

INSURE AS U GO

- - MONTHLY HOME INSURANCE - -

Insure As U Go

Buildings & Contents Insurance

Policy Booklet

Welcome to Your Home Insurance Policy

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Introduction

Contract of Insurance

This **Policy** is a contract of insurance between **You** and **Us**, and is made up of this booklet and **Your Schedule**. It is based on the statements and information **You** gave **Us** or the information that was given on **Your** behalf when **You** applied for the insurance.

We used that information to assess the cover **We** would provide for **You** and to set the premium and **Policy** conditions **We** need for that cover.

You should read this **Policy** and **Your Schedule** together. Words with specific meanings are defined on Pages 10 to 12 & 25 to 27 of the **Policy**.

We agree to insure **You** under the terms and conditions set out in this **Policy** and the sections shown in the **Schedule** for loss, damage, injury or liability that happens during the **Period of Insurance**. **Your Schedule** tells **You** which sections of this **Policy** apply. There are also some general exclusions on page 19 that apply to the entire contract of insurance.

You agree to pay the premium and to keep to the conditions of the **Policy**.

Your Insurers

Insure as U Go Insurance is arranged by: T&R Direct with UK General Insurance Ltd on behalf of Ageas Insurance Limited, Registered in England No.354568. Registered Office: Ageas House, Tollgate, Eastleigh, Hampshire, S053 3YA.

With effect from 1st October 2013 the registered address of Ageas Insurance Limited is Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority.

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

This can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register or by calling them on 0800 111 6768.

Section 3 – Home Emergency and Section 4 – Legal Expenses are provided by ARAG plc, Registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol, BS8 1NN. ARAG plc is authorised to administer this insurance on behalf of the insurer Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof).

Claims Underwriting Exchange (CUE)

We may use **your** personal information to prevent crime. In order to prevent crime **we** may: share it with operators of registers available to the insurance industry to check information and prevent fraud. These include but are not limited to the Claims and Underwriting Exchange Register. **We** may pass your personal information to the operators of these registers, including but not limited to information relating to **your** insurance policy and any incident (such as an accident, theft or loss) to the operators of these registers.

Governing Law

This **Policy** shall be governed by and construed in accordance with the Law of England and Wales unless **Your** habitual residence is located in Scotland in which case the law of Scotland shall apply. In the event that **Your** residence is located in the Channel Islands the relevant law governing the Channel Islands shall apply.

For and behalf of UK General Insurance Ltd



Premium Collection

This **Policy** is a monthly **Policy**, which means that **Your Administrator** will collect a premium by [Direct Debit from **Your** bank account or where that fails/ Credit Card / Debit Card] on the first working day of each month and, subject to the successful collection of that premium, **We** will provide the cover detailed in this **Policy** wording for the month in which the premium has been collected. This insurance commences on the date shown on **Your Policy Schedule** and continues by periods of one month upon receipt of **Your** monthly premium. This insurance does not have a specified end date and cover will continue until either **You** or **Your Administrator** cancel the policy. However, should **You** fail to make a payment in any month, cover will cease with effect from the end of the month immediately before the date of the failed collection

If **You** change **Your** bank details **You** must let the **Administrator** know immediately so that they may amend their records. You must also advise the Administrator

if there is a change in the amount to be paid or the payment date, the person receiving the payment (the originator) must notify the customer in advance.

If the originator or the bank/building society makes an error, the cover provided by the policy will not be prejudiced customers can cancel a direct debit at *any time* by writing to their bank or building society.

GENERAL CONDITIONS – APPLICABLE TO ALL SECTIONS OF THIS INSURANCE

Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- a) supply accurate and complete answers to all the questions we or the administrator may ask as part of **your** application for cover under the policy;
- b) to make sure that all information supplied as part of **your** application for cover is true and correct;
- c) **tell us** of any changes to the answers **you** have given as soon as possible.

Failure to provide answers in-line with the requirement of the Act may mean that your policy is invalid and that it **does not operate** in the event of a claim

Duty of Care

You must take actions to prevent loss or damage to **Your** property and ensure that **Your Property** is maintained in a good state of repair. All protections installed for the protection of the **Building** must be regularly maintained and be in use when the **Building** is left unattended, or when any occupants have retired for the night.

Changes in Circumstances

You must notify **Us** of any change in **Your** circumstances and in particular the use of **Your Property**. **We** have the right to change the terms of **Your Policy** and / Monthly Premium Payments, by giving **You** not less than 60 days prior notice of the change taking effect.

Unoccupancy

1. If the **Buildings** as specified in the **Schedule** will be left unattended for 14 days or more, **You** must immediately ensure that the gas and water system is turned off and drained at the mains, or any heating system in place must be set to maintain a continuous minimum temperature of 14 degrees Celsius.

2. **You** must notify **Us** if the **Buildings** as specified in the **Schedule** are to become **Unoccupied** for more than 30 days in any single period.

Notice of Building Works

You must notify **Us** prior to the start of any conversions and extensions to any **Buildings** specified in the **Schedule**.

Cancellation

If **You** decide that for any reason, this **Policy** does not meet **Your** insurance needs then please return it to **Your Administrator** within 14 days of issue. On the condition that no claims have been made or are pending, **We** will then refund **Your** premium in full.

Thereafter **You** may cancel the insurance cover at any time by informing **Your Administrator**. Cover will cease at the end of the month immediately prior to the cancellation being received by **Us**, and for which a Monthly Premium Payment was received by **Us**.

In order to cancel **Your Policy**, please contact the **Administrator**; Insure As U Go

Address: 6 Concept Park, Innovation Close, Poole, Dorset, BH12 4QT

Tel: 08456730080

Email:enquiries@insureasugo.co.uk

We are entitled to cancel this insurance at any time by giving **You** not less than 14 days prior notice, except where **You** default on **Your** Monthly Premium Payment, in which case cover will cease with effect from the end of the month immediately before the date of the failed collection. However, if the originator or the bank/building society makes an error, the policy will not be prejudiced

Contracts (Rights of Third Parties Act)

No person, company or entity who is not party to this **Policy** shall have any rights to enforce any terms or

Conditions of this policy. This shall not affect the right or remedy of the third party that exists, or is available apart from this act.

Other Insurance

If **You** have any other insurance which covers the same loss, damage or liability, **We** will only pay **Our** share of any claim.

Changes in Circumstances

You must notify **Us** of any change in **Your** circumstances and in particular the use of **Your Property**.

**CLAIMS PROCEDURE AND CONDITIONS – APPLICABLE TO
SECTIONS 1 TO 2 OF THIS INSURANCE**

If You need to make a claim under this Policy, You must do the following:

- a) Provide **Us** with full details of **Your** claim as soon as possible after the event and always within 30 days. In the first instance, please contact **Our** claims management service;

Direct Group Property Services
PO Box 800
Halifax
HX1 9ET
0844 4124259

- b) Immediately notify the police following loss or damage by theft, attempted theft, malicious damage, violent disorder, riots or civil commotion and obtain the Crime Reference Number.
- c) Take all steps necessary to reduce further loss, damage or injury.
- d) Provide **Us** with all information and evidence, including written estimates and proof of ownership and value that **We** may request.
- e) Do not, under any circumstances effect full repairs without **Our** prior written consent.
- f) Under no circumstances must **You** admit any liability or responsibility or negotiate or settle any aspect of any claim without **Our** permission in writing.

On receipt of a notification of a claim, We may do the following:

- a) Enter any **Building** following loss or damage.
- b) Negotiate, defend or settle any claim made against **You**.
- c) Prosecute in **Your** name for **Our** benefit, any other person in respect of any claim **We** may have to pay.
- d) Appoint a loss adjuster to handle the claim on **Our** behalf.
- a) Arrange to repair the damage to the **Building** and/or any other property or item and handle any salvage appropriately.

UK General Insurance Ltd are an insurers agent and in the matters of a claim act on behalf of the insurer.

Claims will only be considered if **Your** Monthly Premium Payment has been paid from the commencement of this insurance, up to and including the month in which the claim occurred and there are no outstanding payment defaults.

Fraudulent / False Claims

If **You** make any claim knowing the claim to be false or fraudulent, this insurance shall become void and all claims shall be forfeited. **We** have the right to notify the Police, or other relevant authority or body of any such instances or circumstances.

CLAIMS PROCEDURE AND CONDITIONS – APPLICABLE TO SECTION 3 OF THIS INSURANCE

If You need to make a claim under section 3 – Home Emergency, You must do the following:

In the event of a **Home Emergency**:

1. Telephone 0844 826 1768 (lines are open 24 hours a day, 365 days a year) as soon as possible, providing **Us** with **Your** name, address, postcode, and the nature of the problem.
2. **We** will record **Your** details and then decide on the best course of action to limit **Your** loss and/or repair the damage. If the incident relates to an **Emergency** covered under this section, **We** will instruct a member of **Our** emergency contractor network. Poor weather conditions or remote locations may affect normal standards of service.
3. If **You** are claiming for alternative accommodation costs **You** must obtain **our** authority to incur costs before booking somewhere to stay. **You** will have to pay for the accommodation when **You** check out and send **Your** receipts to **Us** to be reimbursed.
4. It is important **You** notify **Us** as soon as possible of any claim, and do not call out **Your** own contractors as **We** will not pay their costs and it could stop **Your** claim being covered.
5. **You** must report any major emergency which could result in serious damage to the **Home** or injury, to the Emergency Services or the company that supplies the service.
6. Claims will only be considered if **Your Monthly Premium Payment** has been paid from the commencement of this insurance, up to and including the month in which the claim was made and there are no outstanding payment defaults.

CLAIMS PROCEDURE AND CONDITIONS – APPLICABLE TO SECTION 4 OF THIS INSURANCE

If You need to make a claim under section 4 – Home Emergency, you must do the following:

1. **You** must notify **Us** as soon as possible.
2. Under no circumstances should **You** instruct **Your** own lawyer or accountant as the **Insurer** will not pay any costs incurred without **Our** agreement.
3. **You** can request a claim form between 9am and 5pm Monday to Friday (except bank holidays) by telephoning 0117 917 1698 or by downloading one at www.arag.co.uk/newclaims.
4. **We** will issue **You** with a written acknowledgement within one working day of receiving **Your** claim form.
5. Within five working days of receiving all the information needed to assess the availability of cover under this section, **We** will write to **You** either:
 - confirming the appointment of a qualified representative who will promptly progress the claim for **You**; or
 - if the claim is not covered, explaining in full why and whether **We** can assist in another way.
6. When a lawyer is appointed they will try to resolve **Your** dispute without delay, arranging mediation whenever appropriate.
7. Matters cannot always be resolved quickly particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

8. Claims will only be considered if **your Monthly Premium Payment** has been paid from the commencement of this insurance, up to and including the month in which the claim was made and there are no outstanding payment defaults.

COMPLAINTS PROCEDURE & REGULATORY INFORMATION

Complaints procedure

It is the intention to give you the best possible service but if you do have any questions or concerns about this insurance or the handling of a claim you should follow the Complaints Procedure below:

Complaints regarding:

SALE OF THE POLICY

Please contact your agent who arranged the Insurance on your behalf.

If your complaint about the sale of your policy cannot be resolved by the end of the next working day, your agent will pass it to:

Customer Relations Department
UK General Insurance Limited
Cast House
Old Mill Business Park
Gibraltar Island Road
Leeds
LS10 1RJ
Tel: 0845 218 2685
Email: customerrelations@ukgeneral.co.uk

CLAIMS

Direct Group Property Services
Claims Department
PO Box 800
Halifax
HX1 9ET
Tel: 0844 4124259
Fax: 0844 412 4138

In all correspondence please state that your insurance is provided by UK General Insurance Limited and quote scheme reference 04840A and policy number for Insure As U Go.

HOME EMERGENCY AND LEGAL EXPENSES

ARAG plc
9 Whiteladies Road
Clifton
Bristol
BS8 1NN
Tel 0844 472 2938
Email: customerrelations@arag.co.uk

Should you remain dissatisfied you may be entitled to pursue your complaint further with Lloyd's. They can be reached in the following ways:

Policyholder & Market Assistance
Market Services
Lloyd's
Fidentia House
Walter Burke Way

Chatham Maritime
Kent
ME4 4RN
Tel 0207 327 5639
Fax 0207 327 5225
Email: complaints@lloyds.com

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This also applies if you are insured in a business capacity and have an annual turnover of less than €2million and fewer than ten staff. You may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,
South Quay Plaza,
183 Marsh Wall,
Docklands,
London, E14
9SR.

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

Compensation

Ageas Insurance Limited and Brit Syndicate 2987 at Lloyd's are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim. You can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.

Data Protection

Please note that any information provided to us will be processed by us and our agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties. We may also send the information in confidence for process to other companies acting on their instructions including those located outside the European Economic Area.

Home Insurance Policy - Definitions

The following definitions have the same meaning wherever they appear in **Your Policy** or **Schedule**:

Accidental Damage

Sudden and unexpected damage, occurring at a specific time and caused by external means.

Administrator Insure As U Go

Address: 6 Concept Park, Innovation Close, Poole, Dorset, BH12 4QT

Tel: 01202 307930

Email:enquiries@insureasugo.co.uk

Bedroom

A room used as or originally designed and built to be a **Bedroom** even if now used for another purpose.

Buildings

Used wholly, or partially as private dwelling(s) and including domestic outbuildings, garages, domestic fixed fuel oil tanks, drives, patios and terraces, walls, gates and fences, swimming pools, tennis courts and including fixtures and fittings owned by **You**, or for which **You** are legally responsible, all being situated at the address(es) in the **United Kingdom**.

Consequential Loss

Any other costs that are directly or indirectly caused by the event which led to **Your** claim unless specifically stated in this **Policy**.

Contents

Contents are defined as household furniture; fittings; **Personal Effects** and **Possessions** including **Valuables**, **Money**, cycles, plus TV aerials and masts which are the property of **You** or members of **Your Family** permanently residing with **You** or for which **You** are legally liable. **Contents** includes **Office Equipment** and office furniture used by **You** or **Your Family** for business or professional purposes up to £3,000 when in **Your Home**, owned by, or the legal responsibility of **You** or a member of **Your Family**.

Cost of Rebuilding

The full cost of reconstruction of the **Buildings** in the same form, size, style and condition as when new including the cost of complying with any government or local authority requirements, fees and associated costs, including Architect and Surveyor's Fees.

Credit Cards

Credit, cheque, debit, charge or cash cards held for personal or charitable purposes.

Endorsement(s)

A specific term, condition or variation to the **Policy**.

Excess

The first amount of any claim for which **You** are responsible.

Family

You, **Your** domestic partner and other relations that permanently reside with **You**.

Home

The **Property** shown at the address in the **Schedule**, fixtures and fittings that **You** are responsible for, and the **Property's** garages and outbuildings, all at the same address and all used by **You** for domestic purposes only. If there are no business visitors to the **Property** and no employees, one room may be used as an office. Unless **We** say otherwise in the **Schedule**, the main **Building** of **Your Property** must be made of brick, stone or concrete and have a slate, tile, metal or concrete roof.

Insured / You / Your

The person(s) as specified in the **Schedule**, or in the event of their death, their legally appointed representative.

Insurers / We / Us / Our

UK General Insurance Ltd, on behalf of Ageas Insurance Limited unless otherwise stated in the **policy**.

Money

Personal **Money** held for private purposes by **You or Your Family** including coin and bank notes used as legal tender, postal stamps (not in a collection), postal and money orders, cheques, including travelers cheques, saving and trading stamps, saving certificates and bonds, luncheon vouchers, travel tickets and gift tokens.

Monthly Premium Payments

The agreed amount payable by **You** by Direct Debit / Credit Card / Debit Card each month in order that cover remains in force under the terms and conditions of this **Policy** wording.

Office Equipment

Office furniture and office equipment, including computers, printers, typewriters, facsimile machines, photocopiers scanners and telephone answering machines, all used for business or professional purposes.

Period of Insurance This insurance commences on the date shown on **Your Policy Schedule** and continues by periods of one month upon receipt of **Your** monthly premium.

Policy

The **Policy** incorporates the **Policy** booklet, the **Schedule** and all terms, conditions and **Endorsements** of **Your** insurance contract with **Us**.

Personal Effects

Clothing or other items normally carried on or about **You**, excluding the following:-

Valuables, Money, household goods, pedal cycles, sports equipment, items relating to business, camping equipment.

Personal Possessions

Jewellery, watches, **Valuables, Money**, household goods, pedal cycles, sports equipment, items relating to business, camping equipment.

Property

The **Buildings** at the address(es) stipulated in the **Schedule**.

Schedule

The document which provides specific details of the insurance cover in force.

Sum Insured

The amount as shown in the **Schedule** and being the maximum amount **We** will pay in the event of any claim on this

Policy.

Uninsurable Risks

Wear and tear, depreciation, fungus, rot, vermin or insect damage, mechanical or electrical fault, process of cleaning, repairing, restoration, renovating or any gradually operating cause or process.

United Kingdom

Great Britain, Isle of Man, Channel Islands and Northern Ireland.

Unoccupied

The **Property** is deemed to be **Unoccupied** when it is not lived in by **You**. Unoccupancy is deemed to start from the date that **You** last vacated the **Property**, which may pre-date the inception of the insurance granted by this **Policy**.

Valuables

Articles made from precious metals, jewellery, watches, stamps, medals, **Money**, photographic equipment, furs, curios, works of art and home computer equipment.

Unfurnished

Without sufficient furniture and furnishings for normal living purposes.

Home Insurance Policy

SECTION 1 - BUILDINGS

(This section is included if shown on the Schedule)

We cover **Your Buildings** against loss or damage caused by the following insured perils:

1. Fire, smoke, explosion, lightning, or earthquake.

What is NOT covered

- a) loss or damage caused by any gradually operating cause.

2. Storm or flood.

What is NOT covered

- a) loss or damage caused by frost.
b) loss or damage to domestic fixed fuel-oil tanks in the open, drives, patios and terraces, gates and fences, swimming pools, tennis courts.
c) loss or damage caused by rising water table levels.

3. Escape of water or oil from any fixed water or heating installation, apparatus and pipes.

What is NOT covered

- a) loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more.
b) loss or damage to the apparatus and/or pipes from which water and/or oil has escaped.
c) loss or damage caused by gradual emission.
d) the first £250 of every claim, unless otherwise specified in the **Schedule**.

4. Theft or attempted theft caused by violent and forcible entry or exit.

What is NOT covered

- a) theft or attempted theft by any person lawfully on the **Property**.
b) loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more.
c) loss or damage caused by deception, unless deception is used solely to gain entry to **Your Property**.

5. Collision or impact by any animal, vehicle, aircraft or aerial devices and including items dropped from them.

6. Riot, civil commotion, labour and political disturbances.

7. Malicious damage or vandalism.

What is NOT covered

- a) loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more.
b) malicious damage or vandalism by person lawfully on the **Property**.

8. Subsidence, landslip or heave of the site upon which the Buildings stand.

What is NOT covered

- a) loss or damage caused by erosion of any coast or riverbank.
b) loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences, unless the main **Building** is damaged at the same time.
c) loss or damage caused by structural repairs, alterations, demolitions or extensions.
d) loss or damage arising from faulty or defective workmanship, designs or materials.
e) normal settlement, shrinkage or expansion.

SECTION 1 - BUILDINGS
(This section is included if shown on the Schedule)

- f) the first £1,000 of every claim, unless otherwise specified in the **Schedule**.
- g) loss or damage that originated prior to the start of this **Policy**.
- h) loss or damage caused by the movement of solid floors, unless the foundations beneath the floor are damaged at the same time and by the same cause.
- i) loss or damage to **Buildings** caused by the action of chemicals, or by the reaction of chemicals with any material which forms part of the **Buildings**

9. Falling trees, telegraph poles, lamp-posts, fixed aerials, dishes and masts.

What is NOT covered

- a) loss or damage caused by maintenance to trees.
- b) loss or damage to gates and fences.
- c) loss or damage to aerials, dishes and masts.

10. Accidental Damage to fixed glass, sanitary fixtures and ceramic hobs forming part of the Property.

What is NOT covered

- a) loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more.
- b) loss or damage caused by chipping, denting or scratching.

11. Accidental Damage to underground pipes, tanks, cables and services for which You are responsible.

What is NOT covered

- a) loss or damage due to wear and tear or gradual deterioration.
- b) loss or damage caused by faulty materials, design, workmanship or as a consequence of any alterations, renovations or repairs.

12. Cost of alternative accommodation incurred by You as a result of the Buildings becoming uninhabitable following loss or damage caused by any of the perils listed in Section 1 of this Policy.

What is NOT covered

- a) any amount in excess of 20% of the **Sum Insured** on the **Buildings** damaged.
- b) losses incurred in any period exceeding 12 months from the date that the **Property** became uninhabitable, unless shown otherwise in the **Schedule**.

13. Increased metered water charges incurred by You, which result from the escape of water, for which a successful claim has been made under Section 1, Peril 3 of this Policy.

What is NOT covered

- a) any amount in excess of £500 in any **Period of Insurance**.

14. Expenses incurred by You as a result of the removal of debris, compliance with Government or Local Authority requirements, architect and surveyor fees incurred in the reinstatement of the Building, following loss or damage caused by any of the perils listed in Section 1 of Your Policy.

What is NOT covered

- a) any fees charged in the preparation of a claim.

SECTION 1 - BUILDINGS
(This section is included if shown on the Schedule)

15. **Expenses incurred by You in locating the source and subsequent making good of damage, following loss or damage for which a successful claim has been made under Section 1, Peril 3 or Peril 12 of this Policy.**

What is NOT covered

- a) any amount in excess of £1,000.
- b) loss or damage to the apparatus from which water or oil has escaped.

16. **Purchaser's Interest**

If **You** have contracted to sell the **Buildings** and the purchaser has not insured the **Property** before completion, the purchaser will have the contractual right to benefit of Section 1 of this **Policy** between exchange of contracts (or missives in Scotland) and completion of the sale provided the purchaser completes the purchase.

17. **Replacement of Locks and Keys**

We will provide cover for replacement locks and keys if **Your** keys are lost or stolen or locks are damaged by a cause included in this section.

What is NOT covered

- a) any amount in excess of £500.

18. **Legal liability to the public, subject to a limit of indemnity of £2,000,000 (unless shown otherwise on the Schedule) in respect of all sums for which You are legally liable, as the owner of the Buildings, to pay as compensation for accidental death or injury to any person, or loss or damage to third party property, including defence costs and expenses incurred with our prior consent.**

What is NOT covered

- a) bodily injury or death to any person who is engaged in **Your** service, or is a member of **Your Family** or household.
- b) any claim arising directly or indirectly from the transmission of any communicable disease.
- c) damage to property under **Your** custody or control.
- d) any claim arising out of any profession, occupation or business, other than through private letting of the **Property**.
- e) any claim arising out of the ownership, possession or operation of:
 - i) any mechanically propelled vehicle (other than a private garden vehicle) operated within **Your Property**.
 - ii) any power operated lift (other than stair lifts)
 - iii) any aircraft or watercraft.
 - iv) a caravan, whilst being towed.
 - v) any dogs designated as dangerous under the Dangerous Dogs Act 1991.
- f) any claim arising out of pollution or contamination.
- g) any claim where **You** are entitled to indemnity under any other insurance.
- h) any cost or expense not agreed by **Us** in writing.

ADDITIONAL COVER
(This extension does not apply unless shown on the Schedule)

19. Accidental Damage to the Buildings in addition to the perils listed in paragraphs 1 to 12 of this section.

What is NOT covered

- a) loss or damage caused by **Uninsurable Risks**.
- b) loss or damage caused by vermin; fungus; insects or domestic pets.
- c) loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more.
- d) the cost of normal maintenance.
- e) loss or damage caused by wet or dry rot; faulty workmanship or design.
- f) loss or damage as a result of any **Building** alterations, renovations or repairs.
- g) loss or damage specifically excluded from cover under Section 1 or **General Exclusions** of this **Policy**

CONDITIONS THAT APPLY TO SECTION 1 – BUILDINGS

Index-linking Clause

Index linking will be calculated at month 10 of the contract, with the minimum 60 days notice given to the customer so that payments at the new rate can commence from the 13th month. The same process should be repeated every 12 months thereafter.

Basis of Claims Settlement

In the event of loss or damage to the **Buildings**, **We** will pay the full cost of reinstatement, as long as the **Buildings** are maintained in a good state of repair and they are insured for the full cost of reinstatement. If the **Buildings** have not been maintained in a good state of repair, **We** will make a deduction for wear and tear or gradual deterioration.

In respect of any claim made under this **Policy**, **Our** liability will:

- 1) not exceed the proportion that the **Sum(s) Insured** bears to the full cost of reconstruction of the **Property**, as shown in the **Schedule**.
- 2) not exceed the **Sum Insured** for the **Property**, as shown in the **Schedule**.

It is Your responsibility to ensure that, at all times the Buildings Sum Insured reflects the total cost of reinstatement and associated fees.

We will not pay for the cost of replacing or repairing any undamaged part(s) of the **Building** which forms part of a pair, set, suite or part of a common design.

We will not reduce the **Sum Insured** under this section following a claim, provided that **You** agree to carry out any recommendations which **We** make to prevent further loss or damage.

SECTION 2 – CONTENTS

(This section is included if shown on the Schedule)

We will cover **Your Contents** against loss or damage caused by the following insured perils:

1. Fire, smoke, explosion, lightning, or earthquake.

What is NOT covered

- a) loss or damage caused by any gradually operating cause.

2. Storm or flood.

What is NOT covered

- a) **Contents** in the open.
b) loss or damage caused by frost.
c) loss or damage to domestic fixed fuel-oil tanks in the open, drives, patios and terraces, gates and fences, swimming pools, tennis courts.
d) loss or damage caused by rising water table levels.

3. Escape of water or oil from any fixed water or heating installation, apparatus and pipes.

Including £500 of additional metered water charges incurred by **You** and resulting from any of the causes 1-9 of Section 2 of this **Policy**

What is NOT covered

- a) loss or damage whilst **Your Home** is **Unoccupied** for 30 days or more.
b) loss or damage to the apparatus and/or pipes from which water and/or oil has escaped.
c) loss or damage caused by gradual emission.
d) the first £250 of every claim, unless otherwise specified in the **Schedule**.

4. Theft or attempted theft caused by violent and forcible entry or exit.

What is NOT covered

- a) theft or attempted theft by any person lawfully on the **Property**.
b) loss or damage whilst the **Your Home** is **Unoccupied** for 30 days or more.
c) any amount in excess of £1000 in respect of **Contents** contained within locked detached domestic outbuildings and garages.
d) any amount in excess of £500 in respect of **Contents** contained within unlocked detached domestic outbuildings and garages.
e) any amount in excess of £500 in respect of flowers, plants, shrubs, trees and any growing matter not in pots or containers.
f) the **Excess** shown in **Your Schedule**.

5. Collision or impact by any animal, vehicle, aircraft or aerial devices and including items dropped from them.

6. Riot, civil commotion, labour and political disturbances.

7. Malicious damage or vandalism.

What is NOT covered

- a) loss or damage whilst **Your Home** is **Unoccupied** for 30 days or more.
b) Malicious damage or vandalism by any person lawfully on the **Property**.

SECTION 2 – CONTENTS
(This section is included if shown on the Schedule)

8. Subsidence, landslide or heave of the site upon which the Buildings stand.

What is NOT covered

- a) loss or damage caused by erosion of any coast or riverbank.
- b) loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences, unless the main **Building** is damaged at the same time.
- c) loss or damage caused by structural repairs, alterations, demolitions or extensions.
- d) loss or damage arising from faulty or defective workmanship, designs or materials.
- e) normal settlement, shrinkage or expansion.
- f) the first £1,000 of every claim, unless otherwise specified in the **Schedule**.
- g) loss or damage that originated prior to the start of this **Policy**.
- h) loss or damage caused by the movement of solid floors, unless the foundations beneath the floor are damaged at the same time and by the same cause.
- i) loss or damage to **Contents** caused by the action of chemicals or by the reaction of chemicals with any material which forms part of the **Buildings**.

9. Falling trees, telegraph poles, lamp-posts, fixed aerials, dishes and masts.

What is NOT covered

- a) loss or damage caused by maintenance to trees.
- b) loss or damage to gates and fences.
- c) loss or damage to aerials, dishes and masts.

10. Accidental Damage to mirrors, fixed glass, glass topped furniture and ceramic hobs.

What is NOT covered

- a) loss or damage whilst **Your Home** is **Unoccupied** for 30 days or more.
- b) loss or damage caused by chipping, denting or scratching.

11. Costs of alternative accommodation incurred by You, as a result of Your Home becoming uninhabitable following loss or damage caused by any of the perils listed in Section 2 of this Policy.

What is NOT covered

- a) any amount in excess of 20% of the **Contents Sum Insured**.
- b) losses incurred in any period exceeding 12 months from the date that the **Property** became uninhabitable, unless shown otherwise in the **Schedule**.

12. Deep Freezer Contents

We will pay up to the £500 for food in a domestic deep freezer in the **Home** made unfit for human consumption by a change in temperature within the freezer cabinet or contamination by refrigerant or refrigerant fumes.

What is NOT covered

- a) loss or damage from fridges/freezers over 10 years from new.
- b) loss caused by deliberate act of the supply authority

SECTION 2 – CONTENTS
(This section is included if shown on the Schedule)

13. Personal Money and Credit Cards

Loss of personal **Money** belonging to **You** or **Your Family** up to £500 any one loss.

Your liability under the terms of the personal **Credit Cards** including cheque, debit, charge or cash cards, issued in the British Isles to **You** or **Your Family**, up to a maximum of £500 any one loss.

What is NOT covered

- a) the **Excess** shown in the **Schedule**.
- b) any loss unless the terms and conditions under which the card is issued have been fulfilled.
- c) losses not reported to the Police within 24 hours of discovery of loss.
- d) any loss as a result of unauthorised use by a member of **Your Family** or a person residing with **You**.
- e) loss caused by accounting errors or omissions.
- f) depreciation in value.

14. Office Equipment

We will pay up to the £3,000 for **Office Equipment**, used for **Your** business.

15. Valuables

We will pay up to £2,000 any one item of **Valuables**, subject to a maximum of £5,000 in total, unless specifically noted on **Your Schedule**.

16. Weddings, Birthdays and Religious Festivals

The **Sum Insured** shown in the **Schedule** for **Contents** in the **Home** will be automatically increased by 10%, subject to a maximum of £3,000

- b) during the month of any religious festival or celebration
- c) for 30 days before and after **Your** wedding day; and
- d) for 7 days after **Your** birthday
to cover wedding, birthday, Christmas or other gifts

17. Replacement of Locks and Keys

We will provide cover for replacement locks and keys if **Your** keys are lost or stolen or locks are damaged by a cause included in this Section.

What is NOT covered

- a) any amount in excess of £500.

18. Legal liability to the public, subject to a limit of indemnity of £2,000,000 (unless shown otherwise on the Schedule) in respect of all sums for which You are legally liable, as the owner of the Contents, to pay as compensation for accidental death or injury to any person, or loss or damage to third party property, including defence costs and expenses incurred with our prior consent.

What is NOT covered

- a) bodily injury or death to any person who is engaged in **Your** service, or is a member of **Your Family** or household.
- b) any claim arising directly or indirectly from the transmission of any communicable disease.
- c) damage to property under **Your** custody or control.

