

POLICY WORDING

Please read carefully and retain



intasure[®]
Insurance that speaks your language

Property Insurance for
Residential Homes in the UK

Welcome to Intasure Property Insurance

designed specifically for residential homes in the UK.



Intasure's property insurance is exclusively designed for home owners, including Grade II listed buildings. This insurance is underwritten by a consortium of UK insurers as defined in the Policy Wording. Legal Expenses and Emergency Property Assistance is provided by Arc Legal Assistance Limited.

Please read this policy carefully and see that it meets with your requirements. If not, or if there is anything you do not understand, please tell us as soon as possible.

Introduction

This policy of insurance is issued in accordance with the authorisation granted under contract to Intasure® and underwritten by insurers named in the schedule.

This policy document should be read together with the schedule and any endorsement(s).

Your premium has been based upon the information shown in the schedule and you should ensure that you are clear which sections of cover you have included, what each section covers and the restrictions and exclusions that apply; and what your responsibilities are under the policy as a whole.

Language of contract of insurance

Unless otherwise agreed the language of this contract of insurance shall be English.



for and on behalf of Intasure®

Intasure
AMP House
Dingwall Road
Croydon
Surrey
CR0 2LX

ENQUIRIES: 0345 111 0670 Monday - Friday 9am - 5.30pm

CLAIMS: 0345 111 0672 (24 hours)

IDENTITY THEFT HELPLINE: 0344 770 1040 Monday - Friday 9am - 5pm

FAMILY LEGAL ADVICE HELPLINE: 0344 770 1040 (24 hours)

For Personal Legal & Tax Advice

FAMILY LEGAL SOLUTIONS: 0344 770 9000 Monday - Friday 9am - 5pm

To report a claim

EMERGENCY PROPERTY ASSISTANCE: 0333 999 3551 (24 hours)

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The policy has several sections. Check your schedule to see which sections are in force and any clauses or endorsements that are applicable.

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How to use your Policy

YOUR POLICY

Here is **your** new policy containing details of the cover **you** have arranged. **We** have made every effort to make **our** intentions clear. Please read **your** policy carefully and if **you** have any queries **we** will be pleased to help **you**.

We aim to provide a high level of service and to pay claims fairly and promptly within the terms set out in the policy.

WHAT COVER IS INCLUDED?

The policy is divided into a number of different Sections. To find which Sections are in force **you** should check **your schedule**, the document enclosed with the policy. The **schedule** also tells **you** how much **you** are insured for under each Section.

HOW MUCH TO INSURE FOR

It is up to **you** to make sure that the amounts **you** insure for represent the full re-building cost of the building(s) and the full replacement costs as new of the contents concerned. Remember, if **you** underinsure, claim payments may be reduced. **You** can change **your** Sums Insured at any time - **you** do not have to wait for renewal.

IF YOU HAVE A QUERY

If **you** have any queries or concerns regarding this policy **you** should contact **us** using telephone numbers at the beginning of this policy wording.

CANCELLATION INFORMATION

You have the right to cancel the insurance policy 30 days from the day after receipt of the documentation and receive a full refund of any premium paid, provided that there have been no claims either paid, reported or outstanding. For the purpose of this cancellation clause, it will be deemed that **you** will have received the policy documents upon the day following the date it was emailed / posted to **you**.

Once cover has commenced outside the 30 day period, **you** may cancel **your** policy at any time and will receive a pro-rata refund. The pro-rata refund will consist of a deduction for the period of cover and any fees paid. This will also be subject to no claims having either been paid, reported or outstanding.

For the Insurer's cancellation rights, please refer to the General Conditions section of **your** policy wording.

CHANGES IN YOUR CIRCUMSTANCES

Your policy has been based on the information which **you** have given **us** about yourself and **your home**. **You** must tell **us** immediately of any changes to this information including of course any change of address.

Please see condition 7 on page 41 for more detail in relation to the information **we** need to know about and the potential consequences of not providing **us** with that information.

USING THE HELPLINES

The telephone numbers of the Helplines are shown on the inside front cover of this document.

HOW TO MAKE A CLAIM

To make a claim, first read the policy and **schedule** to check that **you** are covered. To register a claim and obtain a claim form please contact Intasure on **0345 111 0672**. Or **you** may write to:

Intasure, AMP House, Dingwall Road, Croydon, Surrey CR0 2LX.

You should complete a claim form and let **us** have as much information as possible to help **us** deal with **your** claim quickly and fairly.

You should also refer to the section on pages 45 and 46, Settlement of Claims.

Finally, do not hesitate to ask for advice, **we** will be pleased to help **you**.

YOUR RESPONSIBILITIES

In order to protect **your property** to its fullest extent **we** will expect **you** to comply with all terms and conditions.

When **property** is unattended all accessible doors and windows must be secured.

GOVERNING LAW

There is a choice of law for this insurance, but unless **we** agree otherwise English Law applies.

DATA PROTECTION ACT 1998

How we use your information

Please read the following carefully as it contains important information relating to the details that **you** have given **us**.

You should show this notice to any other party related to this insurance.

Who we are

This insurance is underwritten by a consortium of two leading UK insurers, being Ageas Insurance Limited and Royal & Sun Alliance Insurance plc

You are giving **your** information to Ageas Insurance Limited and Royal & Sun Alliance Insurance plc and their associated group companies (the Group). In this information statement, '**we/us**' and '**our**' refers to the Group and Intasure unless otherwise stated.

How to use your Policy

How your information will be used and who we share it with

Your information comprises of all the details **we** hold about **you** and **your** transactions and includes information obtained from third parties.

If **you** contact **us** electronically, **we** may collect **your** electronic information identifier e.g. Internet Protocol (IP) address or telephone number supplied by **your** service provider.

We may use and share **your** information with other members of the Group to help **us** and them:

- Assess financial and insurance risks
- Recover debt
- Prevent and detect crime
- Develop our services, systems and relationships with **you**
- Understand **our** customers' requirements
- Develop and test products and services

We do not disclose **your** information to anyone outside the Group except:

- Where **we** have your permission; or
- Where **we** are required or permitted to do so by law; or
- To credit reference and fraud prevention agencies that provide a service to **us**, **our** partners or **you**; or
- Where **we** may transfer rights and obligations under this agreement

We may transfer **your** information to other countries on the basis that anyone **we** pass it to provide an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which **you** provided it. Details of the companies and countries involved can be provided on request.

From time to time **we** may change the way **we** use **your** information. Where **we** believe **you** may not reasonably expect such a change **we** shall write to **you**. If **you** do not object, **you** will consent to that change.

We will not keep **your** information for longer than necessary.

Sensitive Information

Some of the information **we** ask **you** for may be sensitive personal data, as defined by the Data Protection Act 1998 (such as information about health or criminal convictions). **We** will not use such sensitive personal data about **you** or others except for the specific purpose for which **you** provide it and to carry out the services described in **your** policy documents. Please ensure that **you** only provide **us** with sensitive information about other people with their agreement.

Fraud Prevention Agencies

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to fraud prevention agencies. Law enforcement agencies may access and use this information.

We and other organisations may also access and use this information to prevent fraud and money laundering, for example when:

- Checking details on applications for credit and credit related or other facilities;
- Recovering debt;
- Checking details on proposals and claims for all types of insurance;
- Checking details of job applicants and employees

Please contact the Data Protection Liaison Officer at the address below if **you** want to receive details of the relevant fraud prevention agencies.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Claims History

Insurers pass information to the Claims and Underwriting Exchange Register (CUE) run by Insurance Database Services Ltd (IDS Ltd). Under the conditions of your policy, **you** must tell **us** about any incident (such as a fire, water damage, theft or an accident) which may or may not give rise to a claim. When **you** tell **us** about an incident, **we** will pass information relating to it to the registers.

How to contact us

On payment of a small fee, **you** are entitled to receive a copy of the information **we** hold about **you**. Any fee charged will be in line with the guidance issued by the Information Commissioner's Office for such information requests. If **you** have any questions, or **you** would like to find out more about this notice **you** can contact **us** by writing to:

Data Protection Officer Ageas Insurance Limited Ageas House Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA	Data Protection Liaison Officer Customer Relations Office RSA, Bowling Mill, Dean Clough Industrial Estate Halifax HX3 5WA
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CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

We, the insurer and **you** do not intend any term of this contract to be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

Definitions (applicable to Sections 1 - 4)

Certain words in your policy have special meanings. These meanings are given below:

Bodily injury

Death, injury, illness or disease.

Buildings

Any permanent structure used for domestic purposes within the grounds of **your home** including:

- **fixtures and fittings;**
- lifts;
- domestic fixed fuel tanks; including gas, LPG and oil tanks.
- **swimming pools / hot tubs / jacuzzis;**
- outbuildings and permanent structures;
- gates, hedges, walls and fences;
- radio and television aerials, satellite dishes, their fittings and masts;
- wind turbines, fixed generators and solar panels (if specified on the policy **schedule**)
- wells, lakes and rivers within the boundary of the **property** for liability cover only
- paths and drives

all at the address shown in the **schedule** and which belong to **you** or for which **you** are legally responsible.

Complex

Buildings and grounds for which **you** are responsible by means of service/management charges.

Contents

Household goods, carpets and personal **property**. **Money** and **valuables** all belonging to or the responsibility of **you** or **your family** contained in the **home** or in the open within the boundaries of the land belonging to the **home**. **Our** liability in respect of **valuables** shall not exceed 20% of the **contents** sum insured in any one period of insurance.

The term **contents** does not include:

- any living creature, any mechanically propelled vehicle (other than domestic gardening machines), aircraft, hovercraft, watercraft and accessories attached thereto, outboard engines, motorcycles, caravans, trailers, trailer tents and their parts and accessories, credit cards, deeds, bonds, bills of exchange, promissory notes, securities for **money**, documents, manuscripts, firearms, shotguns
- goods used for business or professional purposes
- any part of the **buildings** including **fixtures and fittings** unless otherwise agreed
- any **property** specifically insured against the perils covered hereby under any other insurance
- damage by vermin or insects

Domestic Employee

Any person working for **you** in connection with domestic duties who is employed by **you** under a contract of service, or self-employed and working on a labour only basis under **your** control or supervision.

Endorsements

Any variation or addition to the terms of the policy.

Entertainment equipment

- Computers including **portable computer(s)**
- mobile phones
- digital decoders
- projectors
- DVD recorders
- televisions
- game consoles

Our liability in respect of **entertainment equipment** shall not exceed 40% of the **contents** sum insured. In respect of the optional Personal Effects in or away from the **home** under Section 3 - the maximum amount to be paid on any single item is £10,000 unless otherwise shown in the **schedule**. The limit of 40% of the **contents** sum insured does not apply under Section 3.

Excess

The sum shown in **your schedule** which is the amount to be deducted from **your** claim for loss or damage resulting from the same incident. The **excess** may vary and be increased within the Policy Wording for certain perils.

Fixtures and fittings

All items that are fixed to and form part of the structure of the **home** including:

- decorations including wall paper, murals and stencilling
- bathroom suites
- flooring: integral to fabric of building
- fitted kitchens and their fitted appliances
- built-in wardrobes

Frost damage

Loss or damage caused by frost/freezing is excluded whilst the **property** is vacant unless the temperature is maintained above 15°C or 59°F or the water supply is shut off and fixed water tanks apparatus and pipes are drained, (excluding central heating systems) when the **property** is vacated for more than two weeks.

Garden

The open ground within the boundaries of the land belonging to the insured **property** and not communal **complex** areas.

Heave

Upward and/or lateral movement of the site on which **your buildings** stand caused by swelling of the ground.

Home

The private dwelling of permanent construction built of **standard construction** comprising of house, bungalow, cottage or apartment name in the **schedule** and outbuilding used for domestic purposes. Terms of use include:

- personal use (**home**)
- let to family and friends
- short-term lets (up to six months)
- long-term lets (up to twelve months). Not covered under this policy please refer to **our** Landlord policy
- main residence
- inherited **property**. Not covered under this policy please refer to **our** Second **home**/Holiday **home** policy.

Definitions (applicable to Sections 1 - 4)

Insured

- The first named party in the policy **schedule**.
- Any member of the **insured's** family permanently residing with him/her, including foster and cared for children who may be under the legal guardianship of a Local Authority.

Landslip

Downward movement of sloping ground.

Light construction

Any domestic outbuilding, with the exception of brick built garages, including sheds, greenhouses, glass conservatories, lean-to, carports and pergolas.

Listed buildings

Private dwelling granted Grade II or Grade II* status. In Scotland, **buildings** granted B and C status.

Listed buildings to be of:

- **standard construction**
- wattle and daub
- lathe and plaster
- timber framed
- cob

Money

Cash, bank or currency notes, cheques, travellers cheques, postal or money orders, saving stamps and certificates, travel tickets, luncheon vouchers, current stamps (face value only) and gift tokens.

No claims bonus/discount

Policies will be allowed a discretionary discount for claims free periods of up to three years or more. In the event of a claim this discount will be removed and subsequent premiums will increase.

Non-standard construction

Chalets, Lodges, Log Cabin. **property** built on non-standard foundations.

Policyholder/You/Your

The person(s) named as the **policyholder** in the **schedule**.

Portable Computer(s)

Computer, laptop, iPad, netbook, notebook, tablet, eReader.

Property

Material property.

Schedule

The current **schedule** issued by **us** as part of **your** policy shows details of the **policyholder**, the **property** insured, the period of insurance and which sections of the policy apply.

Single article limit

The maximum amount to be paid on any single item of **contents** is £10,000 unless otherwise shown in the **schedule**. The maximum amount to be paid on any single item of Personal Effects and **valuables** section 3 is £10,000 unless otherwise shown in the **schedule**.

Standard construction

Built of brick, stone or concrete, with a pitched roof of slate, tile, or concrete with standard foundations

Subsidence

Downward movement of the site on which **your buildings** stand by a cause other than the weight of the **buildings** themselves.

Swimming pools/hot tubs/ jacuzzis

Privately owned swimming pools / hot tubs / jacuzzis – for the sole use of **you** and **your family** or any person lawfully in the **home**.

It is further understood and agreed that no cover will apply in respect of **communal swimming pools**.

Communal swimming pools - Swimming pools used on a shared basis with other **property** owners.

Unfurnished

The **home** does not have enough furniture to be lived in normally.

Unoccupied

The **home** has not been lived in for 60 days in a row. **Money, valuables** and credit cards to be removed.

Unspecified personal effects and clothing

Personal **property** which is designed to be worn or carried on or about the person taken away from the **home**.

Valuables

Jewellery, gold, silver, precious metals, clocks and watches, records, CDs and DVDs, coin, medal and stamp collections, works of art, figurines, vases and furs. **Our** liability in respect of **valuables** shall not exceed 20% of the **contents** sum insured in any one period of insurance.

In respect of the optional **valuables** in or away from the **home** under Section 3 - the maximum amount to be paid on any single item is £10,000 unless otherwise shown in the **schedule**. The limit of 20% of the **contents** sum insured does not apply under Section 3.

We/Us/Our

The insurer(s) stated in the **schedule** and Intasurre as administrators of the policy.

You/Your family

You, your spouse or domestic partner who lives at the same address as **you** and shares financial responsibilities, **your** children, parents and other relatives who permanently reside with **you** including foster and cared for children who may be under the legal guardianship of a Local Authority.

Sum Insured

Standard Buildings

The buildings sum insured will be up to £1m. This will protect the insured against any rebuild cost inflation and remove the danger of under insurance. Properties with a known rebuild value in excess of £1m will be referred to Underwriting.

Grade II Listed Buildings

The sums insured will be adjusted annually in line with the British Royal Institute of Chartered Surveyors.

Index Linking

Contents

The Government's General Index of Retail Prices. Should this Index not be available another appropriate Index will be used.

Important

Because of regional and national variations in the construction of buildings and cost of materials you should review your buildings sum insured on a regular basis.

No additional charge will be made for this during each year but renewal premiums will be calculated on the adjusted Sums Insured.

Index Linking will continue from the date of loss or damage to the settlement of the resulting claim provided you have not unreasonably delayed notification or settlement of the claim.

Section 1 - BUILDINGS

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

The amount of any excess shown in your schedule	
<p>A The Basic Cover Loss of or damage to buildings caused by:</p>	<p>A Damage caused by defective design, faulty workmanship or defective materials or gradually operating cause.</p>
<p>1 Fire, explosion, lightning, earthquake or subterranean fire.</p>	<p>1 The first £1,000 of any claim for damage caused by earthquake or subterranean fire.</p>
<p>2 Subsidence or heave of the site on which the buildings stand, or landslip.</p>	<p>2 (a) The first £1,000 of any claim (unless higher excess specified) (b) Damage resulting from coastal or river erosion (c) Damage resulting from defective design, faulty workmanship or the use of defective materials (d) Damage resulting from demolition, alteration or repair to the buildings (e) Damage resulting from the bedding down of new structures or settlement of made-up ground (f) Damage resulting from the movement of solid floors unless the foundations beneath the external walls of your home are damaged at the same time (g) Damage to paths, drives, terraces, patios, walls, gates, fences, swimming pools/hot tubs/jacuzzis and tennis courts unless the foundations beneath the external walls of the home are damaged by the same cause and at the same time (h) Diminution of market value.</p>
<p>3 Smoke.</p>	<p>3 (a) Damage caused by any gradually operating cause. (b) Pollution damage.</p>
<p>4 Riot, civil commotion, labour or political disturbances.</p>	<p>4</p>
<p>5 Malicious persons or vandals</p>	<p>5 Loss or damage caused by (a) persons lawfully in the home. (b) whilst the home is unfurnished.</p>
<p>6</p> <ul style="list-style-type: none"> • Storm • Flood • Hail • Snow • Avalanche 	<p>6 Loss or damage caused. (a) by subsidence or landslip. (b) by frost. (c) to buildings of Light construction, domestic fixed fuel tanks in the open, gates, fences, hedges and garden sheds. (d) to swimming pool / hot tub / jacuzzi covers, filtration plants, heaters and pumps. (e) weight of snow on buildings of light construction, domestic fixed fuel tanks in the open, gates, fences, hedges and garden sheds. (f) by a rise in the water table (the level below which the ground is completely saturated with water)</p>

Section 1 - BUILDINGS

Your Schedule tells You if this Section is in force.

We will pay for

7 Theft or attempted theft.

8 Collision involving aircraft or aerial devices or anything dropped from them, vehicles or animals.

9 Escape of water, sewage or oil from any fixed heating or domestic water installation, washing machines or dishwashers.

10 Falling trees or branches (including the cost of removal up to £500), lamp posts or telegraph poles, causing damage to the **buildings**.

11 Falling receiving aerials and their fittings or masts, solar panels, satellite dishes and fittings.

12 Electrical Power Surges

Damage caused by electricity to **fixtures and fittings** and the electrical parts of any apparatus or its accessories caused by short-circuiting, spontaneous combustion or abnormal current.

We will not pay for

The amount of any **excess** shown in **your schedule**.

7 (a) Loss or damage caused by **you** or **your family** or tenant/ guest.
 (b) Solar panels unless securely fitted to the building in a non-accessible position, £500 **excess** will apply.
 (c) Theft unless there are signs of forcible or violent entry or exit.
 (d) Mysterious disappearance.

8 Damage caused by domestic pets or insects, or birds.

9 Loss or damage
 (a) to **buildings of light construction**.
 (b) caused by wet or dry rot.
 (c) to the installation itself caused by corrosion or wear and tear.
 (d) caused by frost/freezing is excluded whilst the **property** is vacant unless the temperature is maintained above 15°C or 59°F or the water supply is shut off and fixed water tanks, apparatus and pipes are drained, (excluding central heating systems) when the **property** is vacated for more than two weeks.
 (e) to **swimming pools/hot tubs/jacuzzis**, filtration plants, heaters and pumps and all other ancillary equipment.
 (f) and **we** do not cover the cost of repairing/replacing any plumbing or heating apparatus, including pipe work, showers, boilers etc that are the cause of the leak/burst. The policy covers the resultant damage from any escape of water.

10 (a) Damage to hedges, gates and fences.
 (b) Destruction or damage caused during felling or lopping operations.

11 Damage to the **fixtures and fittings** themselves caused by corrosion or wear and tear.

12 (a) Damage caused by electricity to **fixtures and fittings** the electrical parts of any apparatus and/or its accessories as a consequence of wear and tear or faulty maintenance of the electrical apparatus.
 (b) more than £1,000 in any one occurrence, and £3,000 in any one year of insurance.

Section 1 - BUILDINGS

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

The amount of any **excess** shown in **your schedule**.

13 Damage to Underground Services

Accidental damage to underground services to the **home** for which **you** are legally responsible.

13

- (a) Damage caused whilst clearing, rodding, or attempting to clear a blockage.
- (b) Damage caused by rodents / vermin.
- (c) Blockage in pipes.
- (d) Damage caused by gradually operating cause.

14 Glass and Sanitary Fixtures

Accidental breakage of fixed glass, wash basins, splashbacks, pedestals, sinks, lavatory pans, cisterns, bidets, baths, shower screens and fitted ceramic hobs.

Limited to £5,000 in any one period of insurance.

14

- (a) Damage to or the cost of removing or replacing frames.
- (b) Breakage of **property** not in sound condition.
- (c) **Frost damage**.

B Temporary Accommodation or Loss of Hiring Charges

- (a) The reasonable cost of **your** temporary accommodation in the event of the **home** being so damaged as to render it uninhabitable by any cause for which reimbursement is provided under Section 1A of this policy.

Our liability shall not exceed £15,000 in any one period of insurance.

- (b) Loss of hiring charges for bookings actually made and confirmed with **you** prior to and in the event of the **home** being so damaged as to render it uninhabitable by any cause for which reimbursement is provided under Section 1A of this policy.

Our liability shall not exceed £15,000 in any one period of insurance.

- (c) Loss of hiring charges for bookings actually made and confirmed with **you** prior to and in the event of pollution or oil spillage within a radius of one mile of the nearest beach.

Our liability shall not exceed £1,000 in any one period of insurance.

- (d) Loss of hiring charges as a result of any occurrence of murder or suicide or notifiable disease or illness arising from or traceable to foreign or injurious matter in food or drink at the **home**.

Our liability shall not exceed £1,000 in any one period of insurance.

Section 1 - BUILDINGS

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

The amount of any **excess** shown in **your schedule**.

C Removal of Debris and Demolition Costs

Expenses necessarily incurred by **you** with **our** consent in removing debris, dismantling and/or demolishing, shoring or propping up of the portion or portions of the insured **property** destroyed or damaged by any peril insured under Section 1 subject to **our** liability not exceeding £10,000 in any one period of insurance.

C

D Architects and Surveyors Fees / Local Authority Requirements

- (a) The cost of architects, surveyors and other fees for estimates, plans, specifications suggested by a loss adjuster, quantities, tenders and supervision necessarily and reasonably incurred in reinstatement consequent upon destruction of or damage to the **buildings** by any peril hereby insured against, not exceeding the scale of fees laid down by the Royal Institution of British Architects, the Royal Institute of Chartered Surveyors or other appropriate
- (b) The cost of meeting building regulations or municipal or local authority bye-laws.

D

- (a) Fees for preparing any claim
- (b) Any cost **you** are legally responsible for paying because of notice served upon **you** before the date of loss or damage.

E Moving Home

If **you** are selling the **home** the purchaser will have the benefit of this Section during the period between exchange of contracts and completion provided that the **home** is not insured elsewhere.

E

F Loss of Metered Water and Oil

Providing cover by Section 2 - Contents is not in force, loss of metered water or domestic heating oil (for which **you** are legally responsible) following accidental damage to fixed domestic water or heating installations situated in or on the **home**.

F

- (a) Excluding loss or damage caused while the **home** is **unfurnished** or **unoccupied** for a period in excess of 60 days.
- (b) More than £1,500 for any one claim during any one period of insurance.
- (c) **Swimming pools/hot tubs/jacuzzis.**
- (d) Loss or damage caused by frost/freezing whilst the **property** is vacant unless the temperature is maintained above 15°C or 59°F or when the **property** is vacated for more than two weeks the water supply is shut off and fixed water tanks, apparatus and pipes are drained, (excluding central heating systems).

Section 1 - BUILDINGS

Your Schedule tells You if this Section is in force.

We will pay for

G Trace and Access

We will pay the cost (**incurred with our permission**) of finding the source of any escape of water or oil from any fixed domestic water services or heating installations within the main building of **your home**, including subsequent repairs to walls, floors or ceilings.

H Emergency Access

Damage to **your home** caused by forced access to attend a medical emergency or an event which could result in damage to the **home**.

We will not pay for

The amount of any **excess** shown in **your schedule**.

G

- (a) More than £2,000 for any one claim during any one period of insurance.
- (b) The cost of repairing/replacing the pipe work.
- (c) Damage to **swimming pools./hot tubs/jacuzzis**
- (d) Damage to underground services.
- (e) Damage caused by frost/freezing whilst the **property** is vacant unless the temperature is maintained above 15°C or 59°F or the water supply is shut off and fixed water tanks, apparatus and pipes are drained, (excluding central heating systems) when the **property** is vacated for more than two weeks

H

Section 1 - BUILDINGS

Accidental Damage Cover

Your Schedule tells You if this Section is in force.

We will pay for

1 Accidental Damage to the Buildings

Applicable only when **property** is occupied by the **insured** and any member of the **insured's** family.

We will not pay for

The amount of any **excess** shown in **your schedule**.

1

- (a) Loss or damage while **your home** or any part of it is let to tenants or occupied by paying guests.
- (b) The cost of maintenance.
- (c) Damage caused by settlement or shrinkage of the **buildings**.
- (d) Damage caused by **subsidence** or **landslip**.
- (e) Damage caused by wear and tear, atmospheric or climatic conditions, rot, fungus, insects, vermin, domestic pets or any gradually operating cause.
- (f) Damage caused by defective design, faulty workmanship or the use of defective materials.
- (g) Any loss, destruction or damage specifically excluded elsewhere in Section 1.
- (h) Loss or damage by inherent defect and electrical or mechanical breakdown.
- (i) **Swimming pools/hot tubs/jacuzzis**, filtration plants, heaters, pumps and **swimming pool/hot tub/jacuzzi** covers.
- (j) Solar panels.
- (k) Damage caused by pollution.

Section 1 - BUILDINGS

Accidental Damage Cover Extended to Tenants/Guests

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

1 Accidental Damage to the Buildings

Applicable only when **property** is occupied by tenants/guests.

Limited to £5,000 in any one loss.

1

- (a) The cost of maintenance.
- (b) Damage caused by settlement or shrinkage of the **buildings**.
- (c) Damage caused by **subsidence** or **landslip**.
- (d) Damage caused by wear and tear, atmospheric or climatic conditions, rot, fungus, insects, vermin, domestic pets or any gradually operating cause.
- (e) Damage caused by faulty workmanship or defective design or the use of defective materials.
- (f) Any loss, destruction or damage specifically excluded elsewhere in Section 1.
- (g) Loss or damage by inherent defect and electrical or mechanical breakdown.
- (h) **Swimming pools/hot tubs/jacuzzis**, filtration plants, heaters, pumps and **swimming pool/hot tub/jacuzzi** covers.
- (i) Solar panels.
- (j) Damage caused by pollution.

Section 2 - CONTENTS

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

The amount of any excess shown in your schedule .	
<p>The maximum amount to be paid on any single of contents (£10,000) unless otherwise shown in the schedule.</p> <p>Valuables shall not exceed 20% of the contents sum insured in any one period of insurance.</p> <p>Entertainment equipment shall not exceed 40% of the contents sum insured in any one period of insurance.</p>	
<p>A The Basic Cover Loss of or damage to contents contained in the home and its domestic out-buildings and garages caused by:</p>	<p>A Damage caused by faulty workmanship or defective design or defective materials or gradually operating cause.</p>
<p>1 Fire, explosion, lightning, earthquake or subterranean fire.</p>	<p>1 The first £1,000 of any claim for damage caused by earthquake or subterranean fire.</p>
<p>2 Smoke.</p>	<p>2 (a) Damage caused by any gradually operating cause (b) Damage caused by pollution.</p>
<p>3 Riot, civil commotion, labour or political disturbances.</p>	<p>3</p>
<p>4 Malicious persons or vandals.</p>	<p>4 Loss or damage caused by: (a) persons lawfully in the home. (b) whilst the home is unfurnished.</p>
<p>5</p> <ul style="list-style-type: none"> • Storm • Flood • Hail • Avalanche 	<p>5 (a) Damage caused by subsidence or landslip. (b) Damage to swimming pool/hot tub/jacuzzi covers. (c) Contents in the open. (d) Loss or damage caused by a rise in the water table (the level below which the ground is completely saturated with water)</p>
<p>6 Escape of water, sewage or oil from any fixed heating or domestic water installation, washing machines or dishwashers.</p>	<p>6 Loss or damage (a) caused by wet or dry rot. (b) to the installation itself caused by corrosion or wear and tear. (c) caused by frost/freezing whilst the property is vacant unless temperature is maintained above 15°C or 59°F or the water supply is shut off and fixed water tanks, apparatus and pipes are drained (excluding central heating systems) when the property is vacated for more than two weeks. (d) and we do not cover the cost of repairing/replacing any plumbing or heating apparatus, including pipe work, showers, boilers etc, that are the cause of the leak/burst. The policy covers the resultant damage from any escape of water.</p>

Section 2 - CONTENTS

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

	The amount of any excess shown in your schedule .
<p>7 Theft or attempted theft.</p>	<p>7 (a) Loss or damage occurring whilst the home or any part is vacant, lent or let unless involving forcible and violent entry to or exit from the home. (b) Loss or damage by you or your family or any tenant/guest. (c) Loss by deception unless deception is only used to gain entry to the home. (d) Any amount in excess of £2,500 for loss from outbuildings including garages. (e) Contents in the open. (f) Mysterious disappearance.</p>
<p>8 Collision involving aircraft or aerial devices or anything dropped from them, vehicles or animals.</p>	<p>8 Damage caused by domestic pets or birds.</p>
<p>9 Falling trees or branches, lamp posts or telegraph poles. Limited to the cost of removal up to £500.</p>	<p>9 a) Destruction or damage caused during felling or lopping operations.</p>
<p>10 Falling receiving aerials and their fittings or masts, solar panels, satellite dishes and fittings. Our liability shall not exceed £1,500 in any one year of insurance.</p>	<p>10 (a) Damage caused by frost. (b) Damage caused by corrosion of fittings.</p>
<p>11 Electrical Power Surge Damage caused by electricity to appliances and the electrical parts of any apparatus or its accessories caused by short-circuiting, spontaneous combustion or abnormal currents. Limited to £1,000 any one occurrence, and £3,000 in any one year of insurance.</p>	<p>11 (a) Damage to records, tapes, films, cassettes, discs, cartridges, styli, or computer software. (b) Damage caused by wear and tear or used contrary to the manufacturer's instructions. (c) Damage caused by electricity to fixtures and fittings the electrical parts of any apparatus and/or its accessories as a consequence of wear and tear or faulty maintenance of the electrical apparatus.</p>
<p>12 Breakage of Glass and Mirrors Accidental breakage of mirrors, glass tops to furniture and ceramic hobs and fixed glass in furniture in the home. Limited to £5,000 in any one period of insurance.</p>	<p>12</p>

Section 2 - CONTENTS

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

The amount of any **excess** shown in **your schedule**.

B Contents Away from the Premises

The **contents**, if and so far as these are not otherwise insured, whilst temporarily removed from the **home**.

- (a) Loss or damage caused by any of the perils insured under Section 2A whilst in any trade building for the purpose of alterations, cleaning or processing, or in any furniture depository, up to a limit of 20% of the Sum Insured on **contents**.
- (b) Loss or damage elsewhere caused by the perils of Fire, Lightning, Explosion, Aircraft only.
- (c) Loss or damage during the process of removal and transit following permanent change of **home** or whilst in transit to and from any furniture depository, caused by the perils of Fire, Lightning, Explosion, Aircraft.

B

- (i) **Contents** outside the country in which the **home** is situated.
- (ii) Cash, currency, bank notes, negotiable documents or coins and stamps (including coins or stamps forming part of a coin or stamp collection).

C Cash in Meters

Loss of cash contained in electricity or gas supply meters, in **your property** or for which **you** are responsible following violent or forcible entry to the **home**.

Limited to a maximum of £50.

C

- (a) Loss of cash in external meters of any kind.

D Additional Costs

Additional costs of alternative accommodation necessarily incurred by **you** as occupier if the **buildings** are rendered uninhabitable by any of the insured perils, not exceeding 10% of the Sum Insured on **contents** of the Building(s) damaged or destroyed.

D

E Loss or Theft of Keys

The cost of replacing a lock or mechanism in the event of the keys to the locks:-

- (a) of any external door of the **home**,
- or**
- (b) of the alarm system or domestic safe, if fitted, being accidentally lost or stolen.

Claims are limited to £750 in respect of any one occasion.

E

Section 2 - CONTENTS

Your Schedule tells You if this Section is in force.

We will pay for

F Loss of Metered Water and Domestic Fuel
 Loss of metered water or domestic heating oil (for which **you** are legally responsible) following accidental damage to fixed domestic water or heating installations situated in or on the **home**.
 Limited to £1,500 for any one claim during any one period of insurance.

G Garden Ornaments and Furniture
We will pay the cost of replacing or repairing **your** garden furniture, unfixed statues and barbeque equipment for loss or damage caused by an insured peril other than Storm, or Flood.
 Limited to a maximum of £1,500 any one period of insurance.

H Pedal Cycles
 Pedal cycle(s) and its accessories are insured against loss or damage caused by theft or attempted theft within the boundaries of the **home**.
 Limited to £500 per cycle, unless specifically itemized within the Personal Effects and Valuables Section. 3

I Freezer Contents
 The freezer and refrigerator contents are insured against spoilage caused by accidental failure of the freezer and/ or refrigerator; refrigerator fumes escaping from the equipment; accidental failure of the electricity or gas supply.
 Limited to £1,000.

J Personal Money
 Limited to £350 in any one period of insurance.

K Replacement of Title Deeds
 £1,000 of cover towards the costs of preparing new title deeds for the building should they be lost or damaged as a result of an insured peril.

We will not pay for

The amount of any **excess** shown in **your schedule**.

- F**
- (a) Loss or damage caused while the **home** is **unfurnished** or **unoccupied** for a period in excess of 60 days.
 - (b) **Swimming pools/hot tubs/jacuzzis**.
 - (c) Caused by frost/freezing whilst the **property** is vacant unless temperature is maintained above 15°C or 59°F or when the **property** is vacated for more than two weeks the water supply is shut off and fixed water tanks, apparatus and pipes are drained (excluding central heating systems).

G

H

- Loss or damage:
- (a) caused by electrical and/or mechanical fault or breakdown.
 - (b) to tyres, lamps or other accessories unless the pedal cycle is lost or damaged at the same time.
 - (c) while the pedal cycle is used for racing or is hired or lent to anyone.
 - (d) by theft unless in a building or securely locked to an immovable object.

I

- Loss or damage:
- (a) caused by the deliberate restriction or withholding of the electricity or gas supply by any supply authority.
 - (b) caused by any strike, lockout or industrial dispute.
 - (c) damage to the freezer or refrigerator itself.

J

- (a) Loss of **money** not reported to the Police within 24 hours of discovery.
- (b) Loss of **money** from garages or outbuildings or **money** held for business or professional services.

K

Section 2 - CONTENTS

Accidental Damage Cover for Insured and Family

Your Schedule tells You if this Section is in force.

We will pay for

1 Accidental Damage to the Contents

Applicable only when **property** is occupied by the **insured** and any member of the **insured's** family.

Our liability in respect of **valuables** shall not exceed 20% of the **contents** sum insured in any one period of insurance.

Handheld computer games and consoles limited to £500.

We will not pay for

The amount of any **excess** shown in **your schedule**.

1

- (a) Loss or damage while **your home** or any part of it is let to tenants or occupied by paying guests.
- (b) The cost of maintenance.
- (c) Damage caused by settlement or shrinkage of the **buildings**.
- (d) Damage caused by **subsidence** or **landslip**.
- (e) Damage which is specifically excluded elsewhere in section 2 - Contents.
- (f) Damage to personal effects and clothing.
- (g) Deterioration of food.
- (h) Damage caused by wear and tear, atmospheric or climatic conditions, rot, fungus, insects, vermin, domestic pets, repair, cleaning, alteration, restoration, dyeing, depreciation or any gradually operating cause.
- (i) Damage caused by faulty workmanship or defective design or the use of defective materials.
- (j) Loss or damage by inherent defect and electrical or mechanical breakdown.
- (k) **Swimming pools/hot tubs/jacuzzis** and **swimming pool/hot tub/jacuzzi** covers.
- (l) Damage to **portable computer(s)**. (Unless specified on the **schedule**).
- (m) Loss or damage to Mobile phones unless specified on the policy **schedule** (cover at University is specifically excluded).
- (n) Damage to spectacles, contact lenses and corneal lenses.
- (o) Damage to dentures, dental related items and hearing aids. (Hearing aids excluded unless specified on the **schedule**).
- (p) Loss or damage caused by pollution.

Section 2 - CONTENTS

Accidental Damage Cover Extended to Tenants/Guests

Your Schedule tells You if this Section is in force.

We will pay for

1 Accidental Damage to the Contents

Applicable only when **property** is occupied by tenants/guests.

Our liability in respect of **valuables** shall not exceed 20% of the **contents** sum insured in any one period of insurance.

Handheld computer games and consoles limited to £500

Limited to £5,000 in any one loss.

We will not pay for

1

- (a) The cost of maintenance.
- (b) Damage caused by settlement or shrinkage of the **buildings**.
- (c) Damage caused by **subsidence** or **landslip**.
- (d) Damage caused by wear and tear, atmospheric or climatic conditions, rot, fungus, insects, vermin, domestic pets or any gradually operating cause.
- (e) Damage caused by faulty workmanship or defective design or the use of defective materials.
- (f) Any loss, destruction or damage specifically excluded elsewhere in Section 2.
- (g) Damage to personal effects and clothing.
- (h) Deterioration of food.
- (i) Loss or damage by inherent defect, electrical or mechanical breakdown.
- (j) **Swimming pools/hot tubs/jacuzzis** and **swimming pool/hot tub/jacuzzi** covers.
- (k) Damage to **portable computer(s)**. (Unless specified on **your schedule**).
- (l) Damage to spectacles, contact lenses and corneal lenses.
- (m) Loss or damage to Mobile phones unless specified on the policy **schedule** (cover at University is specifically excluded).
- (n) Damage to dentures, dental related items and hearing aids. (Hearing aids excluded unless specified on the **schedule**).
- (o) Loss or damage caused by pollution.

Section 3 - PERSONAL EFFECTS AND VALUABLES (ALL RISKS - covered away from the home)

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

The amount of any **excess** shown in **your schedule**.

Loss or damage listed under General Exclusions to Section 2.

A Unspecified Valuables, Personal Effects and Clothing (worldwide)

Accidental loss of or damage to Unspecified **Valuables**, Personal Effects, Clothing and Sports Equipment up to a maximum amount as shown on the **schedule** with any single item up to £10,000.

Cover is limited to £1,000 for theft from any unattended motor vehicle per claim.

Limited to the specific value on the policy **schedule**.

Handheld computer games and consoles limited to £500

A Loss or damage:

- (a) to compact discs, cassettes, or records worth more than £100 in total.
- (b) to sports equipment in the course of play.
- (c) to equipment and accessories for mountaineering, potholing, snow skiing, snow boarding, water skiing, parachuting, hang gliding, paragliding, windsurfing, sailboarding, surfboarding, skin diving and other watersports.
- (d) to credit cards.
- (e) to contact lenses or corneal lenses, spectacles.
- (f) to any mechanically propelled vehicles, motorcycles, trailers, caravans, boats, aircraft and their respective parts.
- (g) other than by forcible and violent entry in respect of items kept in a car or commercial vehicle unless they are non visible from the exterior and stored in the boot or a concealed luggage compartment and the vehicle locked and, where applicable, the alarm installation activated.
- (h) to mobile phones unless specified on the policy **schedule** (cover at university is specifically excluded)..
- (i) to **portable computer(s)** unless specified on the policy **schedule**.
- (j) to pedal cycles (unless specified on the policy **schedule**):
- (k) to dentures, dental related items and hearing aids. (Hearing aids excluded unless specified on the **schedule**).
- (l) to jewellery or watches with a combined value greater than £10,001 unless such items are:
 - (i) being worn or,
 - (ii) being carried by hand under the close personal supervision of the **insured**, or
 - (iii) deposited in bank or locked safe, unless the **insured** is staying at an hotel or motel, when such items are to be kept in the main safe of the hotel or motel.

Section 3 - PERSONAL EFFECTS AND VALUABLES (ALL RISKS - covered away from the home)

Your Schedule tells You if this Section is in force.

We will pay for

We will not pay for

The amount of any **excess** shown in **your schedule**.

Loss or damage listed under General Exclusions to Section 2.

B Personal Money

Limited to £350 in any one period of insurance.

B

Loss of **money** not reported to the Police within 24 hours of discovery.

Loss of **money** from garages or outbuildings or **money** held for business or professional services.

Section 4 - LIABILITY

Your Schedule tells You if this Section is in force.

What is covered

Special Note

For the purpose of this Section only, the Definition of **policyholder/you/your** shall include any person or persons who with **your** permission temporarily occupy the **home**.

The Cover

You will, subject to the Limit of Indemnity, be reimbursed against all sums for which **you** may be legally liable to pay in respect of:-

- (a) accidental **bodily injury** to any person
- (b) accidental loss of or damage to **property** not belonging to **you** or in **your** custody or control or any of **your** tenants or employees
- (c) death, **bodily injury** or disease of any domestic employee.

The maximum amount payable under this Section in respect of any one claim or series of claims arising out of any one event is defined in the **schedule** and is in addition to costs and expenses incurred with **our** written consent.

What is not covered

Exclusions

We shall not reimburse **you** against liability: -

- (a) which attaches by virtue of an agreement but which would not have attached in the absence of such agreement.
- (b) for **bodily injury** to any person arising out of and in the course of employment or engagement by **you** or **your family** other than for solely private domestic duties where the maximum amount payable is £5,000,000.
- (c) arising out of **your** employment profession or business other than letting of **your home**.
- (d) arising out of the ownership of land or **buildings** other than the **home** detailed in the **schedule**.
- (e) for loss or damage to **property** belonging to **you, your family** or any third party, that is not included in the sum insured in **your** policy **schedule**.
- (f) arising in connection with the use ownership or custody of firearms (including handguns, shotguns, air rifles and air pistols) and all or any ammunition for such firearms.
- (g) arising from the use ownership or possession of any mechanically propelled vehicle.
- (h) arising from pollution or contamination of any sort and however caused.
- (i) arising out of any incidents where **you** are entitled to reimbursement under any other insurance except for the amount in excess of the limit payable (and for which payment has been agreed) under such other insurance.
- (j) for any condition which is directly or indirectly related to HIV (Human Immunodeficiency Virus) and/or HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or mutant derivatives or variations however caused.
- (k) arising from the ownership or possession of an animal to which any section of the Dangerous Dogs Act 1991, the Dangerous dogs (Northern Ireland) Order 1991, or the Dangerous Dogs Amendment 1997, the Control of Dogs (Scotland) Act 2010 or any amending legislation applies.

If your main residence is in the Republic of Ireland, the ownership or possession of an animal to which any section of the Control of Dogs Act 1986 or any amending legislation applies.

Section 4 - LIABILITY

Your Schedule tells You if this Section is in force.

“Sudden and Unintended Pollution”

Although liability in respect of pollution is excluded in general terms from cover under this policy, limited cover is provided by this Extension. Such cover is subject to all other provisions of this paragraph so far as they can be applied.

This section of the policy is extended to cover liability at law of the **policyholder** for damages and/or claimants costs in respect of accidental **bodily injury** or accidental damage to material **property** caused solely by:

Pollution:

Which results from a sudden identifiable and unintended incident and such incident takes place in its entirety at an identified time and place during any one period of insurance. All pollution which arises out of any one incident shall be treated as having taken place at the time such incident takes place.

Limit of Liability

Our liability for all damages payable by **you** under this Section to any claimant or number of claimants in respect of any one claim or all claims or a series arising out of one original cause shall not exceed the amount specified in the **schedule**.

Contractual Liability and Reimbursement to Principal

We will subject otherwise to the terms exceptions conditions and **endorsements** of this policy reimburse **you** under any Section against liability in respect of **bodily injury** or loss or damage to **property** as follows:

to the extent that any contract or agreement entered into by **you** with any Principal so requires **we** will:

- (a) reimburse **you** against liability assumed by **you**
- (b) reimburse the Principal in like manner to **you** in respect of the liability of the Principal arising out of the performance by **you** of such contract or agreement provided that:
 - (i) the conduct and control of claims is vested in **us**
 - (ii) the Principal shall observe fulfil and be subject to the terms conditions and **endorsements** of this policy so far as they can apply.
 - (iii) the reimbursement shall not apply to liability in respect of liquidated damages or under any penalty clause.

Where any reimbursement is provided to any Principal **we** will treat each Principal and **you** as though a separate policy has

been issued to each of them provided that nothing in this clause shall increase the liability of **us** to pay any amount in respect of any one claim or during any one period of insurance in excess of the Limit of Indemnity.

Reimbursement to other persons

In the event of **your** death **your** legal personal representative will be reimbursed in respect of such liability incurred by **you**.

Any of **your** domestic servants will be reimbursed in the same manner.

Section 5 - EMERGENCY PROPERTY ASSISTANCE

This section is managed and provided by Arc Legal Assistance Limited. It is underwritten by Inter Partner Assistance SA, on whose behalf We act.

The Insurer's liability is several and they are liable for their proportion of liability in respect of this section only and have no liability for any other insurers proportion or in respect of any other cover part of this policy.

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

Inter Partner Assistance in the UK is a branch of Inter Partner Assistance SA ('IPA'). IPA is authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority in the UK. Details about the extent of IPA's regulation by the Financial Conduct Authority are available from IPA on request. IPA is listed on the Financial Services Register under number 202664. This can be checked by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

IPA address details are:

Inter Partner Assistance, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR
Registered No: FC008998

Your Schedule tells You if this Section is in force.

MEANING OF WORDS & TERMS

Certain words and terms contained in this section of the policy have been defined as they have the same meaning wherever they appear.

Contractor

The contractor or tradesman appointed by **us** to help with **your emergency**.

Costs & Expenses

- Costs reasonably and properly incurred by the **contractor**.
- Alternative Accommodation Costs incurred under Insured Event 8.

Emergency

A sudden unexpected event occurring during the **Period of Insurance** which in **our** opinion requires immediate remedial action in order to:

- Prevent damage or avoid further damage to **your property** and/or
- Render **your property** safe or secure, and/or
- Restore the main services to **your property**, and/or
- Alleviate any health risk to anyone living at **your property**.

Insurer

Inter Partner Assistance SA, a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.

Limit of Indemnity

The **insurer** will pay the following **Costs and Expenses** subject to a maximum of £500 in total:

- The **contractor's** call-out charge, and/or
- Up to 2 hours **contractor's** labour costs, and/or

- Parts & materials and/or
- Alternative Accommodation costs under Insured Event 8

Period of Insurance

The period as shown in **your property** buildings and/or **contents** policy which is taken out at the same time as this policy.

Property

Material property.

Vermin

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

We/Us/Our

Inter Partner Assistance SA, and/or its service provider AXA Assistance (UK) Limited. AXA Assistance (UK) Limited will arrange for you to receive the Emergency services described in this section using authorised contractors.

You/Your family

You, your spouse or domestic partner who lives at the same address as **you** and shares financial responsibilities, **your** children, parents and other relatives who permanently reside with **you** including foster and cared for children who may be under the legal guardianship of a Local Authority.

Your Property

Your residential dwelling that is located in Great Britain and Northern Ireland and which is:

- Occupied by **you** and **your family** members as **your** main **home** or
- Provides self-contained accommodation for let to tenants for residential purposes.

Section 5 - EMERGENCY PROPERTY ASSISTANCE

Your Schedule tells You if this Section is in force.

What is Emergency Property Assistance

Whether **you** live at **your property** or rent it out to tenants Emergency Property Assistance is a cost-effective insurance product that will get **you** immediate assistance to respond to an unforeseen **emergency** which causes or could cause significant **property** damage or danger or distress to **your family** or tenants living at **your property**. Emergencies that affect residential **property** can be stressful and sometimes difficult to resolve, but with Emergency Property Assistance **you** will have peace of mind knowing that **we** are with **you** every step of the way, by not only appointing a suitably qualified **contractor** to attend **your property** but also meeting the costs associated with this.

Cover is provided 24 hours a day, 365 days a year for:

- Call-out charge
- Labour up to a maximum of 2 hours.
- Parts & materials
- Alternative Accommodation costs for **your family** or tenants.

The maximum payable per claim is £500.

Emergencies covered are:

- Breakdown of the main heating system.
- Plumbing and drainage problems.
- Damage to or failure of security at **your property**, including locks and windows.
- Breakage or failure of the sole toilet unit.
- Loss of the domestic power supply at **your property**.
- Lost keys.
- **vermin** infestation.

Claims Procedure

If there is an **emergency** at **your property** please contact **us** on **0333 999 3551** straight away. **You** will need **your** policy number. **We** will ask **you** for **your** name, the **property** address, postcode, and the nature of the problem. Depending on the circumstances **we** will decide on the best course of action to mitigate **your** loss &/or repair the damage. **You** should not call out **your** own contractors as **we** will not pay the costs incurred and it could invalidate **your** cover.

If the incident relates to an **emergency** covered under **your** policy **we** will instruct a member of **our emergency contractor** Network. If the incident is not covered by this policy then **we**

can still provide assistance which will be at **your** own cost. This may also be an event covered by **your property buildings** &/or **contents** policy and **we** will seek to advise **you** accordingly.

Please note that adverse weather conditions and remote locations may affect normal standards of service.

If **you** need to claim for alternative accommodation **you** should obtain **our** authority to incur any costs prior to **us** reimbursing **you**.

Any major **emergency** which could result in injury or serious damage to the **property** must be reported to the Emergency Services or the company that supplied the service.

Please note that **your** call may be recorded for **our** training and **our** security purposes and will be answered as soon as possible.

What happens if I have a complaint?

We will always aim to do **our** best. However there may be times when **you** are not happy with **our** services.

If **you** have a complaint about **our** service, **you** can write to our Customer Relations Manager at:

Customer Relations – Home Emergency
Inter Partner Assistance SA
The Quadrangle, 106-118 Station Road
Redhill, Surrey,
RH1 1PR
UK

or **you** can phone **us** on: 0330 123 3548 or **you** can email **us** at: homeemergencycomplaints@axa-assistance.co.uk

We will deal with **your** dissatisfaction as soon as **we** can and try to reach an amicable resolution.

If **we** are unable to reach a resolution within 8 weeks or if **you** are not happy with **our** resolution, **you** may have the right to refer the matter to the Financial Ombudsman Service by writing to:

Financial Ombudsman Service
Exchange Tower, London E14 9SR.
Telephone: 0800 023 4567
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Following the complaints procedure does not affect **your** legal rights.

Section 5 - EMERGENCY PROPERTY ASSISTANCE

Your Schedule tells You if this Section is in force.

Insured Events We Will Pay For

YOUR POLICY COVER

If an INSURED EVENT, or more than one INSURED EVENT that originates from the same cause, leads to an **emergency** at **your property** the **insurer** will pay **your costs & expenses** up to the **limit of indemnity** provided that:

- 1 The claim is reported to **us**
 - during the **period of insurance**.
 - immediately after **you** first become aware of circumstances which could give rise to a claim under this section.
- 2 **You** always agree to use the **contractor** chosen by **us**.

1 MAIN HEATING SYSTEM

The total failure or breakdown of the main heating system at **your property**.

2 PLUMBING & DRAINAGE

The sudden damage to, or blockage or breakage or flooding of, the drains or plumbing system likely to cause damage to **your property** or its **contents**.

3 PROPERTY SECURITY

Damage to or the failure of external doors, windows or locks which compromises the security of **your property**.

4 TOILET UNIT

Breakage or mechanical failure of the toilet bowl or cistern resulting in loss of function providing there is no other toilet in the **property**.

5 DOMESTIC POWER SUPPLY

The failure of the domestic electricity or gas supply at **your property**.

6 LOST KEYS

The loss of the only available keys if **you** cannot replace them to gain access to **your property**.

7 VERMIN INFESTATION

Vermin causing damage inside **your property** or a health risk to the occupants.

8 ALTERNATIVE ACCOMMODATION COSTS

Overnight accommodation costs including transport to such accommodation for occupants of **your property** following an **emergency** which renders the **property** uninhabitable.

Section 5 - EMERGENCY PROPERTY ASSISTANCE

Your Schedule tells You if this Section is in force.

The Insurer will not pay for

The insurer will not pay for any claim arising from or relating to:-

- 1 costs & expenses** which have been incurred before we accept a claim.
- 2** an Insured Event which happens within the first 48 hours of taking out this section if **you** take out this section at a different date from Section 1 and or 2 of this policy for Building and Contents cover.
- 3 costs & expenses** where there is no one at **your property** when the **contractor** arrives.
- 4** any matter occurring prior to, or existing at the start of cover under this section, and which **you** knew or ought reasonably to have known could give rise to a claim under this section.
- 5** Any defect, damage or failure caused by:
 - i) modification or attempted repair to all or any part of **your property** by **you** or **your** own contractor which results in damage to that or another part of **your** property;
 - ii) failure to comply with recognised industry standards;
 - iii) **your** or **your** contractor's malicious or willful action, misuse or negligence.
- 6** Any loss or damage resulting from a lack of proper maintenance, including that caused by or to a boiler or central heating system which has not been properly maintained in accordance with manufacturers' instructions.
- 7** LPG fuelled, oil fired, warm air, solar and un-vented heating systems or boilers with an output over 60kWh.
- 8** the cost of replacing or adjusting any decorative part of any equipment or of making permanent repairs to **your property**:
 - (a) once the **emergency** situation has been resolved including any redecoration or making good the fabric of the building.
 - (b) arising from damage caused in the course of the repair or investigation of the cause of the **emergency**.
- 9** the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply.
- 10** damage incurred in gaining access to **your property**.
- 11** the failure to maintain any system or equipment or the replacement of parts that gradually wear and tear over time.
- 12** garages, outbuildings, boundary walls, fences, hedges, cesspits, fuel tanks or septic tanks.
- 13 your property** being left **unoccupied** for more than 30 days consecutively unless **you** usually let out **your property** and are actively seeking a tenant.
- 14** goods or materials covered by a manufacturer's, supplier's or installer's warranty.
- 15** the failure of equipment or facilities which is as a result of them not being installed, maintained or serviced in accordance with statutory regulations or manufacturer's instructions, or which is caused by a design fault which makes them inadequate or unfit for use.
- 16** houses of multiple occupation.
- 17** subsidence, landslip or heave.
- 18 We** will not provide cover, pay any claim or provide any benefit if doing so would expose **us** 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

Section 5 - EMERGENCY PROPERTY ASSISTANCE - CONDITIONS

Your Schedule tells You if this Section is in force.

CONDITIONS WHICH APPLY TO THIS SECTION

Failure to keep to any of these conditions may lead the **insurer** to cancel this section, refuse a claim or withdraw from an ongoing claim. The **insurer** also reserves the right to recover **Costs & Expenses** from **you** should this happen.

1 Your Responsibilities

You must

- a) not do anything that hinders **us** or the **contractor**.
- b) tell **us** immediately after first becoming aware of any cause, event or circumstances which could give rise to a claim under this section.
- c) tell **us** immediately of anything that may materially alter **our** assessment of the claim.
- d) cooperate fully with the **contractor** and **us**.
- e) take reasonable steps to recover **costs & expenses** that the **insurer** pays and pay to the **insurer** all costs that are recovered should these be paid to **you**.

2 Our Consent

We must give **you our** consent to incur any **costs & expenses**. The **insurer** does not accept any liability for **costs & expenses** incurred without **our** consent.

3 Settlement

The **insurer** has the right to settle the claim by paying **you** the value of **your** claim.

4 Arbitration

If there is a dispute between **you** and **us** about the handling of a claim **you** can use **our** internal complaints procedure as described on page 31 of this policy. If the matter remains unresolved it shall be referred to the Financial Ombudsman Service for arbitration.

5 Data Protection Act

You agree that any information provided to **us** &/or the **insurer** regarding **you** will be processed by **us** &/or the **insurer**, 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.

6 Contracts (Rights of Third Parties) Act 1999

A person who is not party to this contract has no right to enforce the terms and conditions of this policy under the Contracts (Rights of Third Parties) Act 1999 other than any person or business appointed as **your** agent to manage the letting of **your property** to the extent that any such agent has acted on **your** behalf to bring a claim under this policy.

7 Fraudulent Claims

If the **Insured** makes a fraudulent claim under this policy the **Insurers** shall not be liable to pay the **Insured** any sums in respect of the fraudulent claim. The **Insurers** may recover from the **Insured** any sums that the **Insurers** have already paid to the **Insured** in respect of the fraudulent claim. The **Insurers** may by notice to the **Insured** treat this Policy as terminated with effect from the date of the **Insured's** fraudulent act.

8 Warranties

Where: (i) there has been a failure to comply with a term (express or implied) of this Policy, other than a term which defines the risk as a whole; and (ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, the **Insurer** cannot rely on the breach of such term to exclude, limit or discharge its liability if the **insured** shows that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If the **Insured** breaches any warranty in this Policy, the **Insurer's** liability under the Policy shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). The **Insurer** will have no liability to the **Insured** for any loss which occurs, or which is attributable to something happening, during the period when the **Insurer's** liability is suspended.

Section 6 - INTASURE IDENTITY THEFT HELPLINE (Optional)

This section is managed and provided by Arc Legal Assistance Limited. It is underwritten by Inter Partner Assistance SA, on whose behalf We act.

The Insurer's liability is several and they are liable for their proportion of liability in respect of this section only and have no liability for any other insurers proportion or in respect of any other cover part of this policy.

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

Inter Partner Assistance in the UK is a branch of Inter Partner Assistance SA ('IPA'). IPA is authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority in the UK. Details about the extent of IPA's regulation by the Financial Conduct Authority are available from IPA on request. IPA is listed on the Financial Services Register under number 202664. This can be checked by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

IPA address details are:

Inter Partner Assistance, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR
Registered No: FC008998

Your Schedule tells You if this Section is in force.

IDENTITY THEFT HELPLINE

If you require information on identity theft, our helpline can give you advice on the warning signs to look out for and tips to prevent yourself from becoming a victim.

In addition, if **you** discover **your** identity has been stolen, **you** will be provided with assistance and guidance on **you** recovering **your** identity.

The service will provide **you** with access by phone to repair **your** credit file(s) following an identity theft, by instructing all three credit reference agencies. The service is supported by a unique document management application that seamlessly automates the process and uniquely interacts with all three UK credit reference agencies. Documents will be personalized and generated on **your** behalf and posted to **you** for signing and forwarding on to the agencies.

Please make sure that **you** have **your** address history for the last six years.

All callers are provided with a dedicated case manager. This service is available Monday to Friday from 9am to 5pm. To ensure **we** maintain an accurate record, **your** telephone conversation will be recorded.

To contact the identity theft helpline please call +44 (0)344 770 1040

The identity theft helpline is provided on behalf of Intasure by Arc Legal Assistance Limited.

Section 6 - FAMILY LEGAL SOLUTIONS (Optional)

This section is managed and provided by Arc Legal Assistance Limited. It is underwritten by Inter Partner Assistance SA, on whose behalf We act.

The Insurer's liability is several and they are liable for their proportion of liability in respect of this section only and have no liability for any other insurers proportion or in respect of any other cover part of this policy.

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

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IPA address details are:

Inter Partner Assistance, The Quadrangle, 106-118 Station Road, Redhill, Surrey RH1 1PR
Registered No: FC008998

Your Schedule tells You if this Section is in force.

What is Family Legal Solutions?

Family Legal Solutions is a cost-effective insurance product that will help protect **you** and **your** family should **you** need to pursue or defend **your** legal rights. Legal issues can be complex and sometimes difficult to resolve, but with Family Legal Solutions **you** will have peace of mind knowing that **we** are with **you** every step of the way, by removing the financial burden that stressful legal situations can bring. Family Legal Solutions is designed to help in a number of situations including:

- the sale or purchase of goods and services, even those relating to building work carried out on **your home**.
- providing assistance in resolving insurance claims, where there is a dispute over the benefits of the policy.
- if **your** identity is used by another person to commit fraud or other crimes.
- if **you** have an employment dispute such as a claim for unfair dismissal or redundancy, or if during the course of **your** employment a criminal charge is or could be brought against **you**.
- pursuing a claim for death or injury against a negligent third party.
- helping **you** when there is a formal aspect or full enquiry into **your** personal tax affairs.
- disputes with **your** neighbours regarding a boundary dispute, noise or other legal nuisance.

Our claims staff, and those appointed on **your** behalf, will be available to answer your questions, by telephone or email, to provide **you** the reassurance you need at what can be a very difficult time.

When a claim does occur, **we** will appoint a solicitor, or another professional with the expertise in the area of law that matches **your** problem; this being a key component to providing maximum impact at outset.

But it doesn't end there. Family Legal Solutions also gives **you** access to:

- a 24 hour, 365 day legal helpline to provide advice on any personal legal matter.
- a service for the downloading of legal documents that might assist **you** with **your** personal legal-related activities. These include power of attorney, buying and selling your **home**, and even issues relating to pets and travel.
- a free will writing facility via our legal document service.

Additionally, **we** can also help **you** find the right solicitor, even if the matter is not covered by this policy, for example when moving **home**, or if you have matrimonial issues.

Family Legal Solutions: Peace of mind every step of the way.

Claims Procedure

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

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

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

Helpline

You can use the helpline service to discuss any problem occurring under this policy within the United Kingdom, the Channel Islands and the Isle of Man.

Section 6 - FAMILY LEGAL SOLUTIONS (Optional)

Your Schedule tells You if this Section is in force.

Simply telephone **0344 770 1040** and quote **"857 Intasure - Residential"**.

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

What happens if I change my mind after taking out the policy?

The policy provides **you** with a 14 day reflection period in which to decide whether **you** wish to continue. Cancellation is fully explained in condition 9 of the Policy Wording.

What happens if I have a complaint?

We aim 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 as 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.

Our contact details are:

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

The Financial Ombudsman Service contact details are:

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

Compensation

We are covered by the Financial Services Compensation Scheme.

You may be entitled to compensation from the scheme if **we** or Inter Partner Assistance cannot meet **our** obligations. **Your** entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at <http://www.fscs.org.uk/> or by telephoning 0800 678 1100.

Section 6 - FAMILY LEGAL SOLUTIONS (Optional)

Your Schedule tells You if this Section is in force.

DEFINITIONS

Wherever the following words and terms appear in this section in bold type they will have the same meaning wherever they appear below:

Appointed Advisor

The solicitor, accountant, or other advisor appointed by **us** to act on behalf of the **insured**.

Collective Conditional Fee Agreement

The separate agreement between the **appointed advisor** and **us** for paying his or her professional fees which is an enforceable **conditional fee agreement** that complies with sections 58, 58A, Courts and Legal Services Act 1990 (as substituted and inserted by section 27, Access to Justice Act 1999) which does not refer to specific proceedings but which provides for **your appointed advisor's** fees and expenses to be payable on a common basis.

Conditional Fee Agreement

The separate agreement between the **insured** and **your appointed advisor** for paying his or her professional fees which is an enforceable conditional fee agreement within the meaning of sections 58, 58A, Courts and Legal Services Act 1990 (as substituted and inserted by section 27, Access to Justice Act 1999), the format and contents of which have been agreed to by **us** before it is entered into.

Disclosure Breach

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

Home

The private dwelling of permanent construction built of **standard construction** comprising of house, bungalow, cottage or apartment name in the **schedule** and outbuilding used for domestic purposes. Terms of use include:

- personal use (home)
- let to family and friends
- short-term lets (up to six months)
- long-term lets (up to twelve months). Not covered under this policy please refer to the Landlord policy
- main residence
- inherited **property**. Not covered under this policy please refer to the Second Home/Holiday Home policy.

Insured

You, your spouse and other relatives permanently living with **you** in **your** principal **home** in the UK

Insurer

Inter Partner Assistance SA, a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.

Legal Costs & Expenses

- 1) In respect of all Insured Events other than as provided for in 2) & 3) below
 - a) Reasonable legal costs, fees and disbursements reasonably and proportionately incurred by the **appointed advisor** on the Standard Basis and agreed in advance by **us**.
 - b) Reasonable accountancy fees, disbursements and other costs reasonably incurred by the **appointed advisor** and agreed in advance by **us**.
 - c) Other side's costs, incurred in civil claims where the **insured** has been ordered to pay them or pays them with **our** agreement.
- 2) In respect of Insured Events 2 & 4 where the claim is brought within England & Wales and falls outside the jurisdiction of the **small claims court** reasonable legal costs reasonably and proportionately incurred by the **appointed advisor** on the Standard Basis and agreed in advance by **us** or in accordance with the Predictable Costs scheme if applicable.
- 3) In respect of INSURED EVENT 6c(ii) the **insured's** loss of earnings.

Limit of Indemnity

£50,000 which is the maximum **legal costs & expenses** payable by the **insurer** in respect of all claims related by time or original cause.

Period of Insurance

The period as shown in the **schedule** to which this policy attaches

Prospects of Success

In civil and criminal claims, where the **insured** has a greater than 50% chance of successfully pursuing or defending the claim. If the **insured** is seeking damages or compensation, there must also be a greater than 50% chance of enforcing any Judgment that might be obtained.

In criminal prosecution claims where the **insured** pleads guilty, there is a greater than 50% chance of successfully mitigating the **insured's** sentence or fine

In tax claims, any dispute or appeal where the **insured** has a greater

Section 6 - FAMILY LEGAL SOLUTIONS (Optional)

Your Schedule tells You if this Section is in force.

than 50% chance of being successful

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

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.

Territorial Limit

For Insured Events 2 and 4 the United Kingdom, Channel Islands, Isle of Man and countries in the European Union

For all other Insured Events the United Kingdom, Channel Islands and the Isle of Man

We/Us/Our

Arc Legal Assistance Limited.

You/Your

The person(s) named in the **schedule** to which this policy attaches

Section 6 - FAMILY LEGAL SOLUTIONS (Optional)

Your Schedule tells You if this Section is in force.

YOUR POLICY COVER

Following an Insured Event the **insurer** will pay the **insured's legal costs & expenses** up to the **limit of indemnity**, including the cost of appeals provided that:

- 1) **you** have paid the insurance premium,
- 2) the Insured Event occurs within the **territorial limit**
- 3) the claim
 - always has **prospects of success**
 - is reported to **us**
 - during the **period of insurance**
 - immediately after the **insured** first becomes aware of circumstances which could to give rise to a claim under this policy
- 4) the **insured** always agrees to use the **appointed advisor** nominated by **us** in any claim
 - falling under the jurisdiction of an Employment Tribunal or the **small claims court**, and/or
 - prior to the issue of proceedings
- 5) any proceedings or hearing are dealt with by a Court, tribunal or any other body that **we** agree to, in the **territorial limit**
- 6) in respect of a claim under Insured Events 2 or 4 the **insured** enters into a **conditional fee agreement** with the **appointed advisor** or **your appointed advisor** enters into a **collective conditional fee agreement** with **us** if the claim will be decided in a Court within England & Wales and falls outside the jurisdiction of the **small claims court**

Section 6 - FAMILY LEGAL SOLUTIONS (Optional)

Your Schedule tells You if this Section is in force.

INSURED EVENTS

The Insurer will pay for

1 Employment

A dispute with the **insured's** current, former or prospective employer relating to their contract of employment or related statutory rights

Provided that in respect of any claim falling under the jurisdiction of an Employment Tribunal the **insured** agrees to use the **appointed advisor** nominated by **us**

An employment dispute is deemed to have occurred once all internal dismissal, disciplinary and grievance procedures as set out under the Employment Act 2002 (Dispute Resolution) Regulations 2004 have been or ought to have been concluded

2 Contract

A dispute arising out of an agreement or alleged agreement which has been entered into by the **insured**.

3 Property

A dispute relating to material **property** which **you** own or is **your** responsibility

- a) following an event which causes physical damage to **your** material **property** including **your** principal **home**
- b) following a public or private nuisance or trespass provided that the **insured** is responsible for the first £250 of each and every claim

4 Personal Injury

An event causing the **insured** personal injury

The Insurer will not pay for

1

- 1) Any disputes relating solely to personal injury.
- 2) Defending any dispute other than defending a counter claim.

2 Any claim relating to

- 1) the letting leasing or licensing of land or **buildings** where **you** act as the landlord.
- 2) loans, mortgages, endowments, pensions, or any other financial or investment product
- 3) a business, venture for gain, profession or employment of the **insured**.
- 4) contracts involving motor vehicles
- 5) a settlement due under an insurance policy.
- 6) construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 including VAT.

3 Any claim relating to

- 1) a contract entered into by an **insured**
- 2) any building or land other than **your** principal **home**
- 3) a motor vehicle
- 4) the compulsory purchase of, or restrictions or controls placed on **your property** by any government, local or public authority
- 5) defending any dispute under 3 a) other than defending a counter claim

4 Any claim relating to defending any dispute other than defending a counter claim

Section 6 - FAMILY LEGAL SOLUTIONS (Optional)

Your Schedule tells You if this Section is in force.

The Insurer will pay for

5 Tax

A formal aspect or full enquiry into the **insured's** their personal tax affairs provided that all returns are completed and have been submitted within the statutory timescales permitted

6 Legal Defence

a) Work

- Arising out of the **insured's** work as an employee
- (i) prior to being charged when dealing with the police or Health & Safety Executive or others with the power to prosecute
 - (ii) a prosecution brought against the **insured** in a court of criminal jurisdiction
 - (iii) a civil action brought against the **insured** for compensation under section 13 of the Data Protection Act 1998
 - (iv) civil proceedings brought against the **insured** under legislation for unlawful discrimination

b) Motor

a motoring prosecution brought against the **insured**.

c) Other

- (i) a formal investigation or disciplinary hearing brought against the **insured** by any trade association, professional or regulatory body
- (ii) being absent from work to attend any court, tribunal, arbitration, disciplinary hearing or regulatory proceedings at the request of the **appointed advisor** or whilst on Jury Service. The amount **we** pay shall not exceed £100 per day or part thereof less whatever is recoverable from the court or tribunal subject to a maximum of £1000

7 Identity Theft

A dispute arising from the use of the **insured's** personal information without their permission to commit fraud or other crimes

The Insurer will not pay for

5 Any claim arising from or relating to

- 1) an investigation by the Special Civil Investigation Office or the Special Compliance Office of HM Revenue and Customs
- 2) an investigation under the Civil Investigation of Fraud procedure
- 3) the submission of returns or accounts where the HM Revenue and Customs levy a penalty or claim for interest or which contain negligent misstatements
- 4) a tax avoidance scheme
- 5) a business or venture for gain of the **insured**

6 Any claim relating to

- 1) driving without motor insurance or a valid driving licence.
- 2) parking offences

7 Any **money** claimed, goods, choses in action, or other **property** or equivalent costs obtained as a result of the identity theft.

Section 6 - FAMILY LEGAL SOLUTIONS - CONDITIONS

Your Schedule tells You if this Section is in force.

Failure to keep to any of these conditions may lead the **insurer** to cancel **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** should this occur

1 The Insured's Responsibilities

An **insured** must

- a) observe and keep to the terms of this section of the policy
- b) not do anything that hinders us or the **Appointed Advisor**
- c) tell **us** immediately after you first become aware of any cause, event or circumstances which could to give rise to a claim under this policy
- d) tell **us** immediately of anything that may materially alter **our** assessment of the claim
- e) cooperate fully with the **appointed advisor** and **us**, give the **appointed advisor** any instructions **we** require, and keep them updated with progress of the claim
- f) provide **us** with everything we need to help **us** handle the claim
- g) take reasonable steps to recover **legal costs & expenses** that the **insurer** pays and pay to the **insurer** all costs that are recovered should these be paid to **you**
- h) tell the **appointed advisor** to have the **legal costs & expenses** assessed or audited if **we** require
- i) minimise any **legal costs & expenses** and try to prevent anything happening that may cause a claim
- j) allow the **insurer** at any time to take over and conduct in the **insured's** name any claim, proceedings or investigation

2 The Appointed Advisor

- a) In certain circumstances as set out in 2 c) below the **insured** may choose an **appointed advisor**. In all other cases no such right exists and **we** shall choose the **appointed advisor**.
- b) Where the **insured** wishes to exercise their right to choose, they should write to **us** with their nominated representative's name and address. The **insured's** chosen **appointed advisor** must agree to act under **our** standard terms of business and cooperate with **us** at all times. If **we** disagree over the appointment of an **appointed advisor** then **we** will agree for another suitably qualified person to decide the matter.

- c) If **we** agree to start legal proceedings and the court or tribunal requires any representative to be legally qualified, or there is a conflict of interest, the **insured** may choose a suitably qualified **appointed advisor**. The right of the **insured** to choose never applies to Employment Tribunal, Tax or **small claims court** claims unless there is a conflict of interest
- d) If the **appointed advisor** refuses to continue acting for the **insured** with good reason, the **insured** dismisses the **appointed advisor** without good reason, or the **insured** withdraws from the claim without **our** written agreement, cover will end immediately unless **we** agree to appoint another **appointed advisor**
- e) The **appointed advisor** must enter into a **conditional fee agreement** with the **insured** or a **collective conditional fee agreement** with **us** if a claim under Insured Events 2 or 4 will be decided by a Court within England & Wales and falls outside the jurisdiction of the **small claims court**
- f) During the course of the relationship with **our** panel of service providers, **we** may, for particular types of claim, receive a fee from the **appointed advisor** to whom the claim is sent. This fee (if it does apply), is a separate arrangement between **us** and the **appointed advisor**, and will never compromise **you** or any claim that **you** make under the policy

3 Our Consent

We must give **our** written consent to the **insured** to incur any **legal costs & expenses**. The **insurer** does not accept any liability for **legal costs & expenses** incurred without **our** written consent.

4 Settlement

- a) The **insurer** has the right to settle the claim by paying the value of **your** claim
- b) The **insured** must not negotiate, settle the claim or agree to pay any **legal costs & expenses** incurred without **our** written agreement
- c) If the **insured** refuses to settle the claim following
 - (i) a reasonable offer, or
 - (ii) advice to do so from the **appointed advisor**
 the **insurer** may refuse to pay further **Legal Costs & Expenses**

Section 6 - FAMILY LEGAL SOLUTIONS - CONDITIONS

Your Schedule tells You if this Section is in force.

5 Counsel's Opinion

We may require the **insured** to obtain and pay for an opinion from counsel regarding the merits or value of the claim. If the opinion supports the **insured** then the **insurer** will pay for the opinion.

6 Disputes

Subject to the **Insured's** right to refer a complaint to the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between the **Insured** and **us** may, where **we** both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

7 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.

8 Fraud

In the event of fraud, **we**:

- a) Will not be liable to pay the fraudulent claim
- b) May recover any sums paid to the **Insured** 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 the **Insured** in any regard after the fraudulent act.

9 Cancellation

- a) **You** may cancel the policy within 14 days of the date of issue of this policy with a full refund of the insurance premium paid
- b) **You** may cancel this policy at any time by giving at least 21 days written notice to **us**. The **insurer** will refund part of the premium for the unexpired period unless the **insured** has notified a claim which has been or is subsequently accepted under this policy in which case no return of premium shall be allowed.
- c) The **insurer** may cancel the policy at any time by giving at least 21 days written notice to **you**. The **insurer** will refund part of the premium for the unexpired period.

10 Acts of Parliament & Jurisdiction

All Acts of Parliament within the policy shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation.

This policy will be governed by English Law

11 Data Protection Act

It is agreed by the **insured** that any information provided to **us** &/or the **insurer** regarding the **insured** will be processed by **us** &/or the **insurer**, 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.

12 Contracts (Rights of Third Parties) Act 1999

A person who is not party to this contract has no right to enforce the terms and conditions of this policy under the Contracts (Rights of Third Parties) Act 1999.

13 Warranties

Where: (i) there has been a failure to comply with a term (express or implied) of this Policy, other than a term which defines the risk as a whole; and (ii) compliance with such term would tend to reduce the risk of loss of a particular kind and/or loss at a particular location and/or loss at a particular time, the **Insurer** cannot rely on the breach of such term to exclude, limit or discharge its liability if the **insured** shows that the failure to comply with such term could not have increased the risk of the loss which actually occurred in the circumstances in which it occurred.

If the **Insured** breaches any warranty in this Policy, the **Insurer's** liability under the Policy shall be suspended from the time of the breach until the time when the breach is remedied (if it is capable of being remedied). The **Insurer** will have no liability to the **Insured** for any loss which occurs, or which is attributable to something happening, during the period when the **Insurer's** liability is suspended.

14 Disclosure

If **You** fail to disclose relevant information or **You** disclose false information in relation to this policy, **We**, or Intasure, may:

- a) Cancel the contract and keep the premiums if the **Disclosure Breach** is deliberate or reckless

Section 6 - FAMILY LEGAL SOLUTIONS - CONDITIONS

Your Schedule tells You if this Section is in force.

- b) Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the **Disclosure Breach** been known
- c) Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the **Disclosure Breach** been known
- d) Proportionately reduce the amount **You** are entitled to in the event of a successful claim if a higher premium would have been charged had the **Disclosure Breach** been known.

15 Change in law

Cover under this policy is based on laws and regulations in force at the time that it was **written**. If We believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **We** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

Section 6 - FAMILY LEGAL SOLUTIONS - EXCLUSIONS

Your Schedule tells You if this Section is in force.

The Insurer will not pay for

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

1. **legal costs & expenses** incurred before **we** accept a claim
2. any actual or alleged act, omission or dispute occurring prior to, or existing at the inception in this section of the policy, and which the **insured** knew or ought reasonably to have known could give rise to a claim under this policy
3. where the amount in dispute is less than £100, or if the amount in dispute is payable in instalments then the instalment due and payable at the time of making the claim must exceed £100
4. an allegation or prosecution against the **insured** involving:
 - assault, violence or dishonesty;
 - malicious falsehood;
 - 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)
5. a dispute with another **insured** or any members of the **insured's** family
6. an Insured Event arising from an **insured's** deliberate or reckless act
7. fines, penalties or compensation
8. a judicial review
9. patents, copyright, trade marks, passing-off, trade or service marks, registered designs, secrecy and confidential information
10. a dispute with **us** or the **insurer** not dealt with under Condition 6
11. defamation
12. Group Litigation Orders

GENERAL CONDITIONS (applicable to Sections 1 - 4)

GENERAL CLAIMS CONDITIONS

1 Action by the Insured

In the event of any loss or damage the **insured** shall:

- (a) Notify **us** immediately, or at most within 21 days of discovery.
- (b) Notify police authorities immediately of any malicious damage/theft or within 24 hours of discovery or knowledge of same.
- (c) Undertake all steps to minimize the damage and prevent further damage occurring.
- (d) Provide to **us**;
 - (i) Full information concerning the damage/loss occurs;
 - (ii) All proofs and information made to the claim as may be required/requested;
 - (iii) If requested a statutory declaration of the truth of the claim;
 - (iv) Allow any third party as required by **us** access to the **property** and/or full information regarding the loss or damage.

2 Fraud

If the claim be in any respect fraudulent or if any fraudulent means or devices be used by **you** or anyone acting on **your** behalf to obtain any benefit under this policy, or if any loss destruction or damage be occasioned by **your** wilful act or with **your** connivance, all benefit under this policy shall be forfeited.

GENERAL CONDITIONS

1 Cancellation

We may cancel this policy or any part thereof by sending 30 days' notice by letter to **you** at **your** last known address. **you** shall thereupon become entitled to the return of a proportionate part of the premium corresponding to the unexpired period of insurance. Where a claim has been made during the current period of insurance no refund or credit of premium will be due.

For your cancellation rights, please refer to the "How to use your policy" section of your Policy Wording.

2 Instalment/Direct Debit

If **you** pay **your** premium by Direct Debit and there is any default in payment **we** may cancel the policy by giving notice in accordance with Condition 1 - Cancellation. However, no refund or credit of premium will be due when cancellation takes place in these circumstances.

Where a claim has been made during the current period of insurance the full annual premium will still be payable despite

cancellation of cover and **we** reserve the right to deduct this from any claim payment. In any event a due proportion of the premium and administration charge shall be payable for the period of cover provided.

3 Conditions Precedent

The due observance of the terms, provisions, conditions and **endorsements** of this policy by **you** in so far as they relate to anything to be done or complied with by **you** shall be a condition precedent to **our** liability to make any payment under this policy.

If **we** establish that **you** deliberately or recklessly provided **us** with false information **we** will treat this insurance as if it never existed and decline all claims.

4 Other Insurances

- (a) Section 1 - Buildings, Section 2 - Contents, Section 5 - Emergency Property Assistance and Section 6 - Family Legal Solutions

If at the time of any damage resulting in a loss under these Sections there be any other insurance effected by **you** or on **your** behalf covering such loss or any part of it, **our** liability hereunder shall be limited to **our** rateable proportion of such loss.

- (b) Section 3 - Liability

If the liability which is the subject of a claim under this Section is or would but for the existence of this Section be insured under any other insurance **we** shall not be liable under this Section except to the extent of any excess beyond the amount payable under such other insurance had this Section not been effected.

5 Reasonable Precautions

You shall at all times take reasonable precautions necessary to avoid or reduce any loss.

6 Protection Maintenance

Any protections provided for the safety of the insured property shall be maintained throughout the currency of this insurance and shall be in use at all times when the **home** is left unattended.

7 Changes to Circumstances

You must take all reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to, and renew **your** policy.

Please tell **us** within 14 days of becoming aware of any changes to the information **you** provided when applying for this insurance. Please contact **us** if **you** require a copy of **your** Statement of Fact or **your** schedule.

GENERAL CONDITIONS (applicable to Sections 1 - 4)

You must also tell **us** within 14 days of becoming aware:

- of any intended alterations, extension or renovation to the **buildings**. **You** do not need to tell **us** about internal alterations to the **buildings**.
- if someone other than **your family** is going to live in the **home**.
- of any change that may result in an amendment to the amounts insured or the limits that are shown in **your schedule**.
- of any change to the use of the **home**, e.g. if the **buildings** are to be lent, let, sub-let, or used for business purposes (other than occasional clerical work)
- of any change to the occupancy of the **buildings** e.g. if the **buildings** are to stop being **your** permanent residence or are to be **unoccupied** for any continuous period exceeding 60 days, or
- that any member of **your** household or any person to be insured by this policy is charged with, or convicted of a criminal offence (other than motoring offences).

When **we** are notified of a change, **we** will tell **you** whether this affects **your** policy, e.g. whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or a revised premium being applied to **your** policy. If **we** are not able to accept the change and it becomes necessary to cancel this insurance, **we** will do so as described within the cancellation conditions contained within the policy.

Important Notice:

Please note that if the information provided by **you** is not complete and accurate **we** may:-

- cancel **your** policy and refuse to pay any claim, or
- not pay any claim in full, or
- revise the premium and/or change any excess, or
- revise the extent of cover or terms of this insurance.

8 Several Liability

The liability of insurers is several and not joint and is limited solely to the extent of their individual proportions. The insurers are not responsible for the subscription of any co-subscribing insurer or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations.

GENERAL EXCLUSIONS (applicable to Sections 1 - 4)

We will not pay for

1 Radioactive Contamination

Any expense, indirect loss, legal liability or any loss or damage to **property** directly or indirectly arising from:

- (a) Ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- (b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

2 Sonic Bangs

Any loss, destruction or damage directly occasioned by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.

3 War

Any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event war invasion act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power.

4 Biological and Chemical Contamination Exclusion

We will not pay for:

1. Loss or damage to any property whatsoever, or any loss or expenses whatsoever;
2. Any legal liability of whatsoever nature;
3. Death or injury to any person;

Directly or indirectly caused by or contributed to by or arising from Biological or Chemical contamination due to or arising from;

- Terrorism; and/or
- Steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism.

For the purposes of this exclusion "terrorism" means any act(s) or any person(s) or organisation(s) involving:

- The causing, occasioning or threatening of harm of whatever nature and by whatever means;
- Putting the public or any section of the public in fear;

In circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

5 Property Ownership

The policy excludes loss and/or damage caused to the **property** and any **contents** as a direct result of any dispute over the ownership of the **property**.

6 Asbestos

Any legal liability of whatsoever nature directly or indirectly caused by, or contributed to, or arising from;

- (i) inhalation and/or ingestion of asbestos or exposure to asbestos or the existence of or the harmful nature of asbestos or health hazards associated with asbestos or any allegation or concern in relation thereto
- (ii) the presence of asbestos in any building and/or structure and /or on land and/or in the ground or the removal or mitigation of such asbestos or any obligation to investigate control or take action in respect of such asbestos.

It is further agreed that this insurance shall not apply to;

- (a) any obligation to defend any claim proceedings or suit brought against the insured
- (b) costs or expenses of whatsoever nature as a result of any matter referred to in paragraphs (i) or (ii) above.

The term asbestos shall include asbestos, asbestos fibres, derivatives of asbestos or any substance of compound containing asbestos or asbestos waste.

7 Government 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.

8 Wear and Tear

Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from wear and tear, depreciation, corrosion, rusting, damp, rising damp, rising water table, insects, vermin, fungus, condensation, fading, frost or anything that happens gradually, the process of cleaning, dyeing, repair, alteration, renovation, restoration or anything reaching the end of its serviceable life.

GENERAL EXCLUSIONS (applicable to Sections 1 - 4)

We will not pay for

9 Defective design or construction

Any loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or use of faulty materials.

10 Rot

Any loss, damage, liability, cost or expense of any kind caused by rot whether or not this is caused directly or indirectly by any other cover included in this insurance.

11 Electronic Data Exclusion

We will not pay for:

- a) Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from, and
- b) Any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from:
 - Computer viruses, erasure or corruption of electronic data,
 - The failure of any equipment to correctly recognise the change of date.

For the purpose of this exclusion 'computer virus' means a corrupting instruction from an unauthorised source that propagates itself via a computer system or network.

SETTLEMENT OF CLAIMS (applicable to Sections 1 - 4)

BUILDINGS

We will at **our** option pay the cost of repair or replacement, subject to repair or rebuilding being carried out provided that, at the time of loss or damage, the Sum Insured is not less than the rebuilding cost and the **buildings** are in good repair.

The rebuilding cost is the cost of rebuilding the **buildings** in the same size and style and condition as when new, including the additional costs described in paragraphs C and D of this Section 1.

The total amount payable under paragraphs A and B will not exceed the Sum Insured.

If the **buildings** are not in good repair or if repair or replacement is not carried out **we** will at **our** option:

- (a) pay the cost of repair or replacement less a deduction for wear and tear and depreciation.
- or**
- (b) pay for the reduction in market value caused by the loss or damage.

The Sum Insured will not be reduced by the amount of any claim.

Underinsurance

If the Sum Insured is less than the rebuilding cost **we** will only pay the same proportion of the loss or damage as the Sum Insured bears to the full rebuilding cost.

For example, if the Sum Insured represents only one half of the rebuilding cost **we** will only pay for one half of the amount lost or damaged.

This provision will not be applied where:

- (a) the total claim does not exceed £500.
- (b) at the time of a claim the Sum Insured represents more than 85% of the full rebuilding cost and subject to **you** re-valuing the Sum Insured thereafter.
- (c) cover is provided in addition to Community Insurance.

Matching Items

We will not pay the cost of replacing any undamaged item or parts of items forming part of a set, suite or other article of a uniform nature, colour or design when damage occurs within a clearly identifiable area or to a specific part.

Total Loss

In the case of a total loss, three estimates would be taken to rebuild the **property** as detailed on the policy **schedule** under the limits of the total Sum Insured stated on the **schedule** and commensurate with the **property** description provided. Where the insured **property** is part of multiple properties (blocks of flats) and no communal insurance cover (represented by the criteria of endorsement HH912) is in place the underwriter will award a cash equivalent based on the insured proportion of the total rebuild costs. This would be at the sole discretion of the underwriter.

CONTENTS – Including Personal Effects and Valuables

We will at **our** option pay the cost of repair or for replacement as new provided that, at the time of loss or damage, the Sum Insured is not less than the full replacement cost.

The full replacement cost is the cost of replacing all **contents** as new less an amount for wear, tear and depreciation on clothing and household linen.

In respect of any one claim **we** will not pay more than:

- (a) the Sum Insured as stated on **your schedule**.
- (b) **our** liability in respect of **valuables** shall not exceed 20% of the **contents** sum insured in any one period of insurance.
- (c) **our** liability in respect of **entertainment equipment** shall not exceed 40% of the **contents** sum insured in any one period of insurance.
- (d) the **Single article limit** of £10,000 for items of **contents** within the **home** unless otherwise shown in the **schedule**.
- (e) the **Single article limit** of £10,000 for **Personal Effects** and **Valuables** covered, under section 3, whilst away from the **home**.

The Sum Insured will not be reduced by the amount of any claim.

Underinsurance

If the Sum Insured is less than the full replacement cost **we** will only pay the same proportion of the loss or damage as the Sum Insured bears to the full replacement cost.

For example, if the Sum Insured represents only one half of the full replacement cost **we** will only pay for one half of the amount lost or damaged.

This provision will not be applied where:

- (a) the total claim does not exceed £500
- (b) at the time of a claim the Sum Insured represents more than 85% of the full replacement cost and subject to **you** re-valuing the Sum Insured thereafter.

Matching Items

We will not pay the cost of replacing any undamaged item or parts of items forming part of a set, suite or other article of a uniform nature, colour or design when damage occurs within a clearly identifiable area or to a specific part.

SETTLEMENT OF CLAIMS (applicable to Sections 1 - 4)

GENERAL

1 Loss of or Damage to Property

In the event of loss of or damage to **property** likely to result in a claim **you** must:

- (a) immediately report to the police any theft, malicious damage, vandalism or loss of **property**.
- (b) notify **us** by telephone or letter without unnecessary delay.
- (c) at **your** expense provide full details of the claim within 30 days.
- (d) supply **us** with full details of the claim within 30 days.
- (e) take all reasonable steps to minimize loss or damage and take all practical steps to recover lost **property** and discover any guilty person.

2 Legal Liability

In the event of any accident or incident likely to result in a legal liability claim **you** must:

- (a) advise **us** immediately and as soon as possible provide full written details and assistance as requested by **us**.
- (b) immediately send to **us** any letter, writ, summons or other legal document issued against **you** and **your family**.
- (c) not negotiate, pay, settle, admit or deny any claim without **our** written consent.

3 Our Rights

In the event of a claim **we** may:

- (a) enter into and inspect any building where loss or damage has occurred and take charge of any damaged **property**.
No **property** may be abandoned to **us**.
- (b) take over and control any proceedings in **your** name for **our** benefit to recover compensation from any source or defend proceedings against **you**.

4 Recovery of Lost or Stolen Property

If any lost or stolen **property** is recovered **you** must let **us** know as soon as reasonably possible by recorded delivery.

If the **property** is recovered before payment of the claim **you** must take it back and **we** will then pay for any damage.

If the **property** is recovered after payment of the claim it will belong to **us** but **you** will have the option to retain it and refund any claim payment to **us**.

5 Governing Law

There is a choice of law for this insurance, but unless **we** agree otherwise English Law applies.

ENDORSEMENTS (applicable to Sections 1 - 4)

The endorsements shown below, only apply to Your policy if the endorsement number is specified in Your policy Schedule and they are subject to the terms, conditions and limitations of this policy.

HH907

SECURITY ENDORSEMENT (STANDARD)

Whenever the **home** is left unattended or **unoccupied**, we will not pay for loss or damage unless:

Exit doors

The final exit door is fitted with and has in operation a:

- mortice deadlock **or**
- cylinder rim lock **or**
- multi-point locking system

Doors

All other external doors (excluding patio doors) and any access doors from adjoining or integral garages are fitted with and have in operation either:

- mortice deadlock **or**
- cylinder rim lock **or**
- multi-point locking system **or**
- security bolts fitted top and bottom

Patio doors

Sliding patio doors are fitted with and have in operation either:

- key-operated sliding door locks top and bottom **or**
- deadlock or catches securing into the frame operated by an internal handle **or**
- any internal patio door lock, or key operated lock mounted internally on the central rails

Windows

All ground floor, basement and accessible upper floor windows are fitted with and have in operation:

- lever operated window locks **or**
- catches **or**
- shutters **or**
- metal grilles embedded into the wall

HH908

SECURITY ENDORSEMENT (OVER-RIDER)

The Security Endorsement HH907 is set aside in consideration of the alternative security as advised either in the original Proposal Form or in correspondence either from the **policyholder** or the placing Broker.

Although the wording has been amended it is incumbent upon the **insured** to maintain the security in a good working order and to advise **us** if any major changes take place in the future.

HH909

SECURITY ENDORSEMENT (EIGHT WEEKS SET ASIDE)

The Security Endorsement HH907 will be set aside for a period of eight weeks from inception or the renewal date to enable the **policyholder** to arrange for the required security to be installed.

HH910

EARTHQUAKE EXCLUSION

We do not cover loss or damage caused by earthquake or volcanic eruption. This endorsement also excludes loss of rent cover and emergency accommodation and travel costs cover as a result of this uninsured loss.

HH912

COMMUNAL AREAS

The policy is extended in respect of the insured's proportion to include all commercial areas, common parts and community swimming pools attached to the block of apartments or properties to which the **complex** allows legitimate access.

Any commercial premises/activities that are included under the HH912 endorsement are protected under the Property Owner's Liability. Public and employer's liability for the commercial activities is expressly excluded.

HH915

PEDAL CYCLES (ALL RISKS - covered away from the home)

We will not pay for -

- loss or damage caused by electrical and/or mechanical fault or breakdown.
- loss or damage to tyres, lamps or other accessories unless caused by an accident to the pedal cycle or unless the pedal cycle is lost, damaged, stolen or destroyed by fire at the same time
- loss or damage while being used for track racing or trade purposes or is hired or lent to anyone.
- theft unless in a building or securely locked to an immovable object.

HH916

STILLAGE CLAUSE

It is a condition precedent to **our** liability that in respect of items stored or contained in the basement area or underground garage of the premises that they are stored at least 15cm off the floor and any exposed water pipes in the basement area or underground garage are suitably lagged.

HH917

LONG TERM LETS AND INVESTMENT PROPERTIES

Subject to the exclusion of Section 1b Loss of Hiring Charges other than confirmed Holiday Lets.

ENDORSEMENTS (applicable to Sections 1 - 4)

HH918

MACHINERY LIABILITY

In consideration of cover being extended to include a golf buggy, garden tractor or electric cycle, Section 4 - Liability Exclusion (g) is deleted and further that the limit of indemnity extends beyond the confines of the **property**, but not beyond the territorial limit of the country in which the **property** is situate. In respect of France liability is excluded.

HH920

FLOOD - INCREASED POLICY EXCESS

Our liability in respect to a claim for Flood Damage is subject to a £2,500 policy **excess** or 20% co-insurance contribution from the **insured**, whichever is the greater. This **endorsement** will apply to each and every claim for Flood.

HH922

BELLS ONLY ALARM WARRANTY

It is a condition precedent to **our** Liability in respect of loss or damage involving theft or attempted theft that:

- (a) The burglar alarm installed at **your home** be maintained in an efficient condition.
- (b) The burglar alarm be put into operation whenever **your home** is left unattended.

HH926

ACCIDENTAL DAMAGE COVER (INSURED AND FAMILY)

The policy is extended to provide optional accidental damage cover under Section 1 - Buildings and Section 2 - Contents. The Cover is subject to the policy standard **excess**.

HH927

RESTRICTION OF COVER BUILDINGS CLAUSE

Cover under Section 1 Buildings is limited to A1 (Fire, Lightning, Explosion, Subterranean Fire) only. An **excess** of £1,000 will also apply.

Any works carried out by a contractor will be excluded:

For the purpose of this exclusion a contractor is defined as any person, company or organization working at or on the **property**, including where **you** are working in **your** capacity as professional tradesman.

HH928

RESTRICTION OF COVER CONTENTS CLAUSE

Cover under Section 2 Contents is limited to A1 (Fire, Lightning, Explosion, Subterranean Fire) only. An **excess** of £1,000 will also apply.

Any works carried out by a contractor will be excluded:

For the purpose of this exclusion a contractor is defined as any person,

company or organization working at or on the **property**, including where **you** are working in **your** capacity as professional tradesman.

HH929

THEFT COVER (TENANTS/GUESTS)

Section 1 - Buildings A 7 and Section 2 - Contents A 7 Theft or Attempted Theft has been extended to include Theft or Attempted theft by Tenants/Guests. Cover is not included in respect of **valuables**. The Cover is subject to the policy standard **excess**.

HH931

ACCIDENTAL DAMAGE COVER (TENANTS/GUESTS)

Section 1 - Buildings Optional Accidental Damage Cover and Section 2 - Contents Optional Accidental Damage Cover has been extended to include Accidental Damage caused by Tenants/ Guests. The Cover is subject to the policy standard **excess**.

HH932

CENTRAL STATION MONITORED ALARM WARRANTY

It is a condition precedent to **our** Liability in respect of loss or damage involving theft or attempted theft that:

- (a) The burglar alarm installed at **your home** be maintained in an efficient condition.
- (b) The burglar alarm be put into operation whenever **your home** is left unattended.
- (c) **You** shall notify **us** immediately if written notice is received from the alarm receiving station warning of withdrawal of their response to calls from the Alarm.

HH933

NON-ADMITTED ENDORSEMENT

This insurance contract is negotiated and made in the United Kingdom between **you** and **us**, authorised to conduct insurance business in the United Kingdom. **You** acknowledge that no solicitation for the insurance has been made by **us** outside of the United Kingdom, that the contract is subject to English law and jurisdiction and that claims are payable in the United Kingdom. **You** acknowledge that any applicable future taxes (local) will be paid by **you** directly to the appropriate authority.

This will only apply in the year of notification by the local tax authorities. In all subsequent years Intasure will incorporate the local taxes within the premium.

HH950

SUBSIDENCE COVER EXCLUSIONS

Subsidence, landslip and **heave** are excluded on this policy.

This endorsement also excludes loss of rent cover and emergency accommodation and travel costs cover as a result of this uninsured loss.

ENDORSEMENTS (applicable to Sections 1 - 4)

HH951

FLOOD COVER EXCLUSIONS

Flood cover is excluded on this policy. This endorsement also excludes loss of rent cover and emergency accommodation and travel costs cover as a result of this uninsured loss.

HH952

RESTRICTION OF COVER BUILDINGS CLAUSE

Cover under Section 1 Buildings is limited to A1 (Fire, Lightning, Explosion, Subterranean Fire, Storm & Collision) only. An **excess** of £1,000 will also apply.

Any works carried out by a contractor will be excluded:

For the purpose of this exclusion a contractor is defined as any person, company or organization working at or on the **property**, including where **you** are working in **your** capacity as professional tradesman.

HH953

RESTRICTION OF COVER CONTENTS CLAUSE

Cover under Section 2 Contents is limited to A1 (Fire, Lightning, Explosion, Subterranean Fire, Storm & Collision) only. An **excess** of £1,000 will also apply.

Any works carried out by a contractor will be excluded:

For the purpose of this exclusion a contractor is defined as any person, company or organization working at or on the **property**, including where **you** are working in **your** capacity as professional tradesman.

HH955

STANDARD UNOCCUPIED WARRANTY

In respect of vacant premises or parts of premises which are vacant:

- (a) All services, except electricity to power intruder alarms where present shall be turned off at the main inlet, switches and stop-cocks as appropriate and all water systems (other than sprinkler installations) shall be drained down.
- (b) All external openings at ground &/or street level and all basements shall be secured against unauthorised entry.
- (c) The premises and their adjacent surrounds shall be kept clear of all loose combustible materials.
- (d) The premises shall be inspected on a weekly basis by a duly appointed representative of the **insured**, a record of all visits being maintained by the **insured**, and any defects in the above requirements rectified immediately.
- (e) The cover is subject to a £500 **excess** during the months of November to March inclusive in respect of escape of water.

HH956

PERMANENTLY UNOCCUPIED WARRANTY

In respect of any vacant premises or parts of premises which are

vacant:

- (a) All services, except electricity to power intruder alarms where present shall be turned off at the main inlet, switches and stop-cocks as appropriate and all water systems (other than sprinkler installations) shall be drained down.
- (b) All external openings at ground &/or street level and all basements shall be secured against unauthorised entry.
- (c) The premises and their adjacent surrounds shall be kept clear of all loose combustible materials.
- (d) The cover is subject to a £500 **excess** during the months of November to March inclusive in respect of escape of water.

HH957

BUILDING WORKS WARRANTY

In respect of any vacant premises or parts of premises which are vacant:

- (a) All external openings at ground &/or street level and all basements shall be secured against unauthorised entry.
- (b) The premises and their adjacent surrounds shall be kept clear of all loose combustible materials.
- (c) The premises shall be inspected on a regular basis by a duly appointed representative of the **insured**, a record of all visits being maintained by the **insured**, and any defects in the above requirements rectified immediately.

HH965

SIT-ON MOWER / MOBILITY SCOOTER WARRANTY

It is a condition precedent to **our** liability that Mower / Mobility Scooter keys must be removed from the vehicle and the vehicle must be locked in a secured out-building when not in use. The policy will not cover theft unless following forcible/violent entry. Vehicle disappearance by mysterious or undefined circumstances will not be covered by this policy.

HH966

STUDENTS IN UNIVERSITY ACCOMMODATION

Section 2 - Contents is extended to include contents in university accommodation. There is a maximum limit of cover up to £2,500 and there is a £250 **excess** applicable to each and every loss. The policy will not cover theft unless following forcible/violent entry. Disappearance by mysterious or undefined circumstances will not be covered by this policy. Cover for mobile phones is excluded. Cover for **portable computer(s)** excluded unless specified under Section 3 - Personal Effects and Valuables cover.

Section 4 - LIABILITY is extended to include members of **your family** whilst living in university accommodation.

ENDORSEMENTS (applicable to Sections 1 - 4)

HH967

PORTABLE COMPUTER(S) WARRANTY

Section 3 - Personal Effects and Valuables is extended to include **portable computer(s)** for any loss when transported by air or sea provided such **property** is kept as hand luggage when taken by air, and kept in a lock fast and secure cabin when taken by sea. Theft is not covered when left unattended and not at the Premises unless locked within a Building or a Hotel Room or safe and there is evidence of forcible or violent entry or exit from such Building Hotel Room or Safe. Cover excludes theft from motor vehicle. This endorsement extends cover to include accidental damage.

HH968

FLAT ROOF WARRANTY

It is warranted that all flat roof sections be inspected and tested at least once every two year period by a qualified independent building/roofing contractor and should be maintained as recommended. A £500 **excess** applies in respect of storm damage except for asphalt when the **excess** is £1,000.

HH975

HEARING AID COVER

Cover limited to £2,000 each unit excluding:

- (a) Swimming and bathing.
- (b) Loss of batteries.
- (c) Loss when unattended.
- (d) Wear and tear and deterioration of components.
- (e) **Damage** caused when with audiologists.
- (f) **Excess** of £250

HH976

SOLAR PANEL WARRANTY

A 20% co-insurance will apply in respect of accidental damage, malicious damage, theft, storm. A minimum **excess** of £500 will apply.

HH977

CHIMNEY / OPEN FIRE WARRANTY

This insurance excludes loss or damage by fire arising from the chimney unless the chimney has been swept on an annual basis and an appropriate certificate issued as confirmation.

HH978

WOOD BURNING HEATERS / STOVES WARRANTY

It is warranted that any wood burning heater or stove installed at the premises be fitted in accordance with the manufacturers instructions and that all chimney and flue pipes are free from contact with any combustible materials or combustible elements of the construction, and if so recommended that any chimney

stacks and flues are lined with a non-combustible material.

HH980

JEWELLERY CLAUSE

This insurance does not cover theft or disappearance of jewellery or watches unless the jewellery or watches are being worn or deposited in a bank or locked safe or hotel/motel safe or carried by hand and under your personal supervision.

HH997

SPLIT LIABILITY ENDORSEMENT - BUILDINGS

As listed in the **schedule, your** policy is extended to include Section 4 - Liability. **Our** liability shall not extend beyond that which is defined under **buildings**.

HH998

SPLIT LIABILITY ENDORSEMENT - CONTENTS

As listed in the **schedule, your** policy is extended to include Section 4 - Liability. **Our** liability shall not extend beyond that which is defined under **contents**.

HH999

RESTRICTION OF BUILDING COVER TO INDIVIDUAL APARTMENTS

The **property** insured under Section 1 Buildings consists of fixtures, fittings, improvements and decorations belonging to **you** or for which **you** are responsible. **Subsidence** cover excluded.

HH1000

INSURER

This insurance is underwritten by a consortium of the following leading UK insurers:-

Ageas Insurance Limited

Ageas Insurance Limited (Registered number: 354568) is registered at Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA

Royal & Sun Alliance Insurance plc

Royal & Sun Alliance Insurance plc (Registered number: 93792) is registered in England and Wales at St. Mark's Court, Chart Way, Horsham, West Sussex RH12 1XL.

Both insurers are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. **You** can check these details with the Financial Conduct Authority either on their website at www.fca.org.uk or by calling them on 0800 111 6768.

Details of each insurer's proportionate liability will be provided upon request.

COMPLAINTS PROCEDURE

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 or concerns about your insurance or the handling of a claim, you should contact:

The Managing Director
Intasure
AMP House
Dingwall Road
Croydon, Surrey CR0 2LX
United Kingdom

Tel: +44(0)208 274 6777

Policy Queries = Email: admin@intasure.com

Claims = Email: claims@intasure.com

Policy related complaints	Claims related complaints
<u>Customer Care Line</u> 3 Atlantic Quay 20 York Street Glasgow G2 8JH Tel: 0141 285 3539 Email: pencomplaints@penunderwriting.com	<u>Customer Care Line</u> Ryan Direct Group Quay Point Lakeside Boulevard Doncaster DN4 5PL Tel: 0344 854 2072 Email: customer.relations@ryandirectgroup.co.uk

If you remain dissatisfied, you may refer the matter at any time to the Financial Ombudsman Service which is an independent body that arbitrates on complaints. They can be contacted at the following address:

The Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London
E14 9SR

Tel: 0800 023 4567 (for landline users)
0300 123 9123 (for mobile users)

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

You have six months from the date of our final response to refer a complaint to the Financial Ombudsman Service.

Your right to take legal action against us is not affected by referral to either the Customer Relations Team or the Financial

Ombudsman Service. However, the Financial Ombudsman Service will not adjudicate on any case where litigation has commenced

In all communications the policy number appearing in the schedule should be quoted.

Definition of an Eligible Complaint

An eligible complainant is either a private individual, a micro enterprise which employs fewer than 10 persons and has a turnover or annual balance sheet that does not exceed £/€2 million, a charity with an annual income of less than £/€1 million or a trustee of a trust with a net asset value of less than £/€1 million at the time of the complaint. The FOS will only consider your complaint if you have given Intasure or the underwriter the opportunity to resolve it.

Financial Services Compensation Scheme (FSCS)

Ageas and Royal and Sun Alliance Insurance plc and Arc Legal Assistance Ltd are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if they are unable to meet their obligations to you under this contract.

If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of the contract.

Further information about this scheme is available from: Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

Tel: 0800 678 1100 or 020 7741 4100

Website: www.fscs.org.uk

Law Applicable to Contract

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both you and we may choose the law which applies to this contract, to the extent permitted by those laws. Unless you and we agree otherwise, we have agreed with you that the law which applies to this contract is the law which applies to the part of the United Kingdom in which you are based, or, if you are based in the Channel Islands or the Isle of Man, the law of whichever of those two places in which you are based.

We and you have agreed that any legal proceedings between you and us in connection with this contract will only take place in the courts of the part of the United Kingdom in which you are based, or, if you are based in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which you are based.

ENQUIRIES: 0345 111 0670

Monday - Friday 9am - 5.30pm

CLAIMS: 0345 111 0672

(24 hours)

IDENTITY THEFT HELPLINE: 0344 770 1040

Monday - Friday 9am - 5pm

FAMILY LEGAL ADVICE HELPLINE: 0344 770 1040 (24 hours)

For Personal Legal & Tax Advice

FAMILY LEGAL SOLUTIONS: 0344 770 9000 Monday - Friday 9am - 5pm

To report a claim

EMERGENCY PROPERTY ASSISTANCE: 0333 999 3551 (24 hours)





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Intasure
AMP House
Dingwall Road
Croydon
Surrey
CR0 2LX

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