

# POLICY WORDING

Please read carefully and retain



**intasure**<sup>®</sup>  
Insurance that speaks your language

**Property Insurance for**  
Homes & Holiday Homes in the UK

# Welcome to Intasure Property Insurance

designed specifically for Homes and Holiday Homes  
in the UK



Intasure's property insurance is exclusively designed for homes, holiday homes and second properties. This insurance is underwritten by a consortium of UK insurers as defined in the Policy Wording. Legal Expenses 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®

**ENQUIRIES: +44 (0)345 111 0670**

Monday - Friday 9am - 5.30pm

**CLAIMS: +44 (0)345 111 0672** (24 hours)

**FAMILY LEGAL PROTECTION: +44 (0)344 770 9000**

To report a claim

**FAMILY LEGAL ADVICE HELPLINE: +44 (0)344 770 1040** (24 hours)

For Legal advice on personal matters within UK, Channel Islands and Isle of Man & Tax Advice

### Intasure

AMP House  
Dingwall Road  
Croydon  
Surrey  
CR0 2LX

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 Holiday home**. **You** must tell **Us** immediately of any changes to this information including of course any change of address.

Please see condition 6 on page 25 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 28 and 29, 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

The governing law is English law unless expressly agreed otherwise.

## 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 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.

## How to use your Policy

**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 - 5)

**Certain words in your Policy have special meanings. These meanings are given below and will be printed in bold throughout the Policy.**

### Accidental Damage

Sudden, unexpected and visible damage which is not inevitable and has not been caused on purpose.

### Bodily injury

Death, injury, illness or disease.

### Buildings

Any permanent structure used for domestic purposes within the grounds of **Your Holiday 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.

### Chalet

A small wooden cabin or house used by holidaymakers, which may form a unit within a holiday **Complex**, often with a sloping or flat roof.

### 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 **Holiday home** or in the open within the boundaries of the land belonging to the **Holiday 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 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 computers**
- digital decoders;
- DVD recorders;
- game consoles;
- mobile phones;
- projectors;
- televisions

**Our** liability in respect of **Entertainment equipment** shall not exceed 40% of the **Contents** sum insured.

In respect of the optional (All Risks) Personal Effects in or away from the **Holiday home** under Section 3 - the maximum amount to be paid on any single item for a **Holiday home** is £1,000. 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.

### Family

All family (including adopted children, step-children and foster children), fiancé(e)s, co-habitees or partners. 'Family' does not include lodgers or tenants.

### Fixtures and fittings

All items that are fixed to and form part of the structure of the **Holiday 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

### 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.

### Holiday home

A second home that is not **Your** main residence. The private dwelling as described by **You** of permanent construction built of standard or **Non-standard construction** comprising of house, bungalow, cottage, **Chalet**, ski **Chalet**, **Log cabin** or apartment named in the **Schedule** and outbuildings used for domestic purposes. Terms of use include:

- personal use (**Holiday home**)
- let to **Family** and friends
- short-term lets (up to six months)
- long term lets (up to twelve months) excluding UK
- inherited **Property**

### **Landslip**

Downward movement of sloping ground.

### **Light construction**

Any domestic outbuilding, including sheds, greenhouses, glass conservatories, lean-tos, car ports and pergolas.

### **Log Cabin**

Totally timber built on a concrete base. Roofs may or may not be of timber.

### **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.

### **Period of insurance**

The length of time for which this insurance is in force, as shown in the **Schedule** and of which **You** have paid and **We** have accepted a premium.

### **Portable computer(s)**

'Portable computer(s)' includes but is not limited to:  
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.

### **Settlement**

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

### **Standard construction**

Built of brick, stone or concrete, and roofed with slate, tile or concrete pitched roof 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 pool/Hot tub/Jacuzzi**

Privately owned **Swimming pools**, **Hot tubs** or **Jacuzzis** – for the sole use of **You** and **Your Family** or any person lawfully in the **Holiday 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 **Holiday home** does not have enough furniture to be lived in normally.

### **Unoccupied**

The **Holiday home** has not been lived in for 60 days in a row.

### **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**.

Jewellery, watches, cameras, **Money** and credit cards to be removed if **Property** vacated for more than 48 hours.

In respect of the optional (All Risks) Valuables in or away from the **Holiday home** under Section 3 - the maximum amount to be paid on any single item for a **Holiday home** is £1,000 and per single item of jewellery £5,000 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 Intasure as administrators of the policy.

### **You/Your/Insured**

The person or persons named in the **Schedule** and all members of **Your Family** who permanently reside with **You**.

## Sum Insured

### Standard Buildings & Non-Standard Buildings

The Buildings sum insured will be whatever amount is printed on Your Policy Schedule. 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

### Buildings

The Sums Insured will be adjusted annually in line with the British Royal Institution of Chartered Surveyors.

### 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.	
<b>A</b>	<b>The Basic Cover</b> Loss of or damage to <b>Buildings</b> caused by:	<b>A</b>	
<b>1</b>	Fire, explosion, