certificates

## CREDIT CARDS

Charge, credit, debit and cash cards issued in the UK and belonging to **you** and **your family**, but not cards held for business purposes.

## DAVIES GROUP LIMITED

**Davies Group Limited**, Registered Company Number 06479822.

Registered in England and Wales. Registered Office - 7th Floor, 1 Minster Court, Mincing Lane, London, England, EC3R 7AA.

**Davies Group Limited** may undertake claims handling functions on behalf of **Uinsure** and the insurer named on **your Schedule**.

## DOMESTIC EMPLOYEES

A person employed to carry out domestic duties associated with **your home** and not employed by **you** in connection with any business, trade, profession or employment.

# Definitions

## ENDORSEMENT

An agreed change to the terms of the policy as shown in **your** policy **schedule**.

## EUROPE

The European Union, Great Britain and Northern Ireland, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

## EXCESS

The amount **you** must pay towards each claim.

## FAMILY

The person **you** are married to or live with as if **you** were married, **your** children, foster children and any other person who permanently lives with **you**, but not lodgers, tenants or any other paying guests.

## FLOOD

An invasion of the property by a large volume of water caused by a rapid build-up or sudden release of water from outside the **buildings**.

## GARAGE

A structure originally built for storing a motor vehicle or **motor vehicles**.

## GARDEN ITEMS

Flowerbeds, hedges, lawns, potted plants, shrubs or trees outside the **buildings** but within the boundaries of **your home**.

## HEAVE

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

## HIGH-RISK PROPERTY

Jewellery, precious stones, articles made from gold, silver and other precious metals, clocks, watches, furs, photographic equipment, binoculars, telescopes, musical instruments, collectors' items, collections of fine wine or spirits, pictures and other works of art, rare and unusual figurines and ornaments, guns, collections of stamps, coins or medals.

## HOME

The property shown at the address in the **schedule**, landlord's fixtures and fittings that **you** are responsible for, and the property's **garages** and **outbuildings** contained in the deeds outside the main boundary of the **home**, all at the same address and all used by **you** for domestic purposes only.

## INCIDENT

Any event that might lead to a claim.

## LANDSLIP

Downward movement of sloping ground.

## MAXIMUM CLAIM LIMIT

The most **we** will pay for any one claim under any section (or its extension) as shown in the **schedule**.

- The **maximum claim limit** for section 1 - **Buildings** is shown in **your schedule**.
- The **maximum claim limit** for section 2 - **Contents** is shown in **your schedule**.
- The most **we** will pay for any one claim for **high-risk property** is shown in **your schedule**.
- The limit shown in the **schedule** for **high-risk property** applies within (not in addition to) the **maximum claim limit** for section 2 - **Contents** shown in the **schedule**.
- The **maximum claim limit** for section 3 - **Family** Legal Expenses Insurance is shown in **your schedule**.
- The **maximum claim limit** for section 4 - **Home** Emergency Cover is shown in **your schedule**.

If the limits shown in **your schedule** are not enough, please contact **your** insurance adviser.

# Definitions

## MONEY

Cash, cheques, gift cards, postal and **money** orders, National Savings Stamps and Certificates, unused current postage stamps, gas, electricity, television licence or other service payment stamps, traveller's cheques, travel tickets, season tickets and luncheon vouchers, but not items used for business purposes.

## MOTOR VEHICLES

Electrically or mechanically propelled or assisted vehicles of all types (whether designed for road use or not). This does not include:

- domestic garden machinery that does not have to be licensed;
- wheelchairs;
- registered disabled persons' buggies that cannot go over 8 miles an hour and which are not licensed for road use;
- electrically or mechanically propelled toys and models that cannot go over 8 miles an hour;
- Electrically Assisted Pedal Cycles (EAPCs) fitted with an electric motor or battery that offers assistance up to 15.5 miles per hour and does not replace the need to pedal; and
- golf trolleys which are controlled by someone on foot.

## OUTBUILDINGS

Unless **we** agree otherwise in writing, these are sheds, greenhouses and other domestic structures but do not include:

- **garages;**
- carports;
- agricultural **buildings;**
- structures that are permanently open on one or more sides;
- structures that are lived in;
- any structure used to keep livestock of any kind;
- any structure which is not on a permanent foundation or base;
- tree houses;
- inflatable structures of any kind;
- any structure which is made of canvas, PVC or any other nonrigid material (except greenhouses); or any structure not within the boundary of the **home**, unless **we** agree otherwise in writing.

## PERIOD OF INSURANCE

The period of time covered by this policy, as shown in **your schedule** or until cancelled. Each renewal represents the start of a new **period of insurance**.

## PERSONAL BELONGINGS

Items worn, used or carried by **you** or **your family** in daily life, but not **money**, **credit cards** or items held or used for business purposes.

## POLICY ADMINISTRATION FEE

The amount charged and retained by **Uinsure** for the services provided to **you** in setting up and administering the policy. The **policy administration fee** is identified separately on **your schedule**.

## SCHEDULE

The document that shows:

- **your** name and address;

# Definitions

- the **period of insurance**;
- the sections of this policy booklet that apply;
- the **excess**;
- the premium **you** must pay;
- the property that is insured;
- the **maximum claim limit**, and
- details of any extensions or endorsements.

**We** issue a **schedule** with each new contract of insurance when **you** renew the policy and when **we** change the policy cover.

## SECURED

Outbuilding doors are fitted with a padlock or other key operated security device; outbuilding windows are closed or sealed.

**Garage** doors are fitted with a padlock or other key-operated security device; **garage** windows are closed or sealed.

## SETTLEMENT

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

## SPECIFIED ITEMS

**Specified items** are items that have been individually identified to **us** and are shown in **your schedule**.

## STATEMENT OF INSURANCE

The **statement of insurance** that contains the information **you** gave **us**. This includes information given on **your** behalf.

## STORM

**We** consider **storm** to be a period of violent weather defined as:

- Wind speeds with gusts of at least 48 knots (55mph); or
- Torrential rainfall at a rate of at least 25mm per hour; or
- Snow to a depth of at least one foot (30 cms) in 24 hours; or
- Hail of such intensity that it causes damage to hard surfaces or breaks glass.

## SUBSIDENCE

Downward movement of the ground beneath the **buildings** other than by **settlement**.

## UINSURE

The policy administrator.

**Uinsure** Limited. Registered in England and Wales No. 06046870

Registered office: XYZ Building, Hardman Boulevard, Manchester, England, M3 3AQ

Trading office: **Uinsure** Limited, PO Box 5524, Manchester, M61 0QR.

**Uinsure** Limited is authorised and regulated by the Financial Conduct Authority No. 463689.

## UNFURNISHED

A **home** with not enough furniture for someone to live in it.

# Definitions

## UNOCCUPIED

A **home** not lived in or not intended to be lived in for more than 60 days in a row. Regular visits to the **home** or occasional overnight stays do not represent a break in this period.

## URIS GROUP

**URIS Group** Limited. Registered in England and Wales No.2461657. Registered office: Quay Point, Lakeside Boulevard, Doncaster, South Yorkshire, DN4 5PL.

**URIS Group** Limited is authorised and regulated by the Financial Conduct Authority. No 307332 and undertakes certain policy administration functions on behalf of **Uinsure** and the insurer named on **your Schedule**.

## VERMIN

Badgers, foxes, squirrels, rodents and other wild animals and birds (whether a protected species or not), which by their nature cause harm, damage or carry disease.

## WE, OUR, US

The insurer named on **your schedule, Davies Group Limited, URIS Group** and **Uinsure**.

## YOU

The person or people shown in the **schedule** as 'Applicants'.

## YOUR

Belonging to **you** or for which **you** are legally responsible.

# How to make a claim

## 1. BEFORE YOU CALL US

If something's been stolen, or **your** property has been damaged by a riot or vandalism, **you** must start by calling the Police. Please make sure **you** get a crime reference number.

It's really important that **you** don't throw away any damaged items until **we** say so.

Unless in the case of emergency, please do not carry out any repairs or replace any items without **us** agreeing to this first.

Finally, don't negotiate or settle any claims made against **you**, unless **we** have written to **you** to say **you** can.

## 2. CALL OUR 24 HOUR CLAIMS HELPLINE

**You** must contact **us** as soon as is reasonably possible by calling **us** on the number which is noted in **your schedule**.

**Our** helplines are open 365 days a year, 24 hours a day, so someone will always be here to get **your** claim started whenever **you** call **us**.

### IF YOU NEED TO MAKE A LEGAL EXPENSES CLAIM

If **you** are making a claim on **your** Legal Expenses Insurance, please call 0161 524 9517 between the hours of 9.00am and 5.00pm, Monday to Friday.

### IF YOU NEED TO MAKE A HOME EMERGENCY CLAIM

If **you** or **your family** are claiming for **Home** Emergency cover, please phone 0161 524 1770.

This helpline is open 24 hours a day, 365 days a year. All calls are recorded for training purposes.

## 3. HOW WE WILL HANDLE YOUR CLAIM

If **your** claim is an emergency, and something needs urgently repairing, **we** will arrange for one of **our** approved partners to contact **you** within two hours.

For non-emergencies, **we** will still make sure a repairer calls within 24 hours.

For any claim that is made **you** will need to be able to prove or substantiate that an actual insured **incident** covered by this policy has occurred. This could be a police report, photographic or actual evidence of the loss or damage **you** have suffered.

**You** will need to provide details of everything that's been lost, stolen or damaged, and **we** may ask for receipts or proof of purchase in some cases. If **we** approve **your** claim, **we** will ask **you** to pay the **excess**. **We** will then repair or replace **your** damaged, lost or stolen items, or rebuild **your** property, depending on the type of claim. Alternatively, **we** may make **you** a cash offer.

**We** will decide which way of paying **your** claim is most appropriate.

If **we** suggest a repair, rebuild or replacement, **we** may offer to use one of **our** own partners. All **our** repairs are guaranteed for one year. However, if **you** wish to use someone else, **you** are free to do so, but if this is more expensive than the rate **we** can get from one of **our** partners, **we** won't pay for the extra cost.

If **we** decide not to repair, rebuild or replace the **buildings** or **contents** that **you** are claiming for, **we** will offer to make **you** a cash payment. **We** work out the offer by calculating the loss in value of **your buildings** or **contents**, as well as the estimated cost of repairing or replacing them. **We** will then offer **you** the lower of these two amounts.

**You** will need to let **us** negotiate, defend or settle any disputes or claims on **your** behalf. **You** will also need to let **us** take legal action in **your** name to get back any payment **we** have made under this policy.

# How to make a claim

## 4. HOW WE WILL SETTLE YOUR CLAIM

**You** must make sure that the **maximum claim limit** is accurate.

- Under section 1 - **Buildings**, the **maximum claim limit** must be enough to fully rebuild **your buildings**, including the cost of demolishing any existing structures (if needed) and removing debris.
- Under section 2 - **Contents**, the **maximum claim limit** must be enough to replace all the **contents of your home** with new items of the same or nearest equivalent quality and type.
- For **specified items of personal belongings, high-risk property** or any other specified item, the amount shown on the **schedule** must be enough to replace the item as new.

When an **incident** happens:

- if the **maximum claim limit** under any section is less than the current cost of replacing as new, repairing or rebuilding the **buildings** as new **we** will apply the following:
- If, at the time of any loss or damage, the **maximum claim limit** is not enough to:
  - i) reconstruct **your** buildings
  - ii) replace the entire **contents of your home** as new or
  - iii) replace **personal belongings, high-risk property**, pedal cycles or any other specified item as new

**We** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the **maximum claim limit**.

For example, if the premium **you** have paid for **your buildings** insurance is equal to 75% of what **your** premium would have been if **your buildings maximum claim limit** was enough to reconstruct **your buildings**, then **we** will pay up to 75% of any claim made by **you**. If however the correct **maximum claim limit** is shown to exceed **our** acceptance terms and criteria **we** will refuse to pay **your** claim. **Your** policy may also be cancelled as it will be invalid.

### **Matching pairs sets and collections**

We treat each separate item of a matching pair or set, a collection, a set of furniture, sanitary suite or fittings, soft furnishings or other fixtures and fittings, as a single item. We will only pay in full for lost or damaged items.

### **Matching carpets**

If you have a matching carpet or other floor covering in more than one room or area, we treat each room or area as separate. We will only pay for the damage to the carpet or floor covering in the room or area where the damage happened.

### **Buildings**

**You** must keep **your buildings** in good repair.

### **Protecting sums insured**

The **maximum claim limit** under the **buildings** and **contents** sections will not be reduced if **you** make a claim.

# What your policy does not cover

## YOUR POLICY DOES NOT COVER THE FOLLOWING

- Any loss or damage (including related cost or expense) caused by any act of terrorism no matter whether any other cause or event contributes at the same time or in any other order to the loss.

For the purpose of this exclusion, an act of terrorism means using or threatening to use:

- force or violence (or both); or
- biological, chemical or nuclear force.

The act must be carried out by any person or group of people, whether acting alone or on behalf of or in connection with any organisation or government, for political, religious or similar purposes, including the intention to influence any government or to put the public or any section of the public in fear. However, losses caused by or resulting from riot, strike, civil commotion and malicious damage are not excluded.

- Any action taken to control or prevent terrorism.
- Loss, damage, injury or legal liability caused by or in connection with or contributed to by:
  - i) riot or civil disturbance outside the United Kingdom;
  - ii) riot, civil disturbance, strikes, industrial action or malicious acts committed in Northern Ireland by people acting on behalf of or in connection with any political organisation;
  - iii) property being confiscated or detained by customs or other officials;
  - iv) pressure waves caused by aircraft and other flying objects travelling at any speed;
  - v) ionising, radiation or radioactive contamination from any nuclear fuel or nuclear waste arising from burning nuclear fuel;
  - vi) the radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment; or
  - vii) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority.

Pollution or contamination by any substances, forces or emissions (such as radiation) or organisms, or any combination of them, if the

pollution or contamination:

- did not happen suddenly;
- was the result of an intentional act;
- was expected or should have been expected;
- happened before the policy started; or
- is not reported to **us** as soon as possible and within 30 days of the end of the **period of insurance** in which it happened;
- Indirect losses (that is any loss, damage or additional expense, which happens as a result of, or is a side effect of, the event for which **you** are insured). This includes but is not limited to the following:
  - i) loss of earnings,
  - ii) travel costs,
  - iii) loss assessor fees,
  - iv) the cost of preparing a claim,
  - v) compensation for stress and/or inconvenience.
  - vi) Property more specifically covered by another policy of insurance.

Any criminal or deliberate act by **you** or **your family**.

Any reduction in the market value of any property following its repair or reinstatement.

**Your** policy does not cover claims arising from wear and tear, anything that happens gradually, depreciation, corrosion or rusting, damp, insects, **vermin**, fungus, condensation, breakdown and rot, fading, frost, the process of cleaning, dyeing, repairing, alteration, restoration or renovation.

Any loss or damage that does not arise from one identifiable event which directly and immediately caused the loss or damage.

Loss or damage that would not have arisen if there had not been a failure to deal with existing damage which a reasonable person should have noticed and where there has been an unreasonable delay in starting repairs.

Any loss, damage, injury or accident that commenced before this policy came into force.

Any loss or damage to items that are not permanently kept in the **home** when not in use.

# M&S

What this policy  
covers

# Section 1 - Buildings

(This section applies only if shown in the schedule)

WHAT WE CAN COVER FOR YOU	WHAT WE CAN'T COVER FOR YOU
<p><b>Your buildings</b> are covered under this section. The most <b>we</b> will pay for loss of or damage to the <b>buildings</b> is the <b>maximum claim limit</b> shown in the <b>schedule</b>.</p> <p>The <b>buildings</b> identified in the <b>schedule</b> are covered for loss or damage caused by any of the following:</p> <ol style="list-style-type: none"> <li>1. Fire, smoke, explosion, lightning or earthquake.</li>   <li>2. Riot, civil commotion and labour or political disturbances and strikes.</li>   <li>3. Malicious damage.</li>   <li>4. The <b>buildings</b> being hit by: <ul style="list-style-type: none"> <li>• aircraft or other flying objects, or anything dropped from them;</li> <li>• fireworks;</li> <li>• vehicles, trains or trams;</li> <li>• falling aerials, masts or satellite dishes;</li> <li>• falling trees or branches;</li> <li>• animals or birds; or</li> <li>• lamp posts or telegraph poles.</li> </ul> </li>   <li>5. <b>Storm</b> or <b>flood</b>.</li> </ol>	<p>The <b>excess</b> shown in the <b>schedule</b> for every <b>incident</b>.</p> <ol style="list-style-type: none"> <li>1. Smoke damage arising gradually or out of repeated exposure. <p>Loss or damage caused by air pollution such as smog, industrial or agricultural outputs.</p> </li>   <li>2. Loss or damage that is not reported to the police within seven days.</li>   <li>3. Malicious damage caused: <ul style="list-style-type: none"> <li>• by <b>you</b> or <b>your family</b>;</li> <li>• by a person lawfully allowed to be in <b>your home</b>; or</li> <li>• when <b>your home</b> is <b>unoccupied</b> or <b>unfurnished</b>.</li> </ul> </li>   <li>4. Loss or damage <ul style="list-style-type: none"> <li>• caused by pets;</li> <li>• to aerials, aerial fittings, satellite dishes or masts;</li> <li>• arising from cutting down all or part of a fallen tree or the cost of cutting down all or part of a fallen tree and taking it away, unless the fallen tree has damaged <b>your buildings</b>; or</li> <li>• to hedges, gates and fences.</li> </ul> </li>   <li>5. Loss or damage <ul style="list-style-type: none"> <li>• to gates, hedges and fences or swimming-pool, Jacuzzi and hot tub covers;</li> <li>• caused by frost;</li> <li>• caused by <b>subsidence</b>, ground <b>heave</b> or <b>landslip</b> (this damage is covered under cause 6); or</li> <li>• as a result of a rise in the water table</li> </ul> </li> </ol>

# Section 1 - Buildings

(This section applies only if shown in the schedule)

WHAT WE CAN COVER FOR YOU	WHAT WE CAN'T COVER FOR YOU
<p>6. <b>Subsidence, landslip or heave</b> of the site upon which the <b>buildings</b> stand.</p> <p>7. Theft or attempted theft.</p>	<p>6. Loss or damage: to the <b>buildings</b> or their foundations because the materials they are built from shrink or expand;</p> <ul style="list-style-type: none"> <li>• caused by the compaction of infill;</li> <li>• to the <b>buildings</b> or their foundations by <b>settlement</b> of the site on which the <b>buildings</b> stand;</li> <li>• caused by the sea or river wearing away the land;</li> <li>• caused by defective materials, faulty design or faulty workmanship;</li> <li>• caused by foundations which did not meet the Building Regulations at the time of construction;</li> <li>• caused by foundations that do not meet the NHBC guidelines, at the time of construction;</li> <li>• caused by demolishing, structurally altering or repairing the <b>buildings</b>;</li> <li>• to solid floor slabs or damage from solid floor slabs moving, unless the foundations underneath the outside walls of the main building are damaged at the same time and by the same cause;</li> <li>• to walls, gates, hedges, <b>outbuildings</b>, fences, paths, drives, patios, swimming pools, ornamental pools, tennis courts, drains, septic tanks, pipes, cables and oil tanks , unless the main building is damaged at the same time and by the same cause; or</li> <li>• for which compensation is provided by contract or legislation.</li> </ul> <p>7. Loss or Damage :</p> <ul style="list-style-type: none"> <li>• by <b>you</b> or any member of <b>your family, domestic employees</b>, lodgers, paying guests, anybody visiting <b>your</b> property in relation to <b>your</b> business, tenants; or</li> <li>• when <b>your home</b> is <b>unoccupied</b> or <b>unfurnished</b>.</li> </ul>

# Section 1 - Buildings

(This section applies only if shown in the schedule)

WHAT WE CAN COVER FOR YOU	WHAT WE CAN'T COVER FOR YOU
<p>8. Escaping Water.</p> <p>Water leaking from or freezing in any fixed domestic water or drainage installation, heating installation, washing machine, dishwasher, water bed, fish tank, refrigerator or deep-freeze cabinet.</p> <p><b>We</b> will also reimburse costs <b>you</b> have to pay to find where the water is leaking from, including the cost of repairs to walls, floors or ceilings (Trace and Access cover).</p> <p>9. Oil leaking from a fixed domestic oil-fired heating system, including smoke or smudge damage caused by evaporation from a faulty oil-fired heating system.</p> <p><b>We</b> will also reimburse costs <b>you</b> have to pay to find where oil is leaking from, including the cost of repairs to walls, floors or ceilings (Trace and Access cover).</p> <p>10a. Underground pipes, drains and cables</p> <p>The cost of repairing accidental breakage to the fabric of cables, underground pipes, drains and tanks (and their inspection covers) serving <b>your home</b> and for which <b>you</b> are responsible.</p> <p>10b. <b>We</b> will pay the cost of breaking into and repairing the pipe between the main sewer and <b>your home</b>, for which <b>you</b> are responsible, if releasing a blockage fails by normal means.</p>	<p>8. Loss or damage:</p> <ul style="list-style-type: none"> <li>• to the fixed domestic water or heating system itself; or when the main building of <b>your home</b> is <b>unoccupied</b> or <b>unfurnished</b>.</li> <li>• <b>subsidence, heave</b> or <b>landslip</b> of the site the <b>buildings</b> stand on caused by escape of water (this damage is insured under cause 6 and the corresponding exclusions and <b>excess</b> apply); or</li> <li>• caused by water overflowing from wash basins, sinks, bidets, showers and baths, as a result of taps being left on (covered under cause 21 <b>Accidental Damage</b> if operative); or</li> <li>• caused by failure or lack of sealant and/or grout.</li> </ul> <p>Repairs to the pipework or other parts of the water or heating system unless caused by freezing.</p> <p>Costs <b>we</b> have not agreed to.</p> <p>9. Loss or damage when <b>your home</b> is <b>unoccupied</b> or <b>unfurnished</b>.</p> <p>Repairs to the pipework or other parts of the heating system.</p> <p>Costs <b>we</b> have not agreed to.</p> <p>10a. Loss or damage:</p> <ul style="list-style-type: none"> <li>• due to wear and tear or gradual deterioration; or</li> <li>• caused by faulty materials, design, or a tradesperson carrying out any alterations, renovations or repairs.</li> </ul> <p>Deterioration of materials, faulty design and drainage which did not meet the requirements of the Building Regulations in place at the time of construction.</p> <p>10b. Any amount above the amount shown in the <b>Schedule</b>.</p>

# Section 1 - Buildings

(This section applies only if shown in the schedule)

WHAT WE CAN COVER FOR YOU	WHAT WE CAN'T COVER FOR YOU
<p>11. Buyer's cover</p> <p>If <b>you</b> have exchanged contracts to sell <b>your home</b>, <b>we</b> will give the buyer the benefit of the insurance under this section until the sale is completed, unless the buyer has insurance cover elsewhere.</p> <p>12. Property owner's liability.</p> <p><b>We</b> will pay all amounts <b>you</b> or a member of <b>your family</b> legally have to pay for causing;</p> <ul style="list-style-type: none"> <li>• death, bodily injury, illness or disease; and</li> <li>• loss of or damage to property;</li> </ul> <p>which is caused by an accident happening in or around the <b>buildings</b> during the <b>period of insurance</b> and which arise:</p> <ul style="list-style-type: none"> <li>• from <b>you</b> owning but not occupying the <b>buildings</b>; or</li> <li>• from faulty work on any private <b>home</b> (within the United Kingdom), which <b>you</b> sold or moved out of before the injury or damage happened (this insurance will continue for seven years from the date <b>your</b> policy ends or is cancelled, but will not apply if the policy is invalid or <b>your</b> liability is covered by a more recent policy).</li> </ul> <p>The most <b>we</b> will pay for any one claim, or series of claims arising from one cause, is the <b>maximum claim limit</b> shown in the <b>schedule</b>.</p> <p>If <b>you</b> die, <b>we</b> will indemnify (protect) <b>your</b> legal representative against <b>your</b> or <b>your family's</b> liability.</p> <p>13. Professional fees and costs.</p> <p>Necessary expenses for rebuilding or repairing the <b>buildings</b> as a result of a valid claim under this section, including:</p> <ul style="list-style-type: none"> <li>• architects', surveyors' and legal fees;</li> <li>• the cost of clearing debris from the</li> </ul>	<p>11. Theft, loss or damage insured under any other policy.</p> <p>Any amount payable under insured peril 15 'Alternative Accommodation'.</p> <p>12. Any amount for death, bodily injury, illness or disease to <b>you, your family</b> or any domestic employee.</p> <p>Any amount for loss or damage to property owned, leased, let, rented, hired, lent or entrusted to <b>you</b>.</p> <p>Liability arising in connection with:</p> <ul style="list-style-type: none"> <li>• any lift (other than a stairlift) <b>you</b> own or <b>you</b> are responsible for maintaining;</li> <li>• any deliberate or malicious act;</li> <li>• occupation of any land or building;</li> <li>• using the <b>home</b> for any business, trade, profession or employment; or</li> <li>• any agreement unless <b>you</b> would have had that liability without the agreement.</li> </ul> <p>Liability arising from the Third Party Wall etc. Act 1996.</p> <p><b>We</b> will not pay for legal costs, damage, losses, as well as any <b>money you</b> are legally obliged to pay to other people, if <b>you</b> are insured under any other liability policy (including more specific policies such as <b>your</b> pet, travel or pedal cycle insurance) until the Maximum Amount Payable under that policy has been exhausted.</p> <p>Any amount above the amount shown in the <b>schedule</b>.</p> <p>13. The cost of preparing a claim.</p> <ol style="list-style-type: none"> <li>i. Incurred without <b>our</b> prior agreement;</li> <li>ii. Arising under a notice served by the government or local authority prior to the loss or damage.</li> </ol>

# Section 1 - Buildings

(This section applies only if shown in the schedule)

WHAT WE CAN COVER FOR YOU	WHAT WE CAN'T COVER FOR YOU
<p>site, clearing drains and demolishing or shoring up the <b>buildings</b>; and</p> <ul style="list-style-type: none"> <li>other costs necessary to keep to government or local authority requirements, unless <b>you</b> had received notice to meet the requirements before the damage happened.</li> </ul> <p>14. Glass and sanitaryware</p> <p>Accidental breakage to:</p> <ul style="list-style-type: none"> <li>fixed glass in windows and doors;</li> <li>ceramic hobs built into cookers that are permanent fixtures in <b>your home</b>;</li> <li>sanitary fixtures and fittings in <b>your home</b>; and</li> <li>solar panels.</li> </ul> <p>15. Rent and alternative accommodation</p> <p><b>We</b> will pay the costs of necessary alternative accommodation for <b>you, your family</b> and <b>your</b> pets if the <b>buildings</b> cannot be lived in because of damage insured by this section.</p> <p>This includes where a local authority prohibits <b>you</b> from living in them following loss or damage to a neighbouring property.</p> <p>Rent <b>you</b> would have received while the <b>buildings</b> cannot be lived in because of a valid claim under this section.</p> <p>This cover is a separate benefit provided in addition to (not within) the <b>maximum claim limit</b> for <b>buildings</b>.</p> <p>16. If <b>you</b> sell <b>your home</b></p> <p>If <b>you</b> have exchanged contracts to sell <b>your home</b>, <b>we</b> will continue to provide cover until the sale goes through as long as:</p> <ul style="list-style-type: none"> <li>this period is not more than 60 days from the date of exchanging contracts (or in Scotland, the date of "conclusion of missives"); and</li> <li><b>you</b> have already insured <b>your</b> new <b>home</b> under this policy.</li> </ul>	<p>14. Loss or damage caused by scratching or denting.</p> <p>Damage caused when <b>your home</b> is <b>unoccupied</b> or <b>unfurnished</b>.</p> <p>The cost of replacing undamaged items.</p> <p>Damage to window or door frames.</p> <p>15. Any amount above the amount shown in the <b>schedule</b>.</p> <p>Costs incurred or rent payable without <b>our</b> prior consent.</p>

# Section 1 - Buildings

(This section applies only if shown in the schedule)

WHAT WE CAN COVER FOR YOU	WHAT WE CAN'T COVER FOR YOU
<p>17. Protection against damage caused by emergency services.</p> <p><b>We</b> will pay for damage to <b>your buildings</b> caused by the emergency services if they cause damage while getting into <b>your home</b> to deal with an emergency.</p> <p><b>We</b> will also pay for damage to <b>your garden items</b> (including re-landscaping costs) if caused by the emergency services while they are attending an emergency at <b>your home</b>.</p> <p>18. Removal of squatters</p> <p>If squatters live in <b>your home</b>, <b>we</b> will pay up to <b>maximum claim limit</b> shown in the <b>schedule</b> towards <b>your</b> legal costs for removing them. <b>You</b> must get <b>our</b> agreement in writing before <b>you</b> start proceedings to receive this benefit.</p> <p>The most <b>we</b> will pay in any one <b>period of insurance</b> is shown in the <b>schedule</b>.</p> <p>This cover is a separate benefit provided in addition to (not within) the <b>maximum claim limit</b> for <b>buildings</b>.</p> <p>19. Replacement locks and keys</p> <p><b>We</b> will pay the cost of replacing and installing locks on outside doors if:</p> <ul style="list-style-type: none"> <li>• <b>your</b> keys are lost outside the <b>home</b> or are stolen; or</li> <li>• they are damaged inside the <b>home</b> by an event insured under this section.</li> </ul> <p>If <b>you</b> insure both <b>your buildings</b> and <b>contents</b> under this policy and make a valid claim for replacement locks and keys, <b>we</b> will make one claims payment under either <b>your buildings</b> or <b>contents</b> section of cover. It is not possible to make a claim under both <b>buildings</b> and <b>contents</b> cover for the same <b>incident</b>.</p> <p>The most <b>we</b> will pay for any one claim is the amount shown in the <b>schedule</b>.</p>	<p>18. Legal costs for removing the squatters while <b>your home</b> or any part of it is:</p> <ul style="list-style-type: none"> <li>• lent, let or sublet to or occupied by someone who is not a member of <b>your family</b>; or</li> <li>• <b>unoccupied</b> or <b>unfurnished</b>.</li> </ul> <p>Costs <b>we</b> have not agreed to in writing.</p> <p>Any amount above the amount shown in the <b>schedule</b>.</p> <p>19. Any amount above the amount shown in the <b>schedule</b>.</p>

# Section 1 - Buildings

(This section applies only if shown in the schedule)

WHAT WE CAN COVER FOR YOU	WHAT WE CAN'T COVER FOR YOU
<p>20. Newly acquired fixtures</p> <p><b>We</b> will cover <b>your</b> newly acquired fixtures for loss or damage covered under this section for a period of 60 days from the date that <b>you</b> purchase them if <b>your buildings maximum claim limit</b> is exceeded. <b>We</b> reserve the right not to insure any newly acquired fixtures after the 60th day. For this cover to apply <b>you</b> must agree with <b>us</b> to increase the <b>buildings maximum claim limit</b> and pay any additional premium that is due.</p> <p>The most that <b>we</b> will pay for any one claim is the amount shown in the <b>schedule</b>.</p> <p>This cover is a separate benefit provided in addition to (not within) the <b>maximum claim limit</b> for <b>buildings</b>.</p>	<p>20. Any amount above the amount shown in the <b>schedule</b>.</p>

# Section 1 - Buildings

(This section applies only if shown in the schedule)

WHAT WE CAN COVER FOR YOU	WHAT WE CAN'T COVER FOR YOU
<p>21. <b>Accidental Damage</b></p>	<p>21. Loss or damage:</p> <ul style="list-style-type: none"><li>• caused by movement of the land the <b>buildings</b> are on;</li><li>• caused by any part of the <b>buildings</b> moving, settling or shrinking;</li><li>• demolishing or structurally altering or repairing the <b>buildings</b>;</li><li>• caused by <b>storm</b> damage to fences, gates, hedges and swimming pool covers;</li><li>• arising from cutting down all or part of a fallen tree or the cost of cutting down all or part of a fallen tree and taking it away, unless the fallen tree has damaged <b>your buildings</b>;</li><li>• caused by faulty workmanship, design or materials;</li><li>• caused by chewing, scratching, tearing or fouling by pets;</li><li>• caused by electrical or mechanical breakdown;</li><li>• caused by a person when <b>your home</b> or any part of it is lent, let or sublet;</li><li>• when <b>your home</b> is <b>unoccupied</b> or <b>unfurnished</b>; or</li><li>• specifically excluded under <b>Buildings</b> Sections 1-20 above.</li></ul>

# Section 2 - Contents

(This section applies only if shown in the schedule)

WHAT WE CAN COVER FOR YOU	WHAT WE CAN'T COVER FOR YOU
<p><b>You</b> and <b>your family's contents</b> are covered when they are:</p> <ul style="list-style-type: none"> <li>• in the <b>buildings</b> of the <b>home</b>; or</li> <li>• in the open but within the boundary of the <b>home</b>.</li> </ul> <p>The <b>contents</b> are covered up to the <b>maximum claim limit</b> shown in the <b>schedule</b> when in the main building of <b>your home</b>. However, the most <b>we</b> will pay for any one claim for:</p> <ul style="list-style-type: none"> <li>• <b>High Risk Property;</b></li> <li>• <b>Business equipment;</b></li> <li>• <b>Contents</b> in the open;</li> <li>• <b>Money;</b></li> <li>• <b>Credit Cards;</b></li> <li>• Deeds and documents; or</li> <li>• Metered Oil and water</li> </ul> <p>is the <b>maximum claim limit</b> shown in the <b>schedule</b> for these items.</p> <ol style="list-style-type: none"> <li>1. Fire, smoke, explosion, lightning or earthquake.</li> <li>2. Riot, civil commotion and labour or political disturbances and strikes.</li> <li>3. Malicious damage.</li> </ol> <p>4. <b>Storm</b> or <b>flood</b>.</p> <p>5. <b>Your home</b> being hit by:</p> <ul style="list-style-type: none"> <li>• aircraft or other flying objects, or anything dropped from them;</li> <li>• fireworks;</li> <li>• vehicles, trains or trams;</li> <li>• falling aerials, masts or satellite dishes;</li> </ul>	<p>The <b>excess</b> shown in the <b>schedule</b> for every <b>incident</b>.</p> <p>Anything more specifically insured in another part of this policy.</p> <p>Any amount above the <b>maximum claim limit</b> shown in the <b>schedule</b>.</p> <ol style="list-style-type: none"> <li>1. Smoke damage arising gradually or out of repeated exposure</li> <li>2. Loss or damage that is not reported to the police within seven days.</li> <li>3. Malicious damage caused: <ul style="list-style-type: none"> <li>• by <b>you</b> or <b>your family</b>;</li> <li>• by a person lawfully allowed to be in <b>your home</b>;</li> <li>• when <b>your home</b> is <b>unoccupied</b> or <b>unfurnished</b>; or</li> <li>• by <b>computer viruses</b>.</li> </ul> </li> <li>4. <b>Storm</b> or <b>flood</b> damage to property away from <b>your home</b> and not in a building.</li> <li>5. Loss or damage caused by pets. <p>The cost of cutting down all or part of a fallen tree and taking it away, unless the fallen tree has damaged <b>your contents</b>.</p> </li> </ol>

# Section 2 - Contents

(This section applies only if shown in the schedule)

WHAT WE CAN COVER FOR YOU	WHAT WE CAN'T COVER FOR YOU
<ul style="list-style-type: none"> <li>• falling trees or branches;</li> <li>• animals or birds; or</li> <li>• lamp posts or telegraph poles.</li> </ul> <p>6. <b>Subsidence</b> or ground <b>heave</b> of the site <b>your buildings</b> stand on, or <b>landslip</b>.</p> <p>7. Escaping water. Water leaking from any fixed domestic water or drainage installation, heating installation, washing machine, dishwasher, water bed, fish tanks, refrigerator or deep-freeze cabinet.</p> <p>8. Theft or attempted theft. The most <b>we</b> will pay for any one claim for theft of <b>contents</b> from an outbuilding, <b>secured</b> outbuilding or <b>garage</b> is the <b>maximum claim limit</b> shown for these in the <b>schedule</b>.</p>	<p>Damage caused by cutting down all or part of a tree.</p> <p>6. Loss or damage caused by:</p> <ul style="list-style-type: none"> <li>• the sea or river wearing away the land;</li> <li>• faulty design or construction of the <b>buildings</b> or their foundations;</li> <li>• demolishing, altering or repairing the <b>buildings</b>; or</li> <li>• the foundations of the building or the materials from which they are built shrinking or expanding.</li> </ul> <p>Loss or damage for which compensation is provided by contract or legislation.</p> <p>7. Loss or damage:</p> <ul style="list-style-type: none"> <li>• to the fixed domestic water or heating system itself; or when the main building of <b>your home</b> is <b>unoccupied</b> or <b>unfurnished</b>.</li> <li>• caused by water overflowing from wash basins, sinks, bidets, showers and baths, as a result of taps being left on (covered under cause 33 <b>Accidental Damage</b> if operative); or</li> <li>• caused by failure or lack of sealant and/or grout.</li> </ul> <p>8. Loss or damage:</p> <ul style="list-style-type: none"> <li>• by deception, unless entry only is gained by deception;</li> <li>• by <b>you</b> or any member of <b>your family, domestic employees, lodgers, paying guests, anybody</b> visiting <b>your</b> property in relation to <b>your</b> business, or tenants;</li> <li>• when <b>your home</b> is <b>unoccupied</b> or <b>unfurnished</b>;</li> </ul>

# Section 2 - Contents

(This section applies only if shown in the schedule)

WHAT WE CAN COVER FOR YOU	WHAT WE CAN'T COVER FOR YOU
<p>9. Damage caused by oil leaking from a fixed domestic oil-fired heating system, including smoke or smudge damage caused by evaporation from a faulty oil-fired heating system.</p> <p>10. Accidental breakage to televisions (and their aerials) video and audio installations, satellite dishes, receivers or decoders, games consoles or desktop personal computers within or fixed to <b>your home</b>.</p>	<ul style="list-style-type: none"> <li>• when <b>your home</b> or any part of it is lent, let or sublet to or occupied by someone who is not a member of <b>your family</b> unless force causing damage to the main building of the <b>home</b> was used to get in or out of the building; or</li> <li>• of <b>money</b>, unless force causing damage to the main building of the <b>home</b> was used to get into or out of the building.</li> </ul> <p>9. Loss or damage to the fixed domestic oil-fired heating system itself.</p> <p>10. Damage:</p> <ul style="list-style-type: none"> <li>• when <b>your home</b> is <b>unoccupied</b> or <b>unfurnished</b>;</li> <li>• to items designed or intended to be hand-held, carried or portable, including but not limited to e-readers, smartphones, netbooks, tablet computers, MP3 players, satellite and navigation systems;</li> <li>• to laptop computers;</li> <li>• to musical instruments;</li> <li>• to television sets, caused whilst using electronic gaming equipment;</li> <li>• caused by anyone living in <b>your home</b> who is not a member of <b>your family</b>;</li> <li>• to records, discs, CD's , DVDs, Blu Ray discs, USB flash drives or other data storage devices;</li> <li>• caused by electrical or mechanical breakdown;</li> <li>• caused by scratching or denting; or</li> <li>• caused by <b>computer viruses</b>.</li> </ul>

# Section 2 - Contents

(This section applies only if shown in the schedule)

WHAT WE CAN COVER FOR YOU	WHAT WE CAN'T COVER FOR YOU
<p>11. Accidental breakage in <b>your home</b> to:</p> <ul style="list-style-type: none"> <li>• fixed glass in furniture (but not glass in pictures or clocks);</li> <li>• glass shelves;</li> <li>• glass tops to furniture;</li> <li>• fixed glass in mirrors; or</li> <li>• ceramic hobs in free-standing cookers and ceramic tops in free-standing cookers.</li> </ul> <p>12. Accidental loss of metered water or oil in domestic heating systems. The most <b>we</b> will pay is the <b>maximum claim limit</b> shown in the <b>schedule</b>.</p> <p>This cover is a separate benefit provided in addition to (not within) the <b>maximum claim limit</b> for <b>contents</b>.</p> <p>13. Damage to food in any refrigerator or deep freezer caused by:</p> <ul style="list-style-type: none"> <li>• a rise or fall in temperature; or</li> <li>• contamination by refrigerant or refrigerant fumes.</li> </ul> <p>The most <b>we</b> will pay is the <b>maximum claim limit</b> shown in the <b>schedule</b>.</p> <p>14. Public and personal liability.</p> <p><b>We</b> will pay all amounts <b>you</b> or a member of <b>your family</b> legally have to pay for causing:</p> <ul style="list-style-type: none"> <li>• death, bodily injury, illness or disease; or</li> <li>• loss of or damage to property;</li> </ul> <p>which is caused by an accident happening during the <b>period of insurance</b> and arising;</p> <ul style="list-style-type: none"> <li>• from <b>your</b> occupation (but not ownership) of the <b>buildings</b>;</li> <li>• in a private role not connected with owning the <b>buildings</b>; or</li> </ul>	<p>11. Loss or damage when <b>your home</b> is <b>unoccupied</b> or <b>unfurnished</b></p> <p>Caused by scratching or denting.</p> <p>12. Any amount above the amount shown in the <b>schedule</b>.</p> <p>Loss while the <b>home</b> is <b>unoccupied</b> or <b>unfurnished</b>.</p> <p>13. Loss or damage caused by:</p> <ul style="list-style-type: none"> <li>• <b>your</b> power supply being cut off by the supplier; or</li> <li>• a strike, a lockout or an industrial dispute.</li> </ul> <p>Loss or damage when <b>your home</b> is <b>unoccupied</b> or <b>unfurnished</b>.</p> <p>Any amount above the amount shown in the <b>schedule</b>.</p> <p>14. Death, bodily injury, illness or disease suffered by <b>you, your family</b> or a domestic employee.</p> <p>Loss or damage to property owned, leased, let, rented, hired, lent or entrusted to <b>you</b> or <b>your family</b>.</p> <p>Liability arising out of owning, using or possessing any:</p> <ul style="list-style-type: none"> <li>• mechanically powered or motorised vehicles, except garden machinery, wheelchairs, registered disabled persons' buggies that cannot go over 8 miles an hour and which are not licensed for road use and pedestrian-controlled models or toys that cannot</li> </ul>

# Section 2 - Contents

(This section applies only if shown in the schedule)

WHAT WE CAN COVER FOR YOU	WHAT WE CANT COVER FOR YOU
<ul style="list-style-type: none"> <li>from the employment by <b>you</b> or <b>your family</b> of <b>domestic employees</b>.</li> </ul> <p>The most <b>we</b> will pay for any one claim, or series of claims arising from one cause, is the <b>maximum claim limit</b> shown in the <b>schedule</b> plus any costs and expenses <b>we</b> agree in writing.</p> <p>If <b>you</b> die, <b>we</b> will indemnify (protect) <b>your</b> legal representative against <b>your</b> or <b>your family's</b> liability.</p>	<p>go over 8 miles an hour;</p> <ul style="list-style-type: none"> <li>golf trolleys (controlled by someone on foot)</li> <li>aircraft (including model aircraft, gliders, hang-gliders, microlights and drones);</li> <li>hovercraft, boards or any other craft or equipment designed for use in or on water, other than pedestrian- controlled models or toys and hand or foot-propelled boats;</li> <li>caravans, horse boxes, trailers or trailer tents;</li> <li>Electrically Assisted Pedal Cycles or Electronic Scooters</li> <li>firearms, except legally held sporting guns used for sporting purposes;</li> <li>dog of a type specified under section 1 of the Dangerous Dogs Act 1991 or any later amendments to that act; or</li> <li>lift (other than a stairlift) <b>you</b> own or <b>you</b> are responsible for maintaining.</li> </ul> <p>Injury or damage:</p> <ul style="list-style-type: none"> <li>in connection with an assault or alleged assault;</li> </ul> <p>or arising from:</p> <ul style="list-style-type: none"> <li>any deliberate or malicious act;</li> <li>hunting or racing of any kind or</li> <li><b>your</b> business, trade, profession or employment.</li> </ul> <p>Liability arising from the Third Party Wall etc. Act 1996.</p> <p><b>We</b> will not pay for legal costs, damage, losses, as well as any <b>money you</b> are legally obliged to pay to other people, if <b>you</b> are insured under any other liability policy (including more specific policies such as <b>your</b> pet, travel or pedal cycle insurance) until the Maximum Amount Payable under that policy has been exhausted.</p> <p>Liability arising from:</p> <p>Any disease or virus that <b>you</b> pass on to another person.</p>

# Section 2 - Contents

(This section applies only if shown in the schedule)

WHAT WE CAN COVER FOR YOU	WHAT WE CAN'T COVER FOR YOU
<p>15. Liability for <b>domestic employees</b>.</p> <p><b>We</b> insure <b>you</b> against <b>your</b> legal liability for all amounts <b>you</b> have to pay for accidental bodily injury which happens to any of <b>your domestic employees</b> during the course of their work or which is caused by <b>you</b> during the <b>period of insurance</b>.</p> <p>Cover applies anywhere in the world if the contract of service was entered into in the United Kingdom.</p> <p>The most <b>we</b> will pay for any one claim, or series of claims arising from one cause, is the <b>maximum claim limit</b> shown in the <b>schedule</b> plus any costs and expenses <b>we</b> agree in writing.</p> <p>16. <b>Contents</b> temporarily removed.</p> <p><b>Your contents</b> are covered for loss or damage as a result of causes 1 to 9 of this section when they are temporarily removed from <b>your home</b> but within the United Kingdom. However, for theft of <b>your contents</b> (excluding <b>money</b>), the theft must be from:</p> <ul style="list-style-type: none"> <li>• any bank or safe deposit, or while <b>you</b> or any member of <b>your family</b> are taking the items to or from the bank or safe deposit;</li> <li>• a <b>home</b> or a building <b>you</b> or <b>your family</b> are working or living in temporarily; or</li> <li>• any other building if there are visible signs that force or violent means were used to get into or out of the building.</li> </ul> <p><b>Money</b> is covered away from <b>your home</b> only if it is stolen from a building and there are visible signs that force or violent means were used to get into or out of the building.</p> <p>The most <b>we</b> will pay for any one claim is the amount shown in the <b>schedule</b>.</p>	<p>Any liability <b>you</b> have under a contract, unless <b>you</b> would have had that liability without the contract.</p> <p>Any action for damages brought in a court outside the United Kingdom.</p> <p>Any amount above the amount shown in the <b>schedule</b></p> <p>15. Any amount above the amount shown in the <b>schedule</b>.</p> <p>Arising out of the use of a vehicle</p> <p>16. Loss or damage:</p> <ul style="list-style-type: none"> <li>• to any item kept in a furniture depository (a furniture depository is a commercial furniture warehouse that protects the items stored from theft, damage or weather conditions);</li> <li>• caused by theft or attempted theft from an unlocked hotel room, motel room, bed-and-breakfast <b>bedroom</b> or other similar temporary lodging;</li> <li>• by <b>storm, flood</b> or malicious damage to items not in a building;</li> <li>• in halls of residence or student accommodation;</li> <li>• to any item taken out of <b>your home</b> to sell, display or exhibit;</li> <li>• during removals; or</li> <li>• from a caravan, mobile <b>home</b> or motor <b>home</b>.</li> </ul> <p>Any amount above the amount shown in the <b>schedule</b>.</p>

# Section 2 - Contents

(This section applies only if shown in the schedule)

WHAT WE CAN COVER FOR YOU	WHAT WE CAN'T COVER FOR YOU
<p>17. Tenant's liability.</p> <p><b>We</b> insure <b>you</b> against <b>your</b> legal liability as a tenant of <b>your home</b> for all amounts <b>you</b> have to pay for:</p> <ul style="list-style-type: none"> <li>• damage to the structure of <b>your home</b>, or to the landlord's fixtures, fittings and interior decorations, caused by the causes 1 to 9 under section 2 of this policy;</li> <li>• damage to carpets and flooring caused by <b>accidental damage</b>, or by causes 1 to 9 under section 2 of this policy.</li> <li>• the cost of repairing <b>accidental damage</b> to the cables, underground pipes and drains (and their inspection covers) which serve <b>your home</b>;</li> <li>• accidental breakage to fixed glass in windows, doors, fanlights, skylights, greenhouses, conservatories and verandas; and</li> <li>• accidental breakage to fixed sanitary fittings and bathroom fittings.</li> </ul> <p>The most <b>we</b> will pay for any one claim, or series of claims arising from one cause, is the <b>maximum claim limit</b> shown in the <b>schedule</b> plus any costs and expenses <b>we</b> agree in writing.</p> <p>If <b>you</b> make a claim <b>you</b> will need to provide evidence that <b>you</b> are legally liable for the damage</p> <p>18. Unpaid damages.</p> <p><b>We</b> will pay the unpaid amount of any award made in <b>your</b> favour for compensation for bodily injury or damage to property. This compensation must have been awarded by a court in the United Kingdom.</p> <p><b>We</b> will pay the amount if:</p> <ul style="list-style-type: none"> <li>• <b>you</b> have not received full payment within three months of the date of the award;</li> <li>• the bodily injury or damage happened in the United Kingdom;</li> </ul>	<p>17. Any amount above the amount shown in the <b>schedule</b>.</p> <p>Loss or damage while <b>your home</b> is <b>unoccupied</b> or <b>unfurnished</b>.</p> <p>Loss or damage excluded under any of the causes 1 to 9 of section 2 - <b>Contents</b>.</p> <p>Damage to carpets and flooring caused by domestic pets.</p> <p>18. Any amount above the amount shown in the <b>schedule</b>.</p>

# Section 2 - Contents

(This section applies only if shown in the schedule)

WHAT WE CAN COVER FOR YOU	WHAT WE CAN'T COVER FOR YOU
<ul style="list-style-type: none"> <li><b>you</b> would have had a valid claim under cause 14 of this policy if the award had been made against <b>you</b>; and there is not going to be an appeal.</li> </ul> <p>After <b>we</b> have made a payment, <b>we</b> may enforce <b>your</b> rights against the person who should have made the payment. (In this case, <b>we</b> will keep any amounts <b>we</b> get back.)</p> <p>The most <b>we</b> will pay for any one claim, or series of claims arising from one cause, is the <b>maximum claim limit</b> shown in the <b>schedule</b> plus any costs and expenses <b>we</b> agree in writing.</p> <p>19. Rent and alternative accommodation.</p> <p>If <b>you</b> cannot live in <b>your home</b> because of damage insured under this section:</p> <ul style="list-style-type: none"> <li><b>we</b> will pay the cost of necessary alternative accommodation for <b>you</b>, <b>your family</b> and <b>your</b> pets until <b>you</b> can live in <b>your home</b> again; and</li> <li>This includes if the <b>buildings</b> cannot be lived in because a local authority prohibits <b>you</b> from living in them following loss or damage to a neighbouring property.</li> </ul> <p>The most <b>we</b> will pay in any one <b>period of insurance</b> is shown in the <b>schedule</b>.</p> <p>This cover is a separate benefit provided in addition to (not within) the <b>maximum claim limit</b> for <b>contents</b>.</p> <p>20. Replacement locks and keys.</p> <p><b>We</b> will pay the cost of replacing and installing locks on outside doors if:</p> <ul style="list-style-type: none"> <li><b>your</b> keys are lost outside the <b>home</b> or are stolen; or</li> <li>they are damaged inside the <b>home</b> by an event insured under this section.</li> </ul> <p>If <b>you</b> insure both <b>your buildings</b> and <b>contents</b> under this policy and make a claim for replacement locks and keys, <b>we</b> will make one claims payment under either <b>your buildings</b> or <b>contents</b> section of</p>	<p>19. Any amount above the amount shown in the <b>schedule</b>.</p> <p>20. Any amount above the amount shown in the <b>schedule</b>.</p>

# Section 2 - Contents

(This section applies only if shown in the schedule)

WHAT WE CAN COVER FOR YOU	WHAT WE CAN'T COVER FOR YOU
<p>cover. It is not possible to make a claim under both <b>buildings</b> and <b>contents</b> cover for the same <b>incident</b>.</p> <p>The most <b>we</b> will pay for any one claim is the amount shown in the <b>schedule</b>.</p> <p>21. Household removal.</p> <p>If <b>your contents</b> are professionally packed and carried, <b>we</b> will insure <b>you</b> against loss or damage to the <b>contents</b> while they are:</p> <ul style="list-style-type: none"> <li>• being transported anywhere in the United Kingdom, between <b>your</b> old address and <b>your</b> new address;</li> <li>• on their way to or from a furniture depository; and</li> <li>• being loaded or unloaded.</li> </ul> <p>22. Fatal injury occurring in the <b>home</b></p> <p>If <b>you</b> or any member of <b>your family</b> have a fatal injury:</p> <ul style="list-style-type: none"> <li>• caused by a fire in <b>your home</b>; or</li> <li>• as a result of an assault in <b>your home</b>;</li> </ul> <p><b>we</b> will pay the amount shown in the <b>schedule</b> for the person who dies, but only if they die within 12 months of the fire or assault.</p> <p>23. Wedding, Birthday, Civil Partnership and Religious Festival benefits</p> <p>The <b>maximum claim limit</b> under this section is increased by the amount shown in the <b>schedule</b> for 30 days before and 30 days after <b>your</b> or any member of <b>your family's</b> birthday, wedding day or civil ceremony, to cover gifts and the cost of items bought for the celebration. During this period, <b>we</b> will insure the items against loss or damage when they are:</p> <ul style="list-style-type: none"> <li>• in <b>your home</b>;</li> <li>• in the building where the celebration is held; or</li> <li>• being transported between <b>your home</b> and the celebration.</li> </ul>	<p>21. Loss of or damage:</p> <ul style="list-style-type: none"> <li>• to glass or other fragile items;</li> <li>• to property in storage or in a furniture depository. (A furniture depository is a commercial furniture warehouse that protects the items stored from theft, damage or weather conditions);</li> <li>• caused by electrical or mechanical breakdown;</li> <li>• or of <b>money</b>.</li> </ul> <p>22. Any amount above the amount shown in the <b>schedule</b>.</p> <p>23. Any amount above the amount shown in the <b>schedule</b>.</p>

# Section 2 - Contents

(This section applies only if shown in the schedule)

WHAT WE CAN COVER FOR YOU	WHAT WE CANT COVER FOR YOU
<p>This increase will only affect the <b>maximum claim limit</b> and does not increase any other limits shown in the policy or <b>schedule</b>.</p> <p>24. Guests' <b>personal belongings</b></p> <p><b>We</b> will cover <b>your</b> guests' and visitors' <b>personal belongings</b> while in <b>your home</b> for the causes insured 1 to 9 listed on the previous pages if they are not insured under any other policy.</p> <p>The most <b>we</b> will pay is the amount shown in the <b>schedule</b>.</p> <p>This cover is a separate benefit provided in addition to (not within) the <b>maximum claim limit</b> for <b>contents</b>.</p> <p>25. Shopping in transit</p> <p>Loss of or damage to food and other items while <b>you</b> are bringing them to <b>your home</b> from the shop or shops where <b>you</b> bought them.</p> <p>The most <b>we</b> will pay is the amount shown in the <b>schedule</b>.</p> <p>This cover is a separate benefit provided in addition to (not within) the <b>maximum claim limit</b> for <b>contents</b>.</p> <p>26. Tenant's <b>home</b> improvements</p> <p>If <b>you</b> are a tenant of <b>your home</b>, <b>we</b> will pay for loss of or damage to interior decorations and any <b>home</b> improvements <b>you</b> have paid for, as long as this loss or damage is as a result of any of the causes covered in this section.</p> <p>The most <b>we</b> will pay in any one <b>period of insurance</b> is the <b>maximum claim limit</b> shown in the <b>schedule</b>.</p> <p>This cover is a separate benefit provided in addition to (not within) the <b>maximum claim limit</b> for <b>contents</b>.</p>	<p>24. Loss or damage excluded under any of the causes 1 to 9 of section 2 - <b>Contents</b>.</p> <p>Loss or damage if any item is insured under any other policy.</p> <p>Any amount above the amount shown in the <b>schedule</b>.</p> <p>25. Loss or damage caused by theft or attempted theft from an unattended motor vehicle or where a motor vehicle is stolen, unless:</p> <ul style="list-style-type: none"> <li>• the item is kept in a locked covered boot or glove compartment;</li> <li>• all access points to the vehicle are closed and locked;</li> <li>• any extra security systems are activated; or</li> <li>• there is evidence that forcible and violent entry took place.</li> </ul> <p>Any amount above the amount shown in the <b>schedule</b></p> <p>26. Any amount above the amount shown in the <b>schedule</b>.</p>

# Section 2 - Contents

(This section applies only if shown in the schedule)

WHAT WE CAN COVER FOR YOU	WHAT WE CAN'T COVER FOR YOU
<p>27. Counselling fees</p> <p>If <b>you</b> or members of <b>your family</b> suffer emotional stress as a result of a cause insured under this section, <b>we</b> will pay <b>you</b> the cost of any professional counselling provided.</p> <p><b>We</b> have approved the counselling.</p> <p>Counselling has been recommended by a qualified medical practitioner.</p> <p>The most <b>we</b> will pay is the amount shown in the <b>schedule</b>.</p> <p>This cover is a separate benefit provided in addition to (not within) the <b>maximum claim limit</b> for <b>contents</b>.</p> <p>28. Dual <b>contents</b> cover</p> <p><b>We</b> will cover <b>your contents</b> up to the <b>maximum claim limit</b> shown in <b>your schedule</b> while they are in a new <b>home</b> that <b>you</b> have exchanged, but not completed contracts on, one week before <b>you</b> move into the new <b>home</b>.</p> <p>The most <b>we</b> will pay is the amount shown in the <b>schedule</b>.</p> <p>29. Garden Cover</p> <p><b>We</b> will pay for loss or damage caused to <b>Garden Items</b> that <b>you</b> own, which are outside the main building but within the boundaries of the <b>home</b>, by any of the following.</p> <ul style="list-style-type: none"> <li>• Theft;</li> <li>• Fire, lightning or explosion;</li> <li>• <b>Storm or flood</b>;</li> <li>• Malicious damage;</li> <li>• <b>Accidental damage</b> caused by any person other than <b>you</b> or <b>your family</b>;</li> <li>• Wild animals;</li> <li>• Television aerials, satellite dishes and masonry falling from the building;</li> <li>• Branches falling from trees; or</li> </ul>	<p>27. Any amount above the amount shown in the <b>schedule</b>.</p> <p>28. Any amount above the amount shown in the <b>schedule</b>.</p> <p>29. Malicious damage caused by:</p> <ul style="list-style-type: none"> <li>• <b>you</b> or <b>your family</b>; or</li> <li>• a person lawfully allowed to be in <b>your home</b>.</li> </ul> <p>Loss or damage caused by:</p> <ul style="list-style-type: none"> <li>• pets;</li> <li>• <b>subsidence, landslip or heave</b>;</li> <li>• smoke or bonfires;</li> </ul> <p>Loss or damage caused in connection with <b>your</b> trade, business or profession.</p> <p>Any amount above the amount shown in the <b>schedule</b>.</p>

# Section 2 - Contents

(This section applies only if shown in the schedule)

WHAT WE CAN COVER FOR YOU	WHAT WE CAN'T COVER FOR YOU
<ul style="list-style-type: none"> <li>• <b>We</b> will also pay for loss or damage to trees and shrubs caused by theft.</li> </ul> <p>The most <b>we</b> will pay is the amount shown in the <b>schedule</b>.</p> <p>This cover is a separate benefit provided in addition to (not within) the <b>maximum claim limit</b> for <b>contents</b>.</p> <p>30. Downloaded data.</p> <p><b>We</b> will pay for loss or damage covered under this section to non-recoverable electronic data that <b>you</b> or a member of <b>your family</b> have legally downloaded following loss or damage to <b>contents</b> by causes 1-9 in this Section 2. The most <b>we</b> will pay in any one <b>period of insurance</b> is the amount shown in the <b>schedule</b>.</p> <p>31. Newly acquired <b>contents</b>.</p> <p><b>We</b> will cover <b>your</b> newly acquired <b>contents</b> for loss or damage covered under this section for a period of 60 days from the date that <b>you</b> purchase them if <b>your contents maximum claim limit</b> is exceeded. <b>We</b> reserve the right not to insure any newly acquired <b>contents</b> after the 60th day. For this cover to apply <b>you</b> must agree to increase the <b>contents maximum claim limit</b> and pay any additional premium that is due.</p> <p>The most <b>we</b> will pay for any one claim is the amount shown in the <b>schedule</b>.</p> <p>This cover is a separate benefit provided in addition to (not within) the <b>maximum claim limit</b> for <b>contents</b>.</p> <p>32. Student belongings.</p> <p><b>We</b> will pay for loss or damage as a result of causes 1 to 9 of this section, to <b>contents</b> belonging to or the responsibility of <b>you</b> or a member of <b>your family</b> when they are in halls of residence or any other term time student accommodation where <b>you</b> or a member of <b>your family</b> are living whilst attending boarding school, college or university.</p> <p>The most <b>we</b> will pay for any one claim is the amount shown in the <b>schedule</b>.</p>	<p>30. Any amount above the amount shown in the <b>schedule</b>.</p> <p>Loss or damage to any data not commercially available at the time of loss.</p> <p>The cost of remaking or recreating any non-recoverable music, film or electronic data.</p> <p>31. Any amount above the amount shown in the <b>schedule</b>.</p> <p>32. Loss of <b>money</b>.</p> <p>Loss or damage caused by theft or attempted theft unless there is evidence that forcible and violent entry took place.</p> <p>Any amount above the amount shown in the <b>schedule</b>.</p>

# Section 2 - Contents Accidental Damage Cover

(This section applies only if shown in the schedule)

WHAT WE CAN COVER FOR YOU	WHAT WE CAN'T COVER FOR YOU
<p><b>You</b> and <b>your family's contents</b> are covered under this section.</p> <p>33. <b>Accidental damage</b></p>	<p>The <b>excess</b> shown in the <b>schedule</b> for every <b>incident</b>.</p> <p>33. Loss or damage:</p> <ul style="list-style-type: none"> <li>• specifically excluded under <b>Contents</b> causes 1-32 above;</li> <li>• to clothing, including furs;</li> <li>• to documents or securities such as share or bond certificates;</li> <li>• to <b>money</b>;</li> <li>• to food and drink;</li> <li>• to sports equipment when it is being used;</li> <li>• to reeds, strings or drum skins of musical instruments;</li> <li>• to dentures while being used for eating;</li> <li>• to contact or corneal lenses;</li> <li>• to crowns, caps or fillings in teeth;</li> <li>• caused by scratching or denting;</li> <li>• when <b>your home</b> is <b>unoccupied</b> or <b>unfurnished</b>;</li> <li>• when <b>your home</b> or any part of it is lent, let, sublet or lived in only by someone who is not a member of <b>your family</b>;</li> <li>• caused by chewing, scratching, tearing or fouling by pets;</li> <li>• caused by electrical or mechanical breakdown;</li> <li>• caused by <b>computer viruses</b>;</li> <li>• caused by faulty workmanship or design;</li> <li>• caused by <b>your</b> power supply being cut off by the supplier; or</li> <li>• caused by rain or water entering the <b>home</b>, as a result of faulty workmanship, poor maintenance or wear and tear.</li> </ul> <p>Any amount over £500, unless <b>we</b> have agreed a higher amount in writing, for damage to items of glass, china, porcelain, earthenware, stone or other fragile or brittle material while they are being handled</p>

# Section 2 - Contents Personal Belongings Cover

(This section applies only if shown in the schedule)

WHAT WE CAN COVER FOR YOU	WHAT WE CAN'T COVER FOR YOU
<p><b>Your personal belongings</b> are covered under this section.</p> <p>1. <b>Your and your family's personal belongings, money and credit cards and high-risk property</b> are covered for loss or damage in <b>Europe</b> and also for up to 60 days anywhere else in the world in any <b>period of insurance</b>.</p> <p>The most <b>we</b> will pay:</p> <ul style="list-style-type: none"> <li>• <b>You</b> can claim up to £2,500 for each individual item unless they are specified on <b>your schedule</b>.</li> <li>• The most <b>we</b> will pay for any specified item is the <b>maximum claim limit</b> shown in the <b>schedule</b> next to each item.</li> <li>• For <b>money, credit cards</b> and mobile phones the most <b>we</b> will pay for any one claim is the <b>maximum claim limit</b> shown in the <b>schedule</b>.</li> </ul>	<p>The <b>excess</b> shown in the <b>schedule</b> for every <b>incident</b>.</p> <p>1. Loss happening within the <b>home</b> to items which are not <b>high-risk property</b>.</p> <p>Loss or damage:</p> <ul style="list-style-type: none"> <li>• to <b>motor vehicles</b>, trailers, caravans, boats or the accessories or associated equipment belonging to any of these;</li> <li>• to sports equipment when it is being used for its intended purpose;</li> <li>• to reeds, strings or drum skins of musical instruments whilst they are being used for their intended purpose;</li> <li>• to dentures while being used for eating;</li> <li>• to crowns, caps or fillings in teeth;</li> <li>• to camping equipment;</li> <li>• to documents and securities such as driving licences, passports, share or bond certificates;</li> <li>• to portable televisions, car audio or car audio-visual equipment;</li> <li>• to china or glass (except spectacles);</li> <li>• to contact or corneal lenses;</li> <li>• to furniture or household goods;</li> <li>• to trees, shrubs or plants growing in the garden;</li> <li>• to animals;</li> <li>• caused by chewing, scratching, tearing or fouling by pets.</li> <li>• caused by theft or attempted theft from an unlocked hotel room, motel room, bed-and-breakfast <b>bedroom</b> or other similar temporary lodging; or</li> <li>• to items used for business or professional purposes other than personal laptops, tablets and mobile phones that are used for occasional business use.</li> </ul> <p>Loss or damage caused by theft or attempted</p>

# Section 2 - Contents Personal Belongings Cover

(This section applies only if shown in the schedule)

WHAT WE CAN COVER FOR YOU	WHAT WE CAN'T COVER FOR YOU
<p>2. <b>Your</b> and <b>your family's</b> pedal cycles are covered for loss or damage in <b>Europe</b> and also for up to 60 days anywhere else in the world in any one <b>period of insurance</b>.</p> <p><b>We</b> will pay for accessories or removable parts of pedal cycles provided they are lost or damaged at the same time and by the same <b>incident</b> as the pedal cycle;</p> <p>The most <b>we</b> will pay for pedal cycles is £1,000 unless they are specified on <b>your schedule</b> for a higher amount.</p>	<p>theft from an unattended motor vehicle or where a motor vehicle is stolen, unless:</p> <ul style="list-style-type: none"> <li>• the item is kept in a locked covered boot or glove compartment;</li> <li>• all access points to the vehicle are closed and locked;</li> <li>• any extra security systems are turned on; and</li> <li>• there is evidence that forced and violent entry took place.</li> </ul> <p>Electrical or mechanical breakdown.</p> <p>2. Theft or attempted theft of an unattended pedal cycle away from the <b>home</b> unless the pedal cycle is either:</p> <ul style="list-style-type: none"> <li>• in a locked building; or</li> <li>• <b>secured</b> by a suitable chain and padlock (or cycle lock) to a post, cycle rack or immovable object.</li> </ul> <p><b>Loss or damage:</b></p> <ul style="list-style-type: none"> <li>• to mopeds or motorised pedal cycles where the motorised element is capable of speeds above 15.5mph</li> <li>• to pedal cycles being used or while practising for racing, pace making or testing of any kind;</li> <li>• to pedal cycles <b>you</b> do not keep at <b>home</b> when not in use; or</li> <li>• Caused by mechanical breakdown.</li> </ul> <p>Cuts, bursts or punctures to tyres.</p>

# Policy Conditions

These are the conditions of the insurance that **you** will need to meet as **your** part of the contract. If **you** do not, a claim may be rejected or a claim payment could be reduced. In some circumstances **your** policy may become invalid.

Please note that these conditions do not apply to Section 3 - **Family** Legal Expenses optional cover insurance and Section 4 - **Home** Emergency optional insurance cover which have their own policy conditions.

## 1. THE CONTRACT OF INSURANCE

This policy is a contract of insurance between **you** and **us**. The following elements form the contract of insurance between **you** and **us**, please read them and keep them safe:

- **your** policy wording booklet;
- **your schedule**;
- any endorsements on **your** policy, as set out in **your schedule**;
- any changes to **your home** insurance policy contained in notices issued by **us** at renewal;

In return for **you** paying **your** premium, **we** will provide the cover shown on **your schedule** on the terms and conditions of this policy booklet during the **period of insurance**.

**Our** provision of insurance under this policy is conditional upon **you** observing and fulfilling the terms, provisions, conditions and clauses of this policy.

## 2. INFORMATION YOU HAVE GIVEN US

In deciding to accept this policy and in setting the terms and premium, **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this policy as if it never existed and decline all claims. If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your** policy and any claim.

For example, **we** may:

- treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you**

with insurance cover which **we** would not otherwise have offered;

- amend the terms of **your** insurance which may impact how **we** deal with a claim;
- reduce the amount **we** pay. On valid claims **we** will pay in proportion to the premium that has been paid. For example, if **you** have paid half the premium **you** should have, then **we** will only pay half of **your** claim; or
- cancel **your** policy.

**We** will write to **you** if **we**:

- intend to treat **your** policy as if it never existed; or
- need to amend the terms of **your** policy.

If **you** become aware that the information **you** have given **us** is inaccurate, **you** must inform **us** as soon as possible. **Your schedule** and **statement of insurance** show the cover **you** have selected. The choices **you** have made will depend on **your** personal circumstances. **You** should check **your schedule** and **statement of insurance** carefully to ensure **you** have the level of cover **you** require.

## 3. CHANGES

**We** have relied on the answers that **you** gave which has allowed **us** to assess the chance of **you** suffering a loss, based on statistics that **we** have gathered over many years. The information allowed **us** to decide what premium to charge **you** and what conditions should apply to **your** cover.

If any of the answers were incorrect or have changed and **you** have not received **our** written agreement to the change or extra information, **your** policy may not be valid. If the policy is not valid, **you** cannot make a claim. As a guide, here are a few examples of changes that **you** must tell **us** about as soon as possible. The list does not cover all possible changes.

# Policy Conditions

- if **you** change **your** address;
- if **you** or **your family** receive a conviction, or are prosecuted (except for motoring offences where a prison sentence has not been served);
- if **you** commence any conversions, extensions, renovations or structural work to **your buildings** (Please note: Painting, decorating, tiling, internal joinery, electrical work, plastering, window replacement, installation of central heating or replacement of bathroom and/or kitchen fixtures and fittings do not need to be disclosed);
- about any changes to **your buildings** that will increase the rebuilding costs;
- about any increase in the value of **your contents** or **personal belongings**;
- if someone other than a member of **your family** comes to live with **you**; and
- if **your home** will be **unoccupied** for more than 60 days in a row.

Please remember that if **you** do not tell **us** about changes, it may affect any claim **you** make. These changes may result in a change to **your** premium and/or **excess** or **we** can no longer provide **you** with insurance cover.

## 4. THE LAW THAT APPLIES

This contract is written in English and all communications about it will be in English. Unless **we** have agreed otherwise, this contract of insurance will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England.

## 5. RIGHTS OF THIRD PARTIES

Nothing contained in this contract gives anyone else any rights under the Contracts (Rights of Third Parties) Act 1999 or any legislation that amends the Act.

## 6. OTHER INSURANCES

If **you** have any other insurance policies that cover the same loss, damage or liability as this policy, **we** will only pay **our** share of any claim.

## 7. PRECAUTIONS

**You** must take care to:

- keep **your home** in a good state of repair; and

- avoid or limit any loss, damage or injury.

## 8. SECURITY

**We** may insist that **your home** meets **our** minimum security requirements and **our** Minimum Standards of Security **endorsement**, detailed below will apply to **your** policy. If **we** do apply the **endorsement**, it will be stated on **your schedule**.

### **MSS1: minimum standards of security endorsement**

**We** will not pay for loss or damage caused by theft, attempted theft or malicious damage unless **your home** meets the following minimum security requirements:

- **Your** final exit door, any other external doors, sliding doors, patio doors and double leaf French doors are fitted with a 5 lever mortise deadlock conforming to BS3621, a rim automatic deadlock or a multi-point locking system;
- All externally accessible windows are fitted with key operated window locks or key operated handles (Windows are considered to be externally accessible if they can be accessed from outside **your home** without a ladder or by climbing from a nearby flat roof).

## 9. CANCELLING THE POLICY AND THE COOLING-OFF PERIOD

**You** have 14 days from when **you** receive **your** policy documents or enter into this contract, whichever is later, to contact **Uinsure** if **you** want to cancel **your** policy. This is known as a cooling-off period. If **you** cancel **your** policy during this period of time, provided **you** have not made a claim, **we** will refund **your** full premium and **policy administration fee**. **You** may cancel **your** policy any time after the cooling-off period by contacting **Uinsure**. As long as **you** have not made a claim, **we** will refund **your** premium for the time that was left on **your** policy, but not the **policy administration fee**. If any claim has been made during the period of cover provided, **you** must pay the full annual premium and **you** will not be entitled to any refund.

**We** or anyone **we** authorise can cancel this policy at any time by sending **you** fourteen days' notice in writing. **We** will send the notice to the last known address **we** have for **you**. As long as **you**

# Policy Conditions

have not made a claim, **we** will refund **you** for the time that was left on **your** policy. If any claim has been made during the period of cover provided, **you** must pay the full annual premium and **you** will not be entitled to any refund. **We** will only cancel this insurance for a valid reason.

Examples include:

- non-payment of premium;
- non-cooperation or failure to supply any information or documentation **we** request; or
- threatening or abusive behaviour or the use of threatening or abusive language.

**We** or anyone **we** authorise can also cancel this policy at any time without any notice, if any change in risk means that **we** can no longer provide **you** with insurance cover.

As long as **you** have not made a claim, **we** will refund **you** for the time that was left on **your** policy. If any claim has been made during the period of cover provided, **you** must pay the full annual premium and **you** will not be entitled to any refund.

For cancellation of Section 3 – **Family** Legal Expenses, please see page 89 of **your** policy.

For cancellation of Section 4 – **Home** Emergency Cover, please see page 119 of **your** policy.

## Important Note

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

## 10. FRAUDULENT CLAIMS

**We** will not pay for any claim that is in any way fraudulent or exaggerated, or if **you** or anyone acting for **you** uses fraud to get benefits under the policy. If **you** do, **we** will cancel the policy from the date of the fraudulent act and **we** will not refund any premiums. **We** will also inform the Police of the circumstances relating to the fraudulent act.

**We** reserve the right to recover any amounts already paid for claims upon the discovery of

fraud.

## 11. FINANCIAL SANCTIONS

**We** will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation. If any such prohibition or restriction takes effect during the **period of insurance we** may cancel this policy immediately by giving **you** written notice at **your** last known address. If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **period of insurance**, provided no claims have been paid or are outstanding.

## 12. INDEX-LINKING

**Your** insurer estimates rebuild costs for **your home** and the renewal premium will be calculated on the adjusted sum insured. **Your schedule** will show the blanket sum insured for which **you** are covered. The sum insured will be adjusted periodically in line with a recognised index and will continue to be following any loss, destruction or damage during the period required for reinstatement or repair. The most **we** will pay for any claim is shown on **your policy schedule**.

## 13. LANGUAGE

The contractual terms and conditions and other information relating to this contract will be in the English language.

## 14. LAPSED POLICY WARNING

In some situations (for example, if **you** live in an area likely to **flood**) if **you** decide not to renew **your** policy with **us**, **you** may find it difficult to arrange alternative cover or start a new policy with **us** at a later date. To avoid any breaks in **your** cover, **you** should make sure **your** new insurance application has been accepted before **your** current policy expires.

## 15. RENEWAL

For **your** convenience and protection **we** will write to **you** in good time before the end of the **period of insurance** confirming next year's premium, any changes to **your** policy and whether **you** need to contact **us** to complete **your** renewal.

**Uinsure** may annually review **your** policy, including **your** insurer and **your** renewal price, and will write to **you** prior to **your** renewal date,

# Policy Conditions

confirming any change in **your** insurer or policy terms and conditions.

## **16. SEVERAL LIABILITY CLAUSE**

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

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

# Section 3 - Family Legal Protection (optional)

(This section applies only if shown in the schedule)

Throughout section 3 there are certain words printed in bold. These words have special meanings which are shown below.

## ADVERSE COSTS

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

## ADVISER

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

## ADVISERS' COSTS

Reasonable legal or accountancy fees and disbursements incurred by the **Adviser**.

## CONDITIONAL FEE AGREEMENT

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

## CONFLICT OF INTEREST

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

## CONTRACT OF EMPLOYMENT

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

## COSTS

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

## DAILY RATE

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

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

## DATA PROTECTION LEGISLATION

The relevant **Data Protection Legislation** in force within the **Territorial Limits** where this cover applies at the time of the **Insured Event**.

## EMPLOYEE

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

## EXCESS

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

## INSURER

AmTrust Specialty Limited.

## 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 terms of this insurance.

## 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.

## LEGAL ACTION(S)

The pursuit or defence of civil legal cases for damages or injunctions, the defence of criminal prosecutions to do with **Your** employment and 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

**We** will pay up to £100 per hour plus VAT up to a **Maximum Amount Payable** in respect of an **Insured Event** which is £150,000.

# Section 3 - Family Legal Protection (optional)

(This section applies only if shown in the schedule)

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.

## PERIOD OF INSURANCE

This insurance provides cover for the same period covered by the insurance product or benefit to which it attaches. For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn

## STANDARD ADVISERS' COSTS

The level of **Advisers' Costs** that would normally be incurred in using a specialist panel solicitor or their agents as defined in the **Maximum Amount Payable** and may, at **Our** discretion, vary from time to time.

## STANDARD BASIS OF ASSESSMENT

The basis of assessment of **costs** of litigation where the court will only allow **costs** which are proportionate to the matters in issue and resolve any doubt which it may have as to whether or not **costs** were reasonably incurred or reasonable and proportionate in amount in favour of the paying party.

## TERRITORIAL LIMITS

The United Kingdom.

## 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** and is permanently resident at the property covered under the household insurance to which this cover attaches. Cover also applies to that person's family members normally resident with them including **Your** children who may not be resident with **You** for part of the year due to their attendance at university or college. 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 **Your** death.

This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by the **Insurer**, 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 **Advisers' Costs** as detailed under the separate sections of cover, less any **Excess**, up to the **Maximum Amount payable** where: -

1. The **Insured Event** takes place in the **Period of Insurance** and within the **Territorial Limits** and;
2. The **Legal Action** takes place in the **Territorial Limits**.

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

# Section 3 - Family Legal Protection (optional)

(This section applies only if shown in the schedule)

WHAT WE CAN COVER FOR YOU	WHAT WE CANT COVER FOR YOU
<p><b>CONSUMER PURSUIT</b></p> <p><b>Costs</b> to pursue a <b>Legal Action</b>, arising from an <b>Insured Event</b>, following a breach of a contract <b>You</b> have for buying or renting goods or services for <b>Your</b> private use. The contract must have been made after <b>You</b> first purchased this insurance unless <b>You</b> have held this or equivalent cover with <b>Us</b> or another <b>insurer</b> continuously from or before the date on which the agreement was made.</p> <p><b>PERSONAL INJURY</b></p> <p><b>Costs</b> to pursue a <b>Legal Action</b>, arising from an <b>Insured Event</b>, following an accident resulting in <b>Your</b> personal injury or death against the person or organisation directly responsible.</p> <p>If the <b>Legal Action</b> is going to be decided by a court in England or Wales and the damages <b>You</b> are claiming are above the small claims track limit, the <b>Adviser</b> must enter into a <b>Conditional Fee Agreement</b> which waives their own fees if <b>You</b> fail to recover the damages that <b>You</b> are claiming in the <b>Legal Action</b> in full or in part. If the damages <b>You</b> are claiming are below the small claims track limit <b>Advisers' Costs</b> will not be covered but <b>You</b> can access the legal helpline for advice on how to take <b>Your</b> case further.</p> <p><b>PROBATE</b></p> <p><b>Costs</b> to pursue legal proceedings within the <b>Territorial Limits</b> by <b>You</b> in respect of a probate dispute involving the will of <b>Your</b> deceased parents or grandparents, children, step-children or adopted children where <b>You</b> are contesting a will as a named beneficiary or as a member of a class of beneficiaries with an immediate interest.</p> <p><b>CONSUMER DEFENCE</b></p> <p><b>Costs</b> to defend a <b>Legal Action</b>, arising from an <b>Insured Event</b>, brought against <b>You</b> following a breach of a contract <b>You</b> have for selling <b>Your</b> own personal goods. The contract must have been made after <b>You</b> first purchased this insurance unless <b>You</b> have held this or equivalent cover with <b>Us</b> or another <b>insurer</b> continuously from or before the date on which the agreement was made.</p>	<p><b>Claims:</b></p> <ul style="list-style-type: none"> <li>• Where the amount in dispute is less than £125 plus VAT; or</li> <li>• For and/or in any way related to professional negligence; or</li> <li>• Arising from a dispute with any government, public or local authority.</li> </ul> <p><b>Claims:</b></p> <ul style="list-style-type: none"> <li>• Arising from medical or clinical treatment, advice, assistance or care;</li> <li>• For stress, psychological or emotional injury unless it arises from You suffering physical injury; or</li> <li>• For illness, personal injury or death caused gradually and not caused by a specific sudden event.</li> </ul> <p><b>Claims:</b></p> <ul style="list-style-type: none"> <li>• In respect of any dispute or costs where a will has not been previously made or concluded or cannot be traced.</li> </ul> <p><b>Claims:</b></p> <ul style="list-style-type: none"> <li>• Where the amount in dispute is less than £125 plus VAT; or</li> <li>• Arising from a dispute with any government, public or local authority.</li> </ul>

# Section 3 - Family Legal Protection (optional)

(This section applies only if shown in the schedule)

WHAT WE CAN COVER FOR YOU	WHAT WE CAN'T COVER FOR YOU
<p><b>PROPERTY INFRINGEMENT</b></p> <p><b>Costs</b> to pursue a <b>Legal Action</b>, arising from an <b>Insured Event</b>, for nuisance or trespass against the person or organisation infringing <b>Your</b> legal rights in relation to <b>Your</b> main home.</p> <p><b>TAX</b></p> <p><b>Standard Advisers' Costs</b>, arising from an <b>Insured Event</b>, incurred by an accountant if <b>You</b> are subject to an <b>HM Revenue and Customs Full Enquiry</b> into <b>Your</b> personal Income Tax position, provided that the <b>Insured Event</b> arises on the date that <b>You</b> or <b>Your Adviser</b> are contacted, either verbally or in writing, by the relevant department of HM Revenue &amp; Customs advising <b>You</b> of either dissatisfaction with <b>Your</b> returns, or amounts paid, or giving notice of intention to investigate. This cover applies only if <b>You</b> have:</p> <ul style="list-style-type: none"> <li>Maintained proper, complete, truthful and up to date records;</li> <li>Made all returns at the due time without having to pay any penalty;</li> <li>Provided all information that the HM Revenue and Customers reasonably requires.</li> </ul> <p><b>EMPLOYMENT DISPUTES</b></p> <p><b>Standard Advisers' Costs</b> to pursue a <b>Legal Action</b> brought before an Employment Tribunal (or its equivalent in Scotland and Northern Ireland) against an employer or ex-employer for breach as an <b>Employee</b> of <b>Your</b>: -</p> <p>(a) <b>Contract of Employment</b>; or</p> <p>(b) legal rights under employment laws.</p>	<p><b>Claims:</b></p> <ul style="list-style-type: none"> <li>Where the nuisance or trespass started within the first 180 days after <b>You</b> first purchased this insurance unless <b>You</b> have held equivalent cover with <b>Us</b> or another <b>insurer</b> continuously for a period of at least 180 days leading up to when the nuisance or trespass first started.</li> <li>In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.</li> </ul> <p><b>Claims:</b></p> <ul style="list-style-type: none"> <li>Where deliberate misstatements or omissions have been made to the authorities;</li> <li>For accountancy fees which relate to <b>Your</b> business trade or profession;</li> <li>Where income has been under- declared because of false representations or statements by <b>You</b>;</li> <li>For <b>Standard Advisers' Costs</b> for any amendment after the tax return has initially been submitted to the HM Revenue and Customs.</li> </ul> <p><b>Claims:</b></p> <ul style="list-style-type: none"> <li>Where the breach of contract occurred within the first 90 days after <b>You</b> first purchased this insurance unless <b>You</b> have held equivalent cover with <b>Us</b> or another <b>insurer</b> continuously for a period of at least 90 days leading up to when the breach first occurred.</li> <li>For a dispute with an employer or ex-employer unless it is pursued in an Employment Tribunal (or its equivalent in Scotland and Northern Ireland);</li> <li>For <b>Standard Advisers' Costs</b> of any disciplinary investigatory or grievance procedure connected with <b>Your Contract of Employment</b> or the costs associated with</li> </ul>

# Section 3 - Family Legal Protection (optional)

(This section applies only if shown in the schedule)

WHAT WE CAN COVER FOR YOU	WHAT WE CAN'T COVER FOR YOU
<p><b>SCHOOL ADMISSION DISPUTES</b></p> <p><b>Standard Advisers' Costs</b> 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 <b>Your</b> child or children being refused entry at the state school of <b>Your</b> choice.</p> <p><b>MOTOR PROSECUTION DEFENCE</b></p> <p><b>Standard Advisers' Costs</b> to defend a <b>Legal Action</b>, arising from an <b>Insured Event</b>, in respect of a motoring offence, arising from <b>Your</b> use of a vehicle. Pleas in mitigation are covered where there is a 51% or greater prospect of such a plea materially affecting the likely outcome.</p> <p><b>JURY SERVICE</b></p> <p><b>We</b> will pay a <b>Daily Rate</b> for the duration <b>You</b> are off work while attending jury service for each whole day of such attendance providing these <b>costs</b> are not recoverable from <b>Your</b> employer or the court.</p>	<p>any settlement agreement;</p> <ul style="list-style-type: none"> <li>Where the breach of contract is alleged to have commenced or to have continued after termination of <b>Your</b> employment;</li> <li>For an allegation of less favourable treatment between men and women in terms of pay and conditions of employment; or</li> <li>For any hearing fees and issue fees which <b>You</b> may be required to pay in order to bring a claim at an Employment Tribunal (or it's equivalent).</li> </ul> <p><b>Claims:</b></p> <ul style="list-style-type: none"> <li>Arising where examinations or other selection criteria are part of the acceptance process;</li> <li>Where the process for appealing against the decision to refuse a place at the school has not been adhered to; or</li> <li>Where the child has been suspended, expelled or permanently excluded from another school.</li> </ul> <p><b>Claims:</b></p> <ul style="list-style-type: none"> <li>For alleged road traffic offences where <b>You</b> did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving whilst under the influence of alcohol or non-prescribed drugs, or prescription medication where <b>You</b> have been advised by a medical professional not to drive;</li> <li>For <b>Standard Advisers' Costs</b> where <b>You</b> are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy; or</li> <li>Parking offences which cannot lead to points on <b>Your</b> licence.</li> </ul>

# Section 3 - Family Legal Protection (optional)

(This section applies only if shown in the schedule)

WHAT WE CAN COVER FOR YOU	WHAT WE CAN'T COVER FOR YOU
<p><b>We</b> will pay 50% of the <b>Daily Rate</b> for each additional half day <b>You</b> are off work while attending jury service providing these <b>costs</b> are not recoverable from <b>Your</b> employer or the court.</p> <p><b>TENANCY DISPUTE</b>  <b>Costs</b> to pursue a <b>Legal Action</b>:-            a) Following <b>Your</b> unlawful eviction from a property occupied by <b>You</b> under an Assured Shorthold Tenancy. Cover under this section applies to <b>Your</b> permanent place of residence only;            b) Against a landlord following a material breach of a tenancy agreement. The 'material breach' is a breach which has resulted in, or if not rectified is likely to result in the property being unfit for habitation;  <b>We</b> will provide this cover as long as the eviction happens within the <b>Period of Insurance</b> and within the <b>Territorial Limits</b>.</p> <p><b>PERSONAL IDENTITY FRAUD</b>  <b>Costs</b> arising from Identity Fraud:            a) To defend <b>Your</b> legal rights and/or take reasonable steps to remove County Court Judgments against <b>You</b> that have been obtained by an organisation from which <b>You</b> are alleged to have purchased, hired or leased goods or services. Cover is only available if <b>You</b> deny having entered into the contract and allege that <b>You</b> 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 <b>Your</b> name or which are seeking monies or have sought monies from <b>You</b> as a result of Identity Fraud;            c) In order to liaise with credit referencing agencies and all other relevant organisations on <b>Your</b> behalf to advise that <b>You</b> have been the victim of Identity Fraud; <b>You</b> must agree to be added to the CIFAS Protection Register if <b>We</b> recommend it.</p>	<p><b>Claims</b></p> <ul style="list-style-type: none"> <li>Where the dispute occurs within the first 90 days after <b>You</b> first purchased this insurance unless <b>You</b> held equivalent cover with <b>Us</b> or another <b>insurer</b> continuously for a period of at least 90 days leading up to when the dispute first occurred;</li> <li>To do with the non-payment of rent;</li> <li>To defend any legal proceedings against <b>You</b>;</li> <li>For a dispute with any local authority, public authority or government department; or</li> <li>Where the cost of resolving the problem is £250 or below.</li> </ul> <p><b>Claims:</b></p> <ul style="list-style-type: none"> <li>Where <b>You</b> have not been the victim of <b>Identity Fraud</b>;</li> <li>Where <b>You</b> did not take action to prevent <b>Yourself</b> from further instances of Identity Fraud following an <b>Insured Incident</b>;</li> <li>Where the <b>Identity Fraud</b> has been carried out by somebody living with <b>You</b>; or</li> <li>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.</li> </ul>

# Section 3 - Family Legal Protection (optional)

(This section applies only if shown in the schedule)

## GENERAL EXCLUSIONS

1. There is no cover where:
  - **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
  - **You** do not have the relevant section of cover in place
  - An estimate of **Advisers' Costs** of acting for **You** is more than the amount in dispute
  - **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
  - **Your** insurers refuse to accept this insurance policy as valid or refuse indemnity
2. There is no cover for:
  - Claims over loss or damage where that loss or damage is insured under another insurance
  - Claims made by or against **Uinsure, Davies Group, URIS Group, the Insurer, the Adviser or Us**
  - Any claim **You** make which is false or fraudulent or exaggerated.
  - Defending **Legal Actions** arising from anything **You** did deliberately or recklessly
  - **Adviser's Costs** if **Your** claim is part of a group claim or will be affected by or will affect the outcome of other claims
3. There is no cover for any claim directly or indirectly arising from:
  - A dispute between **You** and someone **You** live with or have lived with
  - **Your** business trade or profession other than as an **Employee**
  - An application for a judicial review
  - Defending or pursuing new areas of law or test cases

## 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.

## SANCTION LIMITATION AND EXCLUSION CLAUSE

The **Insurer** will not cover or be liable to pay any claim or provide any benefit under this section of **Your** insurance if doing so would expose it to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

## CYBER ATTACK EXCLUSION

The **Insurer** will not pay for any loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme malicious code, **Computer Virus** or process or any other electronic system. This exclusion applies unless cover for Costs is specifically allowed for in the Sections of Cover above.

## IMPORTANT POLICY CONDITIONS

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

### Prospects of Success

There must be a 51% or greater 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 a 51% or greater 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**

# Section 3 - Family Legal Protection (optional)

(This section applies only if shown in the schedule)

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.

## GENERAL CONDITIONS

### Cancellation

#### Giving the Insurer all the important information

When the **Insurer** accepts **Your** application for this insurance, it relies on the information **You** give. **You** must take reasonable care to give full answers to the questions asked when **You** take out, or make changes to, **Your** policy. If the information provided by **You** is not complete and accurate **Your** cover might be affected and:

- the **Insurer** might cancel **Your** policy and refuse to pay any claim or
- the **Insurer** might not pay any claim in full.
- We will write to **You** if the **Insurer**:
- intends to cancel **Your** policy; or
- needs to amend the terms of **Your** policy; or
- needs **You** to pay more for **Your** insurance.

If **You** become aware that information **You** have given is incomplete or inaccurate, **You** must tell **Us**.

### Freedom of Choice

**You** can choose **Your** own **Adviser** to act for **You** when it is likely that court proceedings might need to be started. If **You** do this, **We** will only pay **Standard Advisers' Costs** up to the **Maximum Amount Payable** (which We have the right to change from time to time).

**You** may cancel this insurance at any time by writing to **Uinsure**, Customer Services, PO Box 1189, Doncaster, DN1 9RP or emailing customers@Uinsure.co.uk, providing fourteen days 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 valid claim under this insurance and do not intend to make a claim under this insurance. If **you** cancel this insurance after the first 14 days, **you** will not receive a refund for this section.

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

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

### Claims

**You** must notify claims as soon as 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.

a. **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.

b. **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. Where it is necessary to start court proceedings or a **Conflict of Interest** arises, and **You** wish to nominate a legal representative to act for **You**, **You** may do so. Where **You** have elected to use a legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**. The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment which are available on request.

c. The **Adviser** will:

- i. Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained.

# Section 3 - Family Legal Protection (optional)

(This section applies only if shown in the schedule)

- 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 there shall be no further cover for **Advisers' Costs** 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 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 any **Advisers' Costs** if **You** withdraw from the **Legal Action** without **Our** prior consent. Any costs 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 their own cost.

## Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'Customer Services Information'), any dispute between **You** and **Us** shall 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.

## 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 51% or greater 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.

## Proportionality

**We** will only pay **Advisers' Costs** that are proportionate to the amount of damages that **You** are claiming in the **Legal Action**. **Advisers' Costs** in **excess** of the amount of damages that **You** are able to claim from **Your** opponent will not be covered.

## 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.

## 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.

## English Law and Language

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

## Change in Law

Cover under this policy is based on laws and regulations in force at the time that it was written.

# Section 3 - Family Legal Protection (optional)

(This section applies only if shown in the schedule)

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.

## CUSTOMER SERVICES INFORMATION

### How to make a claim

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

### Legal Helpline

Use the 24 hour advisory service for telephone advice on any private legal problem of concern to **You** or any member of **Your** household.

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 a claim form. If **Your** problem is not covered under this insurance, the help line may be able to offer **You** assistance under a private funding arrangement. Simply telephone 0161 524 9517 and quote "Uinsure Family Legal Expenses Insurance".

### Additional Legal Services

In this package **Our** aim is to provide a wide ranging insured legal service. Inevitably there are areas where it is not possible to insure legal expenses, in particular those which everybody at some time faces, but which are nevertheless often expensive and sometimes unexpected. Examples are:

- Legal expenses arising from the sale or purchase of the home and re-mortgaging
- Divorce and child custody issue

## PRIVACY AND DATA PROTECTION NOTICE

(For the purpose of this Privacy and Data Protection Notice only, '**We**' means Arc Legal Assistance and the **Insurer**)

## Data Protection

**We** will keep **your** personal information safe and private. There are laws that protect **Your** privacy and **We** follow them carefully. Under the laws, **We** are the company responsible for handling **Your** information (Data Controller). Here is a simple explanation of how **We** use **Your** personal information. For more information visit AmTrust's website at <https://amtrustinternational.com/dpn> or Arc's website at [www.arclegal.co.uk](http://www.arclegal.co.uk)

## What we do with your personal information

**We** might need to use the information **We** have about **You** for different reasons.

For example, **We** might need it:

- to run through **Our** computerised system to decide if **We** can offer **You** this insurance.
- to help **You** if **You** have any queries or want to make a claim.
- to provide **You** with information, products or services if **You** ask **Us** to.
- for research or statistics.

**We** will need it:

- to provide this insurance.
- to contact **You** to ask if **You** want to renew it.
- to protect both **You** and **Us** against fraud and money laundering.
- to comply with the law and any regulations that apply.

There are some types of personal information that are extremely private/ sensitive and important such as information about **Your** health or any criminal convictions **You** might have. **We** might need this kind of information to decide if **We** can offer **You** this insurance or to help **You** with a claim. **We** will only use this information for these specific reasons and in line with regulatory conditions.

**We** might need to share **Your** information with other companies or people who provide a service to **Us**, or to **You** on **Our** behalf. They include companies that are part of **Our** group, people **We** work with, insurance brokers, **Our** agents, reinsurers, credit agencies, medical professionals, insurance reference bureaus, fraud detection agencies, regulatory authorities and anyone else **We** might need to share it with by law. **We** will only share **Your** information with them if **We** need to and if it is allowed by law.

Sometimes **We** might need to send your information to another country outside of the UK and the EEA (European Economic Area) so that it can be

## Section 3 - Family Legal Protection (optional)

(This section applies only if shown in the schedule)

processed, (stored etc). **We** currently send it to the USA and Israel. **We** make sure that **Your** information is always kept safely and treated in line with the law and this notice.

**You** can tell **Us** if **You** do not want **Us** to use **Your** information for marketing. **You** can also ask us to provide **You** with the information **We** have about **You** and, if there are any mistakes or updates, **You** can ask **Us** to correct them. **You** can also ask **Us** to delete **Your** information (although there are some things **We** cannot delete). **You** can also ask **Us** to give **Your** information to someone else involved in **Your** insurance. If **You** think **We** did something wrong with **Your** information, **You** can complain to the local data protection authority.

**We** will not keep **Your** information longer than **We** need to. **We** will usually keep it for 10 years after **Your** insurance ends unless **We** have to keep it longer for other business or regulatory reasons

If **You** have any questions about how **We** use **Your** information, **You** can contact **Our** Data Protection Officer.

### CUSTOMER SERVICES INFORMATION

**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 yet 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.

## Section 3 - Family Legal Protection (optional)

(This section applies only if shown in the schedule)

**Our** contact details are:

 Arc Legal Assistance Ltd, PO Box 8921,  
Colchester, CO4 5YD

 Phone: 01206 615000

 Email: customerservice@arclegal.co.uk

The Financial Ombudsman Service contact details are:

 Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

 Phone: 0800 023 4567 or 0300 123 9123

 Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

### Compensation

The **Insurer** is covered by the Financial Services Compensation Scheme (FSCS). If the **Insurer** fails to carry out their responsibilities under this policy, **You** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by phone on 0800 678 1100 or 020 7741 4100.

### Authorisation

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

This policy is underwritten by AmTrust Specialty Limited, Registered Office: Exchequer Court, 33 St Mary Axe, London EC3A 8AA, Registered Number: 1229676.

AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. This can be checked on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

# Section 4 - Home Emergency Cover (optional)

(This section applies only if shown in the schedule)

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

## The purpose of this insurance

This insurance policy is designed to work alongside **your** household buildings or contents insurance policy. Whilst **we** are happy to help **you** in an **emergency** by finding a **contractor**, **we** aren't able to provide **you** with help relating to day-to-day maintenance of **your home** and its contents.

## How to make a claim

Major emergencies which could result in loss of life or serious damage to the **home** should be always be notified to the supply company and/or public **emergency** services immediately.

**Gas leaks must be notified to the National Gas Emergency Service immediately on 0800 111 999.**

Please look at **your** insurance policy and schedule to check **your** level of cover and have **your** policy number and intermediary's name to hand. This policy is designed to help **you** during an **emergency**. It will not cover situations that **you** do not tell **us** about within **48 hours** of the incident.

Call **our** helpline on 0161 524 1770. **Our** helpline is open 24/7, 365 days a year.

**We** will ask **you** some questions to check **your** identity and the details of **your emergency**. **We** will talk **you** through **your** cover and let **you** know what **we** will do next.

## Some Important Information

- If **we** accept **your** claim, the claims helpline will find a suitable **contractor** to come to **your home** and try to sort out the **emergency**. However, the **contractor** must be able to get into **your home** to carry out the **emergency repairs** and not be prevented by bad weather, industrial disputes or lack of public transport.
- The claims helpline service and tradesperson will use their discretion as to when and how the **emergency repairs** are carried out.

- The **contractor** will send an invoice for the cost of all the work that is covered by the insurance to **us**. **You** will be asked to pay the cost of;

- a. Call-out charges if there is no authorised adult available at the **home** at the time **our contractor** arrives to carry out the work.

- b. All charges above the claims limits or any work not covered by this insurance – **you** will be told about this before any work is carried out.

- c. Any extra costs for things that **you** ask for such as replacement parts or components which are of better quality than the original replacement parts or components..

- There may be times when replacement parts are unavailable, delayed or are no longer available because of circumstances beyond **our** control. If this happens **we** will make sure that **your home** is safe.

- If **you** call in the services of a **contractor** before **you** make contact with the Claims Helpline Service any costs incurred by **you** will not be covered by this insurance.

- **Your** claim will not be considered an **emergency** unless it is reported within 48 hours of discovery.

## WHAT YOU NEED TO KNOW

### Confirming Policy Details...Helping Us Help You

In some situations **we** might not be able to assess **your** claim or confirm that **your** policy covers it from the information and details provided by **you**. It might be necessary for **our contractor** to come to **your home**, assess the situation and provide **us** with a report. If this happens **you** will be asked to leave either credit or debit card details which may be debited if the cost of the call-out and any repairs carried out are not covered by this insurance. This will help **us** respond to **your emergency** without unnecessary delay and provides **you** with the choice to get **emergency** help at **your home** even if it's not covered by **your** policy.

# Section 4 - Home Emergency Cover (optional)

(This section applies only if shown in the schedule)

## Household Buildings and Contents

This insurance policy is designed to offer 24 hour help if **you** have a **home emergency**. It compliments but does not replace either **your** household buildings or contents insurance policy, and there may be times where **your** buildings or contents policy are a better route for cover. If the situation is not an **emergency** as defined in the policy wording, **you** should contact **your** buildings or contents insurance provider for help.

## How Your Cover Works

This policy covers **temporary repairs**, or a **permanent repair** where this can be done at a similar cost or where no **temporary repair** is available. If **our contractor** decides there is no temporary, permanent or economical repair available, then the **emergency** will not be covered by this insurance.

**Your emergency** must meet the definition of an **emergency** under the section of cover that **you** are claiming under.

## Maintenance of Your Home

**You** must keep **your home**, including fixtures and fittings, in good working order. This includes boilers which should be maintained/ serviced in accordance with the manufacturer's recommendations.

## Trace and Access

Sometimes the **contractor** might need to remove and/or damage parts of the **home**, fixtures and fittings in order to locate the source of the **emergency**. In these circumstances, **we** will not be responsible for any damage caused where this has been deemed as necessary by **our contractor** in order to complete a **temporary repair** (or a **permanent repair** where this can be done at a similar cost).

## Working Together

To enable **us** to give **you** the best possible claims service, **we** will need **your** full co-operation at all times. This may, at **your** own expense, include providing any evidence, documents or receipts that **we**, or **our** representative, ask of.

If **your home emergency** claim is accepted, **we** ask that **you** allow the **contractor** to have access to **your home** within 24 hours of the claim being reported to **us**. If **you** delay and/or prevent the

**contractor** from doing this **we** may not cover **you**.

There might be times where **our contractor** has to order parts that are not available straight away.

## Other Similar Insurance

If **you** claim under this policy for something which is also covered by another insurance policy that **you** have, **you** must give **us** full details of the other insurance policy. **We** will only pay **our** share of any claim.

## IMPORTANT AND DEFINED WORDS

The words or expressions shown below have the following meaning wherever they appear in this policy. They will be in bold type throughout for **your** reference.

### Claim limit(s)

The most **we** will pay for any one claim during the **Period of Insurance** as shown in the schedule.

### Contractor

A tradesperson authorised and instructed by the Claims Helpline Service to undertake **emergency repairs**.

### Data Protection Legislation

The data protection laws in force in the countries where this cover applies at the time of the **emergency**.

### Emergency repairs

Work carried out by an authorised **contractor** to sort out the **emergency** by completing a **temporary repair**. **We** will only complete a **permanent repair** where this can be done at a similar cost, or where there is no **temporary repair** available, up to the claim limit shown in this policy.

### Home

**Your** main permanent place of residence within the territorial limits which is a private dwelling used for domestic purposes. It does not include garages, gardens, outbuildings and swimming pools. However, garages and outbuildings that are attached and/or accessed via the **home** will be included for section 8 **Pests**.

# Section 4 - Home Emergency Cover (optional)

(This section applies only if shown in the schedule)

## Insured Person, You, Your

The person who has paid the premium and is named in the schedule as 'the **insured person**'.

## Insurer

This insurance is administered by Arc Legal Assistance and underwritten by AmTrust Specialty Limited.

## Intermediary

The regulated person or company that **you** have appointed to arrange this insurance for **you**.

## Period of Insurance

The commencement (start) and expiry (end) dates shown in the schedule.

## Primary Heating System

The main central heating and hot water systems. This does not include any form of renewable energy systems, non-domestic central heating boilers or source.

## Schedule

The document which shows the specific details of **your** insurance. This wording and the schedule together make up **your** insurance policy.

## Temporary Repair, Temporary solution

A repair or solution which will sort out an **emergency** for at least 72 hours. A **temporary repair** or solution will need to be replaced by a **permanent repair**.

## Terrorism

The use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.

## Territorial Limits

The United Kingdom.

## Uneconomical

1. Where, in **our** opinion, it would not be worth completing a repair because of the further work that would be needed or the life expectancy of the appliance/equipment; or

2. Where the cost of the **emergency** repair (including parts and labour) is more than 75% of the cost of replacing the item as new.

## We, Us, Our

Arc Legal Assistance Ltd, who administer this product on behalf of the **insurer** AmTrust Specialty Limited.

# Section 4 - Home Emergency Cover (optional)

(This section applies only if shown in the schedule)

SECTION 1 - PLUMBING & DRAINAGE	
WHAT WE CAN COVER FOR YOU	WHAT WE CAN'T COVER FOR YOU
<p><b>Emergency repairs</b> following damage to or failure of the plumbing and drainage system which:</p> <ol style="list-style-type: none"> <li>Means that internal <b>flood</b> or water damage is a likely consequence;</li> <li>Means that <b>you</b> do not have access to a toilet <b>You</b> can use within <b>your home</b>; or</li> <li>Causes blocked external drains that are only <b>your</b> responsibility and within the boundary of the <b>home</b>, where this can be resolved by jetting or rodding.</li> </ol>	<ol style="list-style-type: none"> <li>The replacement of water tanks, cylinders, central heating radiators, toilets, taps and external pipes.</li> <li>Cracked sanitaryware, including, for example, cisterns, toilet bowls, sinks and baths.</li> <li>Blocked toilets and/or drains where this has been caused as a result of misuse or the internal workings of the flush.</li> <li>Saniflo systems or other macerator-based systems.</li> <li>Descaling and any work arising from hard water scale deposits.</li> <li>The repair of domestic and/or leisure equipment that is leaking water, other than from external fixed pipework.</li> <li>Where there is a leak from a shower, bath or sink when in use and there is another way of bathing or washing at the <b>home</b>.</li> <li>Where the leak can be contained providing <b>you</b> with enough time to arrange a repair privately.</li> </ol>
SECTION 2 - INTERNAL ELECTRICITY	
<p><b>Emergency repairs</b> following the electricity failure of at least one complete circuit which cannot be resolved by carefully resetting the fusebox and would not be more appropriately resolved by the regional network supplier.</p> <p>Please note, during claims assessment <b>you</b> may be asked to unplug all appliances and reset the circuit to rule out an appliance issue.</p>	<ol style="list-style-type: none"> <li>External lighting including security, <b>garages</b> and <b>outbuildings</b> and the replacement or adjustment of any light bulbs.</li> <li>Electricity supply to burglar/fire alarm systems, CCTV surveillance, or to swimming pools, the plumbing and filtration systems for swimming pools and any leisure equipment.</li> <li>Renewable energy systems.</li> <li>Where an appliance has caused a circuit to fail or trip.</li> </ol>
SECTION 3 - GAS SUPPLY	
<p>After the National Gas Emergency Service has visited <b>your home</b> and isolated <b>your</b> gas supply, emergency repairs will be carried out by a Gas Safe <b>contractor</b>, who will repair or replace the damaged section of internal gas supply pipe. <b>Our contractor</b> will also turn <b>your</b> gas supply back on.</p>	<ol style="list-style-type: none"> <li>Repair work to or the cost of replacing lead pipework.</li> <li>The interruption or disconnection of public</li> <li>services to the <b>home</b> however caused, or the failure, breakdown or interruption of the mains gas supply system.</li> <li>Any system which is not installed correctly, or which does not conform to any governing Gas Safe regulation or requirements.</li> <li>Any appliance.</li> </ol>

# Section 4 - Home Emergency Cover (optional)

(This section applies only if shown in the schedule)

<b>SECTION 4 - WATER SUPPLY</b>	
<p><b>Emergency repairs</b> following a complete loss of the water supply to the kitchen or the bathroom where no other water supply is available for bathing.</p>	<ol style="list-style-type: none"> <li>1. The interruption or disconnection of public services to the <b>home</b> however caused, or the failure, breakdown or interruption or the mains water supply system.</li> <li>2. Where <b>you</b> have access to a water supply in another bathroom.</li> <li>3. Descaling and any work arising from hard water scale deposits.</li> </ol>
<b>SECTION 5 - SECURITY</b>	
<p><b>Emergency repairs</b> following damage or failure of the following items which would render the main living area of the <b>home</b> insecure and easily accessible to intruders:</p> <ol style="list-style-type: none"> <li>a. External lock.</li> <li>b. External window.</li> <li>c. External door.</li> </ol>	<ol style="list-style-type: none"> <li>1. Internal locks, window locks, glass, external <b>garages</b> or <b>outbuildings</b>.</li> <li>2. Any damage caused by the <b>contractor</b> in gaining access to the <b>home</b>.</li> <li>3. Doors subject to swelling.</li> <li>4. Porch doors where there is another lockable door which prevents access to the main living areas of the <b>home</b>.</li> </ol>
<b>SECTION 6 - ACCESS TO HOME</b>	
<p><b>Emergency repairs</b> following the loss of the only available key to the <b>home</b> which cannot be replaced, and normal access cannot be obtained. <b>Our contractor</b> will gain access to the <b>home</b> and ensure it is left secure.</p>	<ol style="list-style-type: none"> <li>1. Any damage caused by the <b>contractor</b> in gaining access to the <b>home</b>.</li> </ol>
<b>SECTION 7 - PRIMARY HEATING SYSTEM</b>	
<p><b>Emergency repairs</b> following the complete breakdown of the <b>primary heating system</b> which:</p> <ol style="list-style-type: none"> <li>a. Results in the complete loss of heating and/or;</li> <li>b. Results in the complete loss of hot water.</li> </ol> <p>Please note, it is a legal requirement that a Gas Safety check is completed once every 12 months for a tenanted <b>property</b>. A copy of the most recent Gas Safety Certificate must be made available prior to attendance or once the <b>contractor</b> arrives on site. Failure to produce a valid certificate issued in the past 12 months will result in <b>your</b> claim being withdrawn and <b>you</b> will be responsible for any costs incurred.</p>	<ol style="list-style-type: none"> <li>1. Boilers that are over 15 years old or over 238,000 btu net input (70 Kilowatt).</li> <li>2. Lighting of boilers, the correct operation, routine adjustment of time, temperature controls or the replacement of batteries.</li> <li>3. Any form of renewable energy systems.</li> <li>4. Powerflushing or descaling.</li> <li>5. The replacement of water tanks, cylinders and central heating radiators.</li> <li>6. Where there is another hot water source available for bathing, including, for example, an immersion heater or electric shower.</li> <li>7. Intermittent faults where this cannot be identified at the time of the <b>contractor's</b> attendance.</li> <li>8. Lack of maintenance or neglect by <b>you</b> (<b>you</b> may be asked to reserve funds if <b>your</b> boiler has not been serviced in line with the manufacturer's instructions).</li> <li>9. Where a boiler can be operated manually to resolve the loss of hot water and/or heating.</li> </ol>

# Section 4 - Home Emergency Cover (optional)

(This section applies only if shown in the schedule)

SECTION 8 - PESTS	
<p><b>Emergency repairs</b> following an infestation as a result of the following Pests in and/or attached to the <b>home</b> and there is clear evidence of the infestation.</p> <ul style="list-style-type: none"><li>a. Wasps' nests.</li><li>b. Hornets' nests.</li><li>c. Mice.</li><li>d. Rats.</li><li>e. Cockroaches.</li></ul>	<p>Repeat claims where <b>you</b> have failed to follow previous guidance from <b>us</b> or the <b>contractor</b> to prevent continued or further infestation.</p> <p>Pest infestations where <b>you</b> have not taken reasonable hygiene measures to prevent contamination.</p> <p>The removal of bees and bee hives. Bees are not seen as pests and therefore cannot be treated in the same way as hornets or wasps. If <b>you</b> have a swarm, or bees in the structure of <b>your home</b>, <b>you</b> should contact the British Beekeepers Association for guidance: <a href="http://www.bbka.org.uk">www.bbka.org.uk</a>.</p>
SECTION 9 - ROOFING	
<p><b>Emergency repairs</b> following missing, broken or loose tiles causing internal water damage.</p> <p><b>We</b> will ask a <b>contractor</b> to attend when it is safe for them to do so. They will complete a temporary repair to stop the immediate damage, but requests for permanent repairs should be made to <b>your</b> building &amp; <b>contents</b> insurance provider.</p>	<ul style="list-style-type: none"><li>1. Damage to flat roofs over 10 years old.</li><li>2. Damages where the roof has not been satisfactorily maintained.</li><li>3. Costs that should be shared proportionately across all responsible parties.</li><li>4. Any access costs, including, for example, scaffolding and articulated lifts.</li></ul>
SECTION 10 - OVERNIGHT ACCOMMODATION	
<p>Overnight accommodation only where it has not been possible to resolve the emergency following an accepted claim for <b>Emergency Repairs</b> by a contractor under another section of the policy and the <b>home</b> is rendered uninhabitable in the opinion of the Claims Helpline Service.</p>	<ul style="list-style-type: none"><li>1. The cost of any food and drink <b>you</b> have purchased.</li><li>2. The cost of any parking incurred.</li><li>3. The cost of travel.</li><li>4. The cost of entertainment.</li></ul>
SECTION 11 - ALTERNATIVE HEATING	
<p><b>We</b> shall pay up to £50 towards the cost of alternative heating sources where these are deemed necessary in the event a claim has occurred under Section 7. Payment is subject to an original receipt and the <b>primary heating system</b> not being reinstated.</p>	
SECTION 12 - BOILER REPLACEMENT CONTRIBUTION	
<p><b>We</b> shall contribute up to £500 towards the cost of a brand-new like for like replacement upon production of an original receipt for payment. This section will not be operative unless <b>we</b> or the <b>contractor</b> declare the boiler to be <b>uneconomical</b> to repair, following an accepted claim under Section 7.</p>	

# Section 4 - Home Emergency Cover (optional)

(This section applies only if shown in the schedule)

## GENERAL EXCLUSIONS

**We** shall not be liable for costs arising from or in connection with:

1. Circumstances known to **you** prior to the date this insurance began.
2. Any system and/or equipment, including boilers and facilities, which have not been properly installed or maintained in accordance with the manufacturer's instructions.
3. Any claims arising from or relating to appliances.
4. Any system, which has been incorrectly used or modified, or has been tampered with.
5. General wear and tear.
6. Failure or damage caused by faulty or defective design of pipework including, for example, delamination found in pitch fibre pipe construction.
7. Any claim where an engineer has previously identified that remedial or maintenance work is required to prevent a future breakdown and the recommend work has not been completed.
8. Any system which is faulty or inadequate as a result of any inherent or recurring manufacture or design defect.
9. Replacement or adjustment to any decorative or cosmetic part of any equipment.
10. **Garages, outbuildings**, leisure equipment, cesspits, septic tanks, swimming pools or fuel tanks unless appropriately covered under the Pests section of this policy.
11. Wilful act or omission, lack of maintenance or neglect by **you**.
12. Claims in the 7 days immediately following **your** first occupation of the home or claims in the 7 days immediately following **your** reoccupation of the home where the home has been left **unoccupied** for 30 consecutive days or more.
13. Materials or labour charges covered by manufacturers, suppliers or installers guarantee or warranty.
14. Any other costs or damage that are directly or indirectly caused by the event that led **you** to **your** claim, unless specifically stated in the policy.
15. Claims arising within the first 48 hours from the date this insurance began unless **you** held equivalent insurance immediately prior to the date this policy began.
16. Claims under Section 12 arising within the first 30 days from the date this insurance began unless **you** held equivalent insurance immediately prior to the date this policy began.
17. Any costs that would be more appropriately recovered under any other insurance.
18. Circumstances which are not sudden or unforeseen.
19. Circumstances where **we** have gone beyond **your** insurance policy's claim limit or policy cover.
20. Claims where **our contractor** has advised there is no emergency repair available.
21. Any direct or indirect liability, loss or damage caused:
  - a) to equipment because it fails correctly to recognise data representing a date in a way that it does not work properly or at all; or
  - b) by **computer viruses**.
22. Any claim or expense of any kind caused directly or indirectly by:
  - a) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning or nuclear fuel; or
  - b) the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.
23. Any loss or damage caused by any sort of war, invasion or revolution.
24. Any loss or damage caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound.
25. Any loss, damage, liability, cost or expense of

# Section 4 - Home Emergency Cover (optional)

(This section applies only if shown in the schedule)

any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism.

26. Any loss or damage from the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme malicious code, **Computer virus** or process or any other electronic system.

## GENERAL CONDITIONS

### Giving us all the important information

When **your** application for this insurance is accepted, the **insurer** will rely on the information **you** give. **You** must take reasonable care to provide complete and accurate answers to the questions asked when **you** take out, or make changes to, **your** policy. If the information provided by **you** is not complete and accurate the extent of cover may be affected and:

- The **insurer** may cancel **your** policy and refuse to pay any claim or
- The claim might not be paid in full.

**We** will write to **you** if the **insurer**:

- intends to cancel **your** policy; or
- needs to amend the terms of **your** policy; or requires **you** to pay more for **your** insurance.

If **you** become aware that information **you** have given is incomplete or inaccurate, **you** must inform **us**.

### Claims

Telephone conversations may be recorded in case **you** (or **we**) need a record of what has been said.

When asking for help **you** must contact the Claims Helpline Service. If **you** contact the **contractors** directly, the work will not be covered.

There might be times when replacement parts are unavailable, delayed or are no longer available because of circumstances beyond **our** control. If this happens **we** will make sure that **your home** is safe and, if needed the **contractor** will provide **you** with a quotation for a suitable repair.

Please note that if **you** should use the services of a **contractor** before **you** to make contact with the Claims Helpline Service **you** will be responsible for any costs.

If there is a major emergency which could result in serious damage or serious injury **you** must contact the supply company and/or the public emergency services immediately. Gas leaks must be reported to

the local gas company immediately.

### Keeping the terms & conditions

**You** must comply with the terms and conditions of this insurance or **we** won't have to pay any claim.

### Recovery of Costs

**We** may take proceedings (which **we** will pay for) in **your** name to recover any sums paid under this insurance.

### Fraudulent or Exaggerated Claims

If any claim made by **you**, or anyone acting on **your** behalf, under this insurance is fraudulent, deliberately exaggerated or intended to mislead, **we** may:

- not pay **your** claim; and
- recover (from **you**) any payments **we** have already made in respect of that claim; and
- cancel **your** insurance from the time of the fraudulent act; and
- inform the police of the fraudulent act.

If **we** cancel **your** insurance from the time of the fraudulent act, **we** will not pay any claim for any **incident** which happens after that time and may not return any of the insurance premium(s) already paid.

### Sanctions

The **insurer** will not provide cover and/or be liable to pay any claim or provide any benefit under this insurance if doing so would expose them to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

### AMTRUST SPECIALTY LIMITED AND ARC LEGAL ASSISTANCE

### Privacy and Data Protection Notice

(For the purpose of this Privacy and Data Protection Notice only, '**We**' means Arc Legal Assistance and the **Insurer**)

### Data Protection

**We** will keep **your** personal information safe and private. There are laws that protect **Your** privacy and **We** follow them carefully. Under the laws, **We** are the company responsible for handling **Your** information (Data Controller). Here is a simple explanation of how **We** use **Your** personal information. For more information visit AmTrust's website at <https://amtrustinternational.com/dpn> or

# Section 4 - Home Emergency Cover (optional)

(This section applies only if shown in the schedule)

Arc's website at [www.arclegal.co.uk](http://www.arclegal.co.uk)

## What we do with your personal information

**We** might need to use the information **We** have about **You** for different reasons.

For example, **We** might need it:

- to run through **Our** computerised system to decide if **We** can offer **You** this insurance.
- to help **You** if **You** have any queries or want to make a claim.
- to provide **You** with information, products or services if **You** ask **Us** to.
- for research or statistics.

**We** will need it:

- to provide this insurance.
- to contact **You** to ask if **You** want to renew it.
- to protect both **You** and **Us** against fraud and **money** laundering.
- to comply with the law and any regulations that apply.

There are some types of personal information that are extremely private/ sensitive and important such as information about **Your** health or any criminal convictions **You** might have. **We** might need this kind of information to decide if **We** can offer **You** this insurance or to help **You** with a claim. **We** will only use this information for these specific reasons and in line with regulatory conditions.

**We** might need to share **Your** information with other companies or people who provide a service to **Us**, or to **You** on **Our** behalf. They include companies that are part of **Our** group, people **We** work with, insurance brokers, **Our** agents, reinsurers, credit agencies, medical professionals, insurance reference bureaus, fraud detection agencies, regulatory authorities and anyone else **We** might need to share it with by law. **We** will only share **Your** information with them if **We** need to and if it is allowed by law.

Sometimes **We** might need to send **your** information to another country outside of the UK and the EEA (European Economic Area) so that it can be processed, (stored etc). **We** currently send it to the

USA and Israel. **We** make sure that **Your** information is always kept safely and treated in line with the law and this notice.

**You** can tell **Us** if **You** do not want **Us** to use **Your** information for marketing. **You** can also ask **us** to provide **You** with the information **We** have about **You** and, if there are any mistakes or updates, **You** can ask **Us** to correct them. **You** can also ask **Us** to delete **Your** information (although there are some things **We** cannot delete). **You** can also ask **Us** to give **Your** information to someone else involved in **Your** insurance. If **You** think **We** did something wrong with **Your** information, **You** can complain to the local data protection authority.

**We** will not keep **Your** information longer than **We** need to. **We** will usually keep it for 10 years after **Your** insurance ends unless **We** have to keep it longer for other business or regulatory reasons

If **You** have any questions about how **We** use **Your** information, **You** can contact **Our** Data Protection Officer.

## Contracts (Rights of Third Parties) Act 1999

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

## Notices

Any letter or notice concerning this insurance will be considered to be properly issued if it is sent to the last known address of the person intended to receive it.

## Take Care

**You** must take care to maintain the **home** and its equipment in good order and take all necessary precautions to prevent loss, damage or unnecessary costs.

Where a **Temporary solution** or repair has been carried out, it will be **your** responsibility to carry out repairs or work to permanently resolve the cause of the emergency. If **you** don't carry out the permanent repair **we** will not appoint a **contractor** to carry out any more emergency repairs.

## Cancellation

**Your** right to cancel:

**You** may cancel this insurance at any time by

# Section 4 - Home Emergency Cover (optional)

(This section applies only if shown in the schedule)

writing to **Uinsure**, Customer Services, PO Box 1189, Doncaster, DN1 9RP or emailing customers@uinsure.co.uk, providing fourteen days 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 valid claim under this insurance and do not intend to make a claim under this insurance. If **you** cancel this insurance after the first 14 days, **you** will not receive a refund for this section.

The **Insurer's** right to cancel:

The **insurer** can cancel the insurance by giving 14 days' notice in writing to **you** at the address shown on the **schedule**, or alternative address given by **you**. **You** will be entitled to a refund of premium proportionate to the unexpired term of this insurance if **you** have not made, and do not intend to make, a claim

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

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

## Claims Helpline Service

All potential claims must be reported to the Claims Helpline Service for advice and support.

Emergency Claims Helpline Number: 0161 524 1770

Calls to the helpline will be charged at **your** standard rates.

**We** will not accept responsibility if the Helpline services fail for reasons beyond **our** control.

## Law

This policy shall be governed by the laws of England and Wales and subject to the non-exclusive jurisdiction of the courts of England.

## IF YOUR COMPLAINT IS ABOUT THE ADMINISTRATION OF YOUR POLICY OR A CLAIM

Please contact **us**:

Write to **us**: Arc Legal Assistance Ltd  
PO Box 8921  
Colchester  
CO4 5YD

Email **us** at: customerservice@arclegal.co.uk

Call **us** on: 01206 615000

Please ensure **you** have **your** policy number whenever **you** contact **us**.

**We** will contact **you** within three days of receiving **your** complaint to let **you** know what action **we** are taking. **We** will try to resolve the problem and provide a response within four weeks. If it will take longer than four weeks **we** will explain the current position and let **you** know when **you** can expect a response.

If **you** are unhappy with the response to **your** complaint, or **you** have not received a response within 8 weeks of the date **your** complaint was received, **you** may be eligible to refer **your** case to the Financial Ombudsman Service, who can review complaints from 'eligible complainants', but **you** must do so within 6 months of receiving a final response from, or on behalf of, the **insurer**. Further information can be found at:

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The Financial Ombudsman Service exists to help resolve complaints when the insurer has not been able to resolve matters to **your** satisfaction and the service they provide is free and impartial. Their contact details are as follows:

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

Telephone: 0800 023 4567 (calls to this number are free on mobile phones and landline) or 0300 123 9123 (Calls to this number cost no more than calls to 01 and 02 numbers.)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

This complaints procedure does not affect **your** legal rights.

## Section 4 - Home Emergency Cover (optional)

(This section applies only if shown in the schedule)

### **Compensation**

The **insurer** is covered by the Financial Services Compensation Scheme (FSCS). If it fails to carry out its responsibilities under this policy, **you** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by phone on 0800 678 1100 (freephone) or 020 7741 4100.

### **Authorisation**

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

This policy is underwritten by AmTrust Specialty Limited, Registered Office: Exchequer Court, 33 St Mary Axe, London EC3A 8AA, Registered Number: 1229676.

AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. This can be checked on the Financial Services Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

M&S

Other things you  
need to know

# What to do if you have a complaint

**Our** aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

If **you** have any questions about **your** policy **you** should in the first instance contact **Uinsure**, PO Box 1189, Doncaster, DN1 9RP or call **Uinsure** on 0344 844 3844.

If **you** have any questions regarding **your** claim, in the first instance please contact **your** claims handler whose details will be shown in **your** claims documentation (please include **your** policy number and **your** claim number if appropriate).

In the event that **you** wish to make a complaint, **you** can do so at any time by following the procedure below:

If **your** complaint is about the way **your** policy was sold to **you**, please contact **your** financial adviser to report **your** complaint.

If **your** complaint relates to Section 1 - **Buildings** or Section 2 - **Contents**, **you** can call **us** on 0344 844 3844 or write to **us** at the address below (please include **your** policy number and claim number if appropriate).

**Uinsure** Customer Services, PO Box 1189, Doncaster, DN1 9RP

If appropriate **we** will pass **your** complaint on to **your** insurer as detailed on **your** **Schedule**.

If **your** complaint relates to Section 3 - **Family** Legal Expenses, please contact the Customer Services Advisor at Arc Legal Assistance Ltd, Lodge House, Lodge Lane, Langham, Colchester, CO4 5NE; or

If **your** complaint relates to section 4, **Home** Emergency, please contact the Customer Service Department at ArcLegal Assistance Ltd, PO Box 8921, Colchester, CO4 5YD.

Alternatively, **you** can email **your** complaint to [customerservice@arclegal.co.uk](mailto:customerservice@arclegal.co.uk) or phone 01206 615 000 (lines are open Monday to Friday 9am to 5pm).

## SERVICE STANDARDS

**We** will try to resolve **your** complaint by the end of the third working day. If **we** are unable to do this, **we** will write to **you** within three working days to either:

- Tell **you** what **we** have done to resolve the problem; or
- Acknowledge **your** complaint and let **you** know

when **you** can expect a full response.

**We** will always aim to resolve **your** complaint within eight weeks of receipt. If **we** are unable to do this **we** will give **you** the reasons for the delay and indicate when **we** will be able to provide a final response.

## FINANCIAL OMBUDSMAN SERVICE

If **you** remain dissatisfied with the outcome of **your** complaint, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service within 6 months of receiving **our** final response letter to **you**.

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and business providing financial services. **You** can find more information on the Financial Ombudsman Service at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

**You** can ask the Financial Ombudsman Service to review **your** complaint if for any reason **you** are still dissatisfied with **our** final response, or if **we** have not issued **our** final response within eight weeks from **you** first raising the complaint.

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

Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

Tel: 0800 023 4567 or 0300 123 9123

## FINANCIAL SERVICES COMPENSATION SCHEME

**We** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the FSCS if **we** are unable to meet **our** obligations to **you** under this insurance.

If **you** are entitled to compensation from the FSCS, the level and extent of the compensation will depend on the nature of this insurance. Further information about the FSCS is available on their website: [www.fscs.org.uk](http://www.fscs.org.uk) or **you** can write to them at PO Box 300, Mitcheldean, GL17 1DY.

# Privacy Notice

As an insurance product provider, **we** will need to collect personal information about **you**, and possibly **your family**, to arrange and administer **your** policy, and to handle any claims that **you** may make.

**Your** right to privacy is important to **us** and **we** are committed to keeping it protected. This Privacy Notice which will explain how **we** use the personal information **we** collect about **you** and how **you** can exercise **your** data protection rights. This Privacy Notice will help **you** understand the following:

## HOW DO WE COLLECT YOUR PERSONAL INFORMATION?

There are a number of ways in which **we** may collect **your** personal information.

If **you** have received a quote or purchased this policy from a financial adviser, **your** financial adviser will have provided **us** with **your** personal information on **your** behalf.

**We** may also collect personal information directly from **you**:

- via enquiry, registration and claim forms;
- via feedback forms and forums;
- when **you** purchase any of **our** products or services;
- when **you** fill out a survey, or vote in a poll on **our** website;
- through quotes and application forms;
- via **our** telephone calls with **you**, which may be recorded;
- when **you** provide **your** details to **us** either online or offline; and
- through **our** use of cookies. **You** can find out more about this in **our** cookies policy which can be found at <https://www.uinsure.co.uk>

**We** may also collect **your** personal information from:

- publicly available sources of information, such as social media and networking sites;
- third party databases made available to the insurance industry, as well as databases where **you** have given **your** permission to share information with a third party like **us**;
- credit reference agencies; and
- any other policyholders or anybody authorised by **you** to provide **us** with **your** personal information.

## WHAT PERSONAL INFORMATION DO WE COLLECT?

The information **we** collect will depend on the type of insurance policy that **you** wish to receive a quote for and whether or not **you** purchase the policy.

Below are the types of information that **we** would typically collect from **you**:

- contact details such as **your** name, email address, postal address and telephone number;
- details of any other persons included on **your** policy;
- identification information such as **your** date of birth;
- financial information such as bank details, credit card details and information obtained as a result of any credit checks that **we** may undertake;
- information relevant to **your** insurance policy such as details about **your** property, previous insurance policies or claims;
- information relevant to **your** claim or **your** involvement in the matter giving rise to a claim;
- information about the nature of **your** business and commercial assets;
- **your** marketing preferences; and
- any other information that **we** may ask **you** or that **you** provide to **us**.

In certain circumstances **we** may also use information about **your** health but **we** will only do this where allowed by law or if **you** give **us your** consent.

## HOW DO WE USE YOUR PERSONAL INFORMATION?

**We** will use **your** personal information to:

- assess **your** application or renewal for an insurance quote;
- submit **your** application to **our** panel of insurers to enable them to provide **you** with a quote;
- verify the information provided;
- confirm **your** identity;
- assess **your** financial standing;
- prevent fraud;
- complying with **our** legal or regulatory obligations;
- improve **our** products, services, training and security;
- resolve any complaints **you** may have;
- administer and maintain **your** policies;

# Privacy Notice

- assist **you** with claims and enquiries;
- maintain **your** insurance records; and
- facilitate **our** quality and compliance monitoring.

## LEGAL GROUNDS FOR PROCESSING YOUR PERSONAL INFORMATION

Data protection laws require **us** to meet certain conditions before **we** are allowed to use **your** personal information in this Privacy Notice. To use **your** personal information, **we** will rely on one or more of the following grounds:

Performance of contract:

**We** need to use **your** personal information in order to provide **you** with the policy (which is a contract of insurance between **you** and **us**), and perform **our** obligations under it (such as making payments to **you** in respect of a claim made under the policy);

Consent:

In certain circumstances, **we** may need **your** consent unless authorised by law in order to use personal information about **you** which is classed as "special categories of personal data" **You** will always be given a choice over the use of **your** personal data for marketing purposes.

Necessity to establish, exercise or defend legal claims:

If **you**, or **we**, bring a legal claim against the other, **we** may use **your** information in either establishing **our** position, or defending ourselves in relation to that legal claim;

Compliance with a legal obligation:

Where laws or regulations may require **us** to use **your** personal information in certain ways; and

Legitimate Interests:

**We** will also process **your** personal information where this processing is in **our** "legitimate interests". When relying on this condition, **we** are required to carry out a balancing test of **our** interests in using **your** personal information. The results of these automated decision-making processes may limit the products and services **we** can offer **you**. If (for example, carrying out market research), against the interests **you** have as a citizen and the rights **you** have under data protection laws. The outcome of this balancing test will determine whether **we** can use **your** personal information in the ways described in this Privacy Notice. **We** will always act reasonably and give full and proper consideration to **your** interests in carrying out this balancing test.

## AUTOMATED DECISION MAKING

Before **we** can offer **you** an insurance product or service, **we** may need to conduct the following activities, which involve automated (computer based) decision-making:

- Pricing and underwriting – this process calculates the insurance risks based on the information that **you** have supplied. This will be used to calculate the premium **you** will have to pay;
- Credit Referencing – using the information given, calculations are performed to evaluate **your** credit rating. This rating will help **us** to evaluate **your** ability to pay for the quoted products and services; and
- Automated Claims – some small claims may qualify for automated processing, which will check the information **you** provide, resulting in a **settlement** or rejection of **your** claim.

The results of these automated decision-making processes may limit the products and services **we** can offer **you**. If **you** do not agree with the result, **you** have the right to request that **we** perform a manual reassessment using the same information that **you** originally provided.

## WHO MAY WE SHARE YOUR PERSONAL INFORMATION WITH?

**We** may share **your** personal information with:

- **your** relatives or, guardians (on **your** behalf where **you** are incapacitated or unable) or other people or organisations associated with **you** such as **your** financial adviser or **your** lawyer;
- other **insurers**, business partners, agents or carefully selected third parties providing a service to **us** or on **our** behalf, such as processing **our** mail, communicating with customers on **our** behalf, providing IT systems and administrative services, claims handling services and the development and improvement of **our** internal systems;
- credit reference agencies which **we** may use to check **your** credit history. Any checks completed by **us** when calculating a quotation are only visible to **you** (if **you** request a copy of **your** credit file at the credit reference agencies) and are not visible to other organisations. This type of credit reference check will not affect **your** credit file;
- premium finance companies should **you** choose to spread the cost of **your** policy into monthly instalments. Premium finance companies may use a credit reference agency to check **your** credit history and assess **your** application for credit. These searches will be visible to other

# Privacy Notice

organisations and could affect **your** credit file. Premium finance companies may also report the payment history of **your** account with them to credit reference agencies;

- organisations that have a specific role laid out in law, such as statutory bodies, regulatory authorities and other authorised bodies;
- other organisations where **we** have a duty to or are permitted to disclose **your** personal information by law, for example if **we** received a valid request from the police or other third party organisation in the interest of preventing and detecting crime;
- fraud prevention agencies and operators of registers available to the insurance industry to check information and prevent fraud;
- third parties **we** use to recover **money you** may owe **us** or to whom **we** may sell **your** debt;
- another company, if **our** business or part of it is bought or taken over by that company to make sure **your** insurance policy can continue to be serviced or as part of preliminary discussions with that company about a possible sale or take over;
- other companies or brands within the **Uinsure** group, for example, where **we** are unable to provide **you** with an insurance product **we** will check whether they have an insurance product, which may suit **your** needs;
- other companies when **we** are trailing their products and services which **we** consider may improve **our** services to **you** or **our** business processes; or
- other third parties if **you** have given **us your** permission to do so, or there is sufficient reason to believe they are acting on **your** behalf.

Sometimes **your** personal information may be sent to other parties outside of the UK and/or European Economic Area (EEA) in connection with the purposes set out above. **We** will take all reasonable steps to ensure that **your** personal information is treated securely and in accordance with this Privacy Notice, and in doing so may rely on certain “transfer mechanisms” such as the EU-US Privacy Shield, and the standard contractual clauses approved by the European Commission. If **you** would like further information please contact **us**.

Under this Privacy Notice **we** may be required to transfer all of **your** data to another provider when requested by M&S unless **you** inform **us** otherwise. **You** will be given 30 days’ notice and details of where **your** data will be transferred and how **you** can opt out if **you** wish.

## HOW LONG WILL WE KEEP YOUR INFORMATION?

**We** will only keep **your** personal information for as long as reasonably necessary to fulfil the relevant purposes set out in this Privacy Notice and in order to comply with **our** legal and regulatory obligations. The time period **we** retain **your** personal information for will differ depending on the nature of the personal information and what **we** do with it. How long **we** keep personal information is primarily determined by **our** regulatory obligations. **We** typically keep quote information for 3 years, and policy and claims records for up to 7 years from the end of **our** relationship with **you**. In some cases, such as if there is a dispute or a legal action **we** may be required to keep personal information for longer.

## YOUR RIGHTS

**You** have a number of rights concerning the personal information **we** use. **You** may request that **we**:

- provide **you** with details of the personal information **we** hold about **you**. All requests are free of charge, although for requests for the provision of personal information **we** hold about **you we** reserve the right to charge a reasonable administrative fee where, **we** believe an excessive number of requests are being made. Wherever possible, **we** will respond within one month from receipt of the request, but if **we** do not, **we** will notify **you** of anticipated timelines ahead of the one month deadline.
- **Your** personal information can be provided in a structured, commonly used, machine readable form when asked;
- correct inaccurate or incomplete personal information held about **you**;
- erase **your** personal information where **you** believe it is no longer required;
- restrict the processing of **your** personal information. **You** have the right to ask that suppress processing **your** personal information. **We** will continue to store **your** personal information but will no longer process it;
- stop **your** personal information from being used for profiling, direct marketing or research purpose;
- **You** have rights in relation to automated decision making and profiling, to reduce the risk that a potentially damaging decision is taken without human intervention; and
- perform a manual reassessment using the same information that **you** originally provided if **we** have used automated decision making

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and profiling and this is likely to be potentially damaging.

Please note, in some cases even when **you** make a request concerning **your** personal information, **we** may not be required, or may not be able, to honour it, as this may result in **us** not being able to fulfil **our** legal and regulatory obligations, or there is a minimum statutory period of time for which **we** have to keep **your** information. If this is the case, **we** will let **you** know **our** reasons.

To make a request, please write to **us** at **Uinsure** Limited, PO Box 5524, Manchester, M61 0QR.

To ensure that **we** do not disclose **your** personal information to someone who is not entitled to it, when **you** are making the request **we** may ask **you** to provide **us** with **your** name, address, date of birth, policy number(s) and a copy of **your** photo identification.

## FURTHER INFORMATION

If **you** require further information on, or wish to complain about, the way that **we** use **your** personal information, please write to **us** at **Uinsure** Limited, PO Box 5524, Manchester, M61 0QR.

If **you** believe **we** have not complied with **our** obligations in relation to the handling of **your** personal information **you** have a right to submit a complaint to the Information Commissioner. For further information please visit <https://ico.org.uk/global/contact-us/>



# Contact numbers

Customer Service	<b>0161 524 6748</b>
Home Insurance Claims	<b>See policy schedule</b>
Home Emergency Claims	<b>0161 524 1770</b>
Family Legal Protection Claims	<b>0161 524 9517</b>

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