SECTION 2 – CONTENTS
(This section is included if shown on the Schedule)

- d) any claim arising out of any profession, occupation or business, other than through private letting of the **Property**.
- e) any claim arising out of the ownership, possession or operation of:
 - i) any mechanically propelled vehicle (other than a private garden vehicle) operated within **Your Property**.
 - ii) any power operated lift (other than stair lifts).
 - iii) any aircraft or watercraft.
 - iv) a caravan, whilst being towed.
 - v) any dogs designated as dangerous under the Dangerous Dogs Act 1991.
- f) any claim arising out of pollution or contamination.
- g) any claim where **You** are entitled to indemnity under any other insurance.
- h) any cost or expense not agreed by **Us** in writing.

19. Tenant's Liability (applicable if the **Buildings** are rented)

Any amount which **You** become legally liable to pay as a tenant and not as an owner of the **Buildings** up to 20% of the **Contents** limit shown in the **Schedule** in respect of:

- a) damage to the **Buildings** by any of the Causes 1-11 of Section 1 of this **Policy**.

20. Accidents to Domestic Employees

We will pay for damages and claimants' costs and expenses which **You** or a member of **Your Family** become legally liable to pay as compensation for accidental death of or bodily injury to or illness or disease of any domestic employee up to £5,000,000 in connection with any one claim or series of claims made against **You** or **Your Family** arising out of any one event occurring during the **Period of Insurance** and arising out of and in the course of employment within Great Britain, Northern Ireland, the Isle of Man or the Channel islands

We will also pay legal costs and expenses incurred with **Our** written consent in the defence of any claim made against **You** or **Your Family**

What is NOT covered

- a) liability arising directly or indirectly from the transmission of any communicable disease or virus by **You** or any member of **Your Family**.
- b) any agreement unless **You** would have been liable had the agreement not been made.
- c) any claim or other proceedings against **You** or **Your Family** lodged or prosecuted in a court outside the **United Kingdom**.
- d) liability arising from any business or profession.
- e) liability for death of, bodily injury to, or illness or disease of any member of **Your Family**.
- f) liability for which compulsory insurance or security is required by any road traffic legislation.

21. Contents Temporarily Removed.

We will pay up to £2,500 for loss or damage to **Your Contents** caused by any of the perils listed in 1 to 9 of this section whilst temporarily removed from **Your Home** and in occupied premises where **You** or a member of **Your Family** is residing or employed within the United Kingdom

What is NOT covered

- a) loss or damage from theft unless involving forcible and violent entry or exit.
- b) loss or damage from a mobile **Home**, motor **Home** or caravan.
- c) **Contents** removed for sale or exhibition or to furniture storage areas.
- d) loss or damage in a furniture depository
- e) loss or damage caused by storm or flood to property not in a building
- f) The **Excess** shown in the **Schedule**.
- g) loss or damage listed under other exclusions.

The maximum payable under this section is £2,500 in total. The maximum payable per single item under this section is £1,500.

SECTION 2 – CONTENTS
(This section is included if shown on the Schedule)

22. Student Contents.

We will pay up to £1,500 per student in respect of **Contents** caused by any of the perils listed in 1 to 9 of this section whilst a student member of **Your Family** lives in university halls of residence or in student accommodation

What is NOT covered

- a) loss or damage by theft unless involving forcible and or violent entry or exit to the room, or deception is used to gain entry.
- b) The **Excess** shown in the **Schedule**.

ADDITIONAL COVER

(These extensions do not apply unless shown on the Schedule)

1. Accidental Damage cover to the Contents contained within the Home in addition to those perils as listed in paragraphs 1 to 11 of this section.

What is NOT covered

- a) loss or damage specifically excluded from cover under Section 2 **Contents** or **General Exclusions** of this **Policy** .
- b) loss or damage caused by normal wear and tear.
- c) loss or damage caused by vermin, insects, fungus or atmospheric or climatic conditions.
- d) loss or damage caused by cleaning or making repairs or alterations.
- e) loss or damage caused by pets.
- f) loss or damage whilst the **Buildings** are **Unoccupied** for 30 days or more.
- g) loss or damage as a result of mechanical or electrical breakdown.

2. We will cover Your Personal Possessions up to a maximum of £2000 in total – unless specified otherwise in Your schedule, against accidental loss or damage within the limits of the United Kingdom. Cover is provided worldwide for up to 30 days in any one Period of Insurance.

Accidental loss or damage to **Personal Possessions** comprising of;

- (i) Articles of gold, silver, and other precious metals, jewellery, watches, furs, photographic equipment (including accessories), binoculars, video cameras, clothing, and other portable **Personal Effects** (except mobile telephones) up to £2,000 for any one item unless specified on **Your Schedule**.
- (ii) Mobile telephones up to £250 for any one item and any one loss;
- (iii) Personal **Money** and **Credit Cards** up to £500 for any one loss;

What is NOT covered

- a) the **Excess** shown in **Your Schedule**.
- b) any loss or damage to contact or corneal lenses.
- c) loss or damage to musical instruments whilst in transit unless they are placed in a suitable protective container.
- d) documents or securities.
- e) household goods, foodstuffs and domestic appliances.
- f) property more specifically insured.
- g) sports equipment whilst in use.

SECTION 2 – CONTENTS
(This section is included if shown on the Schedule)

- h) activity sports equipment (including skis, sticks and bindings), snowboards, water skis, sub-aqua water sports equipment, camping equipment, riding tack, windsurfers and equipment used for pot-holing and mountaineering
- i) theft from unattended road vehicles unless from a locked luggage boot, concealed luggage compartment, or glove compartment following forcible and violent entry to a securely locked vehicle.
- j) tools or instruments used or held for business or professional purposes.

3. Pedal Cycles

Accidental loss or damage to **Pedal Cycles** owned by **You** or **Your Family** up to £250 per cycle and up to a maximum of 4 cycles or £1,000 in full (unless specified on **Your Schedule**)

What is NOT covered

- a) the **Excess** shown in the **Schedule**.
- b) loss or damage listed under other exclusions.
- c) loss or damage while being used for track racing or business purposes.
- d) theft while away from the **Home** unless in a building or securely locked to an immovable object.
- e) loss of or damage to accessories unless caused by an accident to the **Pedal Cycle** or unless the **Pedal Cycle** is stolen or destroyed by fire at the same time.

CONDITIONS THAT APPLY TO SECTION 2 – CONTENTS

Index-linking Clause

Index linking will be calculated at month 10 of the contract, with the minimum 60 days notice given to **You** so that payments at the new rate can commence from the 13th month. The same process should be repeated every 12 months thereafter.

Basis of Claims Settlement

In the event of loss or damage to **Your Contents Personal Possessions**, **We** will replace the damaged **Contents** as new, provided that the **Sum Insured** is at least equal to the cost of replacing all the **Contents**. At **Our** option, **We** may either pay the cost of replacing the lost or damaged item as new, or pay the cost of repairing the item.

In respect of any claim made under this **Policy**, **Our** liability will:

- 1) not exceed the proportion that the **Sum(s) Insured** bears to the full cost of replacement of **Your Contents**, as shown in the **Schedule**.
- 2) not exceed the **Sum Insured** for **Your Contents**, as shown in the **Schedule**.

It is Your responsibility to ensure that, at all times the Contents Sum Insured reflects the total cost of replacement as new.

We will not pay for the cost of replacing or repairing any undamaged item(s) of **Your Contents** which forms part of a pair, set, suite or part of a common design.

We will not reduce the **Sum Insured** under this section following a claim, provided that **You** agree to carry out any recommendations which **We** make to prevent further loss or damage.

Home Insurance Policy SECTION

3 – HOME EMERGENCY (This section is included if shown on the Schedule)

This section is administered by ARAG plc under a binding authority agreement with Brit Syndicate 2987 at Lloyd's (BSL) (written under unique market reference B0356KA233D12A000 or replacement thereof). BSL's liability is several and they are liable for their proportion of liability in respect of this section and section 4 only and have no liability for any other insurers proportion or in respect of any other cover section of this **Policy**.

DEFINITIONS – THAT APPLY TO SECTION 3 – HOME EMERGENCY

The following definitions have the same meaning wherever they appear in **Your Policy** or **Schedule**:

Contractor

The contractor or tradesman chosen by **Us** to respond to **Your Emergency**.

Emergency

A sudden unexpected event which clearly requires immediate action in order to:

- a) prevent damage or avoid further damage to the **Home**, and/or
- b) render the **Home** safe or secure, and/or
- c) restore the main services to the **Home** and/or
- d) alleviate any health risk to **You**.

Emergency Costs

Costs reasonably and properly charged by the **Contractor**.

Alternative accommodation costs incurred under the eighth insured peril.

Territorial Limit

United Kingdom, Channel Islands and Isle of Man.

Vermin

Brown or black rats, house or field mice, and wasps' or hornets' nests.

We/Us/Our

ARAG plc (or appointed agents on its behalf) who is authorised under a binding authority agreement to administer this insurance on behalf of the **Insurer**.

SECTION 3 – HOME EMERGENCY
(This section is included if shown on the Schedule)

The **Insurer** will cover **You** for the following insured perils:

1. **The total failure or complete breakdown of the main heating system in the Home.**
2. **The sudden damage to, or blockage or breakage or flooding of, the drains or plumbing system likely to cause damage to the Home or its Contents.**
3. **Damage or the failure of external doors, windows or locks which compromises the security of the Home.**
4. **Breakage or mechanical failure of the toilet bowl or cistern resulting in the loss of function providing there is no other toilet in the Home.**
5. **The failure of the Home's domestic electricity or gas supply.**
6. **The loss of the only available keys, if you cannot replace them to gain access to the Home.**
7. **Vermin causing damage inside the Home or a health risk to You.**
8. **Your overnight accommodation costs including transport to such accommodation following an Emergency which makes the Home unsafe, insecure or uncomfortable to stay in overnight.**

EXCLUSIONS – APPLICABLE TO SECTION 3 – HOME EMERGENCY

You are not covered for any claim arising from or relating to:

- a) **Emergency Costs** which have been incurred before **We** accept a claim
- b) **Emergency Costs** where there is no one at the **Home** when the **Contractor** arrives
- c) any matter occurring prior to, or existing at the start of this cover, and which **You** knew or ought reasonably to have known could give rise to a claim under this section
- d) any wilful or negligent act or omission or any third party interference or faulty workmanship (including any attempted repair or DIY) which does not comply with recognised industry standards or manufacturer's instructions
- e) a central heating boiler which
 - is more than 15 years old and/or
 - has not been serviced every twelve months
- f) LPG fuelled, oil fired, warm air, solar and un-vented heating systems or boilers with an output over 60Kw/hr
- g) the cost of making permanent repairs including any redecoration or making good the fabric of the **Home**
 1. once the emergency situation has been resolved
 2. arising from damage caused in the course of the repair or investigation of the cause of the insured peril or in gaining access to the **Home**
- h) the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply
- i) the failure to maintain any system or equipment
- j) garages, outbuildings, boundary walls, fences, hedges, cess pits, fuel tanks or septic tanks
- k) the **Home** being left unoccupied for more than 30 days consecutively
- l) goods or materials covered by a manufacturer's, supplier's and installer's warranty
- m) the failure of equipment or facilities which have not been installed, maintained or serviced in accordance with legal regulations or manufacturer's instructions, or which is caused by a design fault which makes them inadequate or unfit for use
- n) any costs beyond the **Insurer's** fair share (rateable proportion) if **You** can access emergency assistance under any other policy or if emergency assistance would have been available to **You** under another policy or another section of this **Policy** if this section did not exist
- o) subsidence, landslip or heave
- p) blockage of supply or waste pipes to the **Home** due to freezing weather conditions

SECTION 3 – HOME EMERGENCY
(This section is included if shown on the Schedule)

CONDITIONS THAT APPLY TO SECTION 3 – HOME EMERGENCY

Failure to keep to any of these conditions may lead the **Insurer** to cancel this section of **Your Policy**, or refuse to pay a claim. The **Insurer** also reserves the right to recover **Emergency Costs** from **You** if this happens.

Basis of Claims Settlement

Following an insured peril which results in an **Emergency** the **Insurer** will pay **Emergency Costs** subject to the following limits:

The **Contractor's** call-out charge.

Contractor's labour up to 2 hours.

Parts and materials, up to £100, and where necessary,

Alternative accommodation up to £250.

The maximum payable by the **Insurer** is £1,000 for all claims related by time or original cause. Provided that:

- the claim is reported to **Us**
 - during the **Period of Insurance**
 - immediately after **you** first become aware of a **Home Emergency**
- **You** always agree to use the **Contractor** chosen by **Us**.

Call out and labour costs

When settling **Contractor's** call out charge and labour costs, unless stated otherwise on the **Contractor's** invoice **We** will determine that the call out charge covers the cost of the **Contractor** attending **Your Home** and disallows any time spent diagnosing the fault which has caused the insured peril. Any inspection time that is required to trace, access or identify the cause of the insured peril will be settled on the basis that the time is charged as labour costs.

Your Responsibilities

You must:

- a) not do anything that hinders **Us** or the **Contractor**
- b) tell **Us** immediately after first becoming aware of any **Emergency**
- c) tell **Us** immediately of anything that may materially alter **Our** assessment of the claim
- d) cooperate fully with the **Contractor** and **Us**
- e) provide **Us** with everything **We** need to help **Us** handle the claim
- f) take reasonable steps to recover **Emergency Costs** that the **Insurer** pays and pay to the **Insurer** all costs that are recovered should these be paid to **You**
- g) minimise any **Emergency Costs** and try to prevent anything happening that may cause a claim
- h) allow the **Insurer** at any time to take over and conduct in **Your** name any claim, proceedings or investigation
- i) be able to prove that the main heating system is no more than fifteen years old and has been serviced every twelve months.

Our Consent

We must give **You Our** consent to incur **Emergency Costs**. **You** must not settle the **Contractor's** invoice or agree to pay **Emergency Costs** that **You** wish to claim for under this section without **Our** agreement. The **Insurer** does not accept liability for **Emergency Costs** incurred without **Our** consent.

Disputes

If any dispute between the **Insured** and **Us** arises from this **Policy**, the **Insured** can make a complaint to **Us** as described on page 8 of this **Policy** and **We** will try to resolve the matter. If **We** are unable to satisfy **Your** concerns **You** can ask the Financial Ombudsman Service to arbitrate over the complaint.

Home Insurance Policy

SECTION 4 – LEGAL EXPENSES

(This section is included if shown on the Schedule)

This section is administered by ARAG plc under a binding authority agreement with Brit Syndicate 2987 at Lloyd's (BSL) (written under unique market reference B0356KA233D12A000 or replacement thereof). BSL's liability is several and they are liable for their proportion of liability in respect of this section and section 3 only and have no liability for any other insurers proportion or in respect of any other cover section of this **Policy**.

DEFINITIONS – THAT APPLY TO SECTION 3 – LEGAL EXPENSES

The following definitions have the same meaning wherever they appear in **Your Policy** or **Schedule**:

Appointed Advisor

The solicitor, accountant, mediator or other advisor appointed by **Us** to act on behalf of the **Insured**.

Collective Conditional Fee Agreement

A legally enforceable agreement entered into on a common basis between the **Appointed Advisor** and **Us** to pay their professional fees on the basis of 100% "no-win no-fee".

Conditional Fee Agreement

A legally enforceable agreement between the **Insured** and the **Appointed Advisor** for paying their professional fees on the basis of 100% "no-win no-fee".

Communication Costs

The reasonable cost of UK phone calls, postage (including special delivery) photocopying or faxes and credit reports where the **Insured** has taken advice from **Our** Identity Theft Advice and Resolution Service and is advised to correspond with credit agencies, banks, credit card companies, financial service providers or other parties in order to repair their credit rating, restore their identity or resolve a dispute that has arisen from the use of personal information without permission to commit fraud or other crimes.

Insured

You, **Your** partner and relatives permanently living with **You** in **Your Home** in the **Territorial Limit**. (The **Insurer** will cover **Your** children temporarily away from **Home** for the purposes of higher education).

Legal Costs & Expenses

Reasonable legal costs and disbursements reasonably and proportionately incurred by the **Appointed Advisor** on the standard basis and agreed in advance by **Us**. The term "standard basis" can be found within the Courts' Civil Procedure Rules Part 44.

Reasonable experts' reports, reasonably and properly incurred by the **Appointed Advisor**.

In civil claims, other side's costs, fees and disbursements where the **Insured** has been ordered to pay them or pays them with **Our** agreement.

Reasonable accountancy fees reasonably incurred under insured peril Tax by the **Appointed Advisor** and agreed by **Us** in advance.

The **Insured's Communication Costs**.

Reasonable Prospects of Success

Other than as set out below, a greater than 50% chance of the **Insured** successfully pursuing or defending the claim and, if the **Insured** is seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained.

In criminal prosecution claims where the **Insured**

- pleads guilty, a greater than 50% chance of successfully reducing any sentence or fine or
- pleads not guilty, a greater than 50% chance of that plea being accepted by the court.

In all claims involving an appeal, a greater than 50% chance of the insured being successful.

SECTION 4 – LEGAL EXPENSES
(This section is included if shown on the Schedule)

Small Claims Court

A court in England & Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999; a court in Scotland that uses the small claims procedure as set out by the Act of Sederunt (Small Claims) Rules 2002, a court in Northern Ireland where the sum in dispute is less than £3,000 or the equivalent jurisdiction in the Channel Islands and Isle of Man where this section applies.

Territorial Limit

For insured perils Contract and Personal Injury the United Kingdom, Channel Islands, Isle of Man, countries in the European Union, Norway and Switzerland. For all other insured perils, the United Kingdom, Channel Islands and Isle of Man.

We/Us/Our

ARAG plc who is authorised under a binding authority agreement on behalf of the **Insurer**.

SECTION 4 – LEGAL EXPENSES
(This section is included if shown on the Schedule)

The **Insurer** will cover **You** for the following insured perils:

1. A dispute with the Insured's current, former or prospective employer relating to their contract of employment or related legal rights.

A claim can be brought once all internal dismissal, disciplinary and grievance procedures as set out in the

- a) ACAS Code of Practice for Disciplinary and Grievance Procedures, or
- b) Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland have been or ought to have been concluded.

The **Insured** is required to co-operate fully with ACAS regarding mediation and not do anything that hinders a successful outcome. Where the **Insured** qualifies to have all or part of the employment tribunal or employment appeal tribunal fees refunded or reduced, an application for this refund or reduction must be made by the **Insured** to HM Courts & Tribunals Service.

What is NOT covered

Any claim relating to:

- a) disputes arising solely from personal injury
- b) defending the **Insured** other than defending an appeal
- c) **Legal Costs & Expenses** for an employer's internal disciplinary process or an employee's grievance hearing or appeal
- d) fees that are recoverable from an employer or ex-employer by order of the court or where the **Insured** qualifies to have all or part of the fees refunded or reduced by HM Courts & Tribunals Service
- e) a compromise or settlement agreement between the **Insured** and their employer. **We** will be able to help the **Insured** find a suitable solicitor who will assist the **insured** with this at their own expense.

2. A dispute arising out of an agreement or alleged agreement which has been entered into by the Insured for: buying or hiring consumer goods or services, privately selling goods, buying or selling Your Home, renting Your Home as a tenant, the occupation of Your Home under a lease.

What is NOT covered

Any claim relating to:

- a) disputes with tenants or where the **Insured** is the landlord or leasor
- b) loans, mortgages, pensions, or any other banking, life or long-term insurance products, savings or investments
- c) the **Insured's** business activities, trade, venture for gain, profession or employment
- d) a contract involving a motor vehicle
- e) a settlement due under an insurance policy
- f) construction work, or designing, converting or extending any building where the contract value exceeds £6,000 including VAT.

3. A dispute relating to visible property which the insured owns following: an event which causes physical damage to the insured's visible property including Your Home, and/or a public or private nuisance or trespass provided that where any boundary is in dispute, You have proof of where the boundary lies.

What is NOT covered

- a) an **Excess** of £250 of any claim under a public or private nuisance or trespass. This is payable by the **Insured** as soon as **We** accept the claim.

SECTION 4 – LEGAL EXPENSES
(This section is included if shown on the Schedule)

- b) any claim relating to:
- a contract entered into by an **Insured**
 - any building or land other than **Your Home**
 - a motor vehicle
 - the compulsory purchase of, or demolition, restrictions, controls or permissions placed on **Your Property** by any government, local or public authority
 - defending any dispute under an event which causes physical damage to the **Insured's** visible property other than defending a counter claim or an appeal
 - a dispute with any party other than the person(s) who caused the damage, nuisance or trespass.

4. A sudden event directly causing the Insured physical bodily injury or death.

What is NOT covered

Any claim relating to:

- a) a condition, illness or disease which develops gradually over time
- b) mental injury, nervous shock, depression or psychological symptoms where the **Insured** has not sustained physical injury to their body
- c) defending any dispute other than an appeal.

5. A dispute arising from alleged clinical negligence or malpractice.

What is NOT covered

- a) any claim relating to a contract dispute.
- b) defending any dispute other than an appeal.

6. A formal aspect or full enquiry into the Insured's personal tax affairs provided that all returns are complete and have been submitted within the legal timescales permitted.

What is NOT covered

Any claim relating to:

- a) tax returns where HM Revenue & Customs levy a penalty or claim interest or which contain negligent misstatements
- b) a business or venture for gain of the **Insured**
- c) where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the **Insured's** financial arrangements
- d) any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland
- e) an investigation by the Specialist Investigations (SI) Branch of HM Revenue & Customs.

7. An alleged act or omission of the Insured that arises from their work as an employee and results in: the Insured being interviewed by the police or others with the power to prosecute, a prosecution being brought against the Insured in a court of criminal jurisdiction, civil proceedings being brought against the Insured under unfair discrimination laws.

8. A motoring prosecution being brought against the Insured.

What is NOT covered

Any claim relating to:

- a) owning a vehicle or driving without motor insurance or driving without a valid driving licence
- b) a parking offence.

SECTION 4 – LEGAL EXPENSES
(This section is included if shown on the Schedule)

9. A formal investigation or disciplinary hearing being brought against the Insured by a professional or regulatory body.
10. The Insured's absence from work to attend court, tribunal, arbitration, or regulatory proceedings at the request of the Appointed Advisor or whilst on jury service which results in loss of earnings.

What is NOT covered

Any claim relating to:

- a) loss of earnings in excess of £1,000.
b) any sum which can be recovered from the court or tribunal.
11. A dispute arising from the use of the Insured's personal information without their permission to commit fraud or other crimes provided the Insured contacts our Identity Theft Advice and Resolution Service as soon as they suspect that their identity may have been stolen.

What is NOT covered

The **Insurer** will not pay for any money claimed, goods, loans, or other property or financial loss or other benefit obtained as a result of the identity theft.

EXCLUSIONS – APPLICABLE TO SECTION 4 – LEGAL EXPENSES

The **Insured** is not covered for any claim arising from or relating to:

- a) **Legal Costs & Expenses** and **Communication Costs** incurred without **Our** consent
b) an amount below £100
c) an allegation against the **Insured** involving:
 - assault, violence or dishonesty, malicious falsehood or defamation
 - the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials
 - illegal immigration
 - offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences)
- d) a dispute between **Your Family** members
e) an **Insured's** deliberate or reckless act
f) a judicial review
g) a dispute arising from or relating to clinical negligence except as provided for in insured peril five
h) a dispute with **Us** not dealt with under Disputes, or the **Insurer** or the company that sold this **Policy**
i) group litigation order
j) the payment of fines, penalties or compensation awarded against the **Insured**.

SECTION 4 – LEGAL EXPENSES
(This section is included if shown on the Schedule)

CONDITIONS THAT APPLY TO SECTION 4 – LEGAL EXPENSES

Basis of Claims Settlement

Following an insured peril the **Insurer** will pay the **Insured's Legal Costs & Expenses** and **Communication Costs** up to £50,000, for all claims related by time or cause, including the cost of appeals provided that:

- a) the insured peril happens within the **Territorial Limit**
- b) the claim
 - always has **Reasonable Prospects of Success**
 - is reported to **Us**
 - during the **Period of Insurance**
 - immediately after the **Insured** first becomes aware of circumstances which could lead to a claim under this section
- c) unless there is a conflict of interest the **Insured** always agrees to use the **Appointed Advisor** chosen by **Us** in any claim
 - to be heard by the **Small Claims Court** and/or
 - before legal proceedings need to be issued
- d) any dispute will be dealt with by
 - a court or tribunal; or
 - mediation agreed with **Us**in the **Territorial Limit**
- e) in respect of a claim under the first, second, fourth and fifth insured perils the **Insured** enters into a **Conditional Fee Agreement** or the **Appointed Advisor** enters into a **Collective Conditional Fee Agreement**, if the claim falls in England & Wales and is outside of the scope of an employment tribunal or the **Small Claims Court**.
A claim is considered to be reported to **Us** when **We** have received the **Insured's** fully completed claim form.

Where the **Insurer's** risk is affected by the **Insured's** failure to keep to these conditions the **insurer** can cancel this section of **Your Policy**, refuse a claim or withdraw from an ongoing claim. The **Insurer** also reserves the right to recover **Legal Costs & Expenses** from the **Insured** if this happens.

The Insured's responsibilities

An insured must:

- a) tell **Us** immediately of anything that may make it more costly or difficult for the **Appointed Advisor** to resolve the claim in the **Insured's** favour
- b) cooperate fully with **Us**, give the **Appointed Advisor** any instructions **We** require, and keep them updated with progress of the claim and not hinder them
- c) take reasonable steps to claim back **Legal Costs & Expenses, Communication Costs**, employment tribunal and employment appeal tribunal fees and, where recovered, pay them to the **Insurer**
- d) keep **Legal Costs & Expenses and Communication Costs** as low as possible
- e) allow the **Insurer** at any time to take over and conduct in the **Insured's** name, any claim.

Freedom to choose an Appointed Advisor

- a) In certain circumstances as set out in b) below the **Insured** may choose an **Appointed Advisor**. In all other cases no such right exists and **We** shall choose the **Appointed Advisor**.
- b) The **Insured** may choose an **Appointed Advisor** if:
 - **We** agree to start proceedings or proceedings are issued against an **Insured**, or
 - there is a conflict of interest,except where the **Insured's** claim is to be dealt with by the small claims court where **We** shall choose the **Appointed Advisor**.
- c) Where the **Insured** wishes to exercise the right to choose, the **Insured** must write to **Us** with their preferred representative's contact details.
- d) If the **Insured** dismisses the **Appointed Advisor** without good reason, or withdraws from the claim without **Our** written agreement, or if the **Appointed Advisor** refuses with good reason to continue acting for an **Insured**, cover will end immediately.
- e) In respect of a claim under the first, second, fourth and fifth insured perils, the **Insured** enters into a **Conditional Fee Agreement** or the **Appointed Advisor** enters into a **Collective Conditional Fee Agreement**, where legally permitted.

SECTION 4 – LEGAL EXPENSES

(This section is included if shown on the Schedule)

Consent

The **Insured** must agree to **Us** having sight of the **Appointed Advisor's** file relating to the **Insured's** claim. The **Insured** is considered to have provided consent to **Us** or **Our** appointed agent to have sight of their file for auditing and quality control purposes.

Settlement

- a) The **Insurer** has the right to settle the claim by paying the reasonable value of the insured's claim.
- b) The **Insurer** has the right to recover employment tribunal and employment appeal tribunal fees from a settlement agreement between the **Insured** and an employer or ex-employer under the first insured peril.
- c) The **Insured** must not negotiate, settle the claim or agree to pay **Legal Costs & Expenses** without our written agreement.
- d) If the **Insured** refuses to settle the claim following advice to do so from the **Appointed Advisor**, the **Insurer** reserves the right to refuse to pay further **Legal Costs & Expenses**.
- e) The **Insured** must settle **Communication Costs** arising from a dispute arising from the use of the **Insured's** personal information without their permission to commit fraud or other crimes in the first instance and make a receipted claim to **Us** for reimbursement.

Barrister's opinion

We may require the **Insured** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports the **Insured**, then the **Insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **Us**, then the **Insurer** will pay for a final opinion which shall be binding on the **Insured** and **Us**. This does not affect the **Insured's** right under Disputes below.

Disputes

If any dispute between the **Insured** and **Us** arises from this section, the **Insured** can make a complaint to **Us** as described on page 8 of this **Policy** and **We** will try to resolve the matter. If **We** are unable to satisfy the **Insured's** concerns the **Insured** can ask the Financial Ombudsman Service to arbitrate over the complaint.

ADDITIONAL SERVICES

Legal and Tax Advice

If **You** have a legal or tax problem **We** strongly recommend that **You** initially take advantage of **Our** confidential legal and tax advice helpline which is provided as part of this section; the only cost to **You** is a national rate call. The legal advice helpline is open 24/7 and tax advice is available between 9am and 5pm on weekdays (except bank holidays). The advice covers personal legal matters within EU law or UK tax law and **You** can use this service as often as **You** like. **Your** query will be dealt with by a qualified specialist experienced in handling legal and tax related matters. **You** can get advice by telephoning 0844 581 0400.

Identity Theft Advice and Resolution Service

This provides:

- an identity theft advice helpline between 8am and 8pm seven days a week. This gives advice about keeping **Your** identity secure and fraud prevention tips
- help with contacting the three credit reference agencies to review any incorrect information and amend or dispute any incorrect data if personal information is used without **Your** permission to commit fraud or other crimes
- reimbursement of **Communication Costs** **You** will have to pay to reinstate **Your** identity.

Consumer Legal Services

Register today at: www.araglegal.co.uk and enter the voucher code AFE48BBE98B5 to access the law guide and download legal documents to help with personal legal matters. For a fee **You** can have some documents reviewed by a solicitor to ensure they meet **Your** specific requirements.

GENERAL EXCLUSIONS – APPLICABLE TO ALL SECTIONS OF THIS POLICY

This Policy does not cover the following:

a) Radioactive Contamination

loss or damage to any property resulting or arising from any **Consequential Loss**, legal liability directly, or indirectly caused by, or contributed to by, or arising from:

- i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear components.

b) War

loss or damage occasioned by the consequence of 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, destruction or seizure to property under the order of any government or public or local authority or other body.

c) Terrorism

loss or damage directly or indirectly caused by, or in connection with any act of terrorism, regardless of any other cause or event.

For the purpose of this exclusion 'terrorism' includes the use of any destructive, or potentially destructive weapon or device, biological chemical and/or nuclear chemical and/or nuclear force or contamination and/or threat thereof by any person or group of persons, 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 and/or to put the public in fear. Losses caused by, or resulting from riot, attending a strike, civil commotion and malicious damage are not excluded hereunder.

d) Deliberate Act

loss or damage caused intentionally by **You**, or anyone working on **Your** behalf.

e) Existing Damage

loss or damage occurring prior to the commencement of **Your** insurance **Policy**.

f) Sonic Pressure

loss or damage from pressure waves caused by aircraft, or other flying devices travelling at sonic or supersonic speeds.

g) Consequential Loss

Consequential loss as a result of any claim under this **Policy**.

h) Wear and Tear

loss or damage as a result of wear and tear, rusting or corrosion, wet or dry rot or fungus or any gradually operating cause.

i) Computer Date Recognition and Viruses

loss or damage to computer equipment caused by computer date changes and/ or computer viruses. For the purposes of this exclusion, "viruses" includes any programs or software which affects computer programs and/or functionality.

j) Motor Vehicles

loss or damage caused to any motor vehicles (other than a private garden vehicle), caravans, trailers or watercraft and/or their accessories.

k) Domestic Pets

loss or damage caused by domestic pets, insects or vermin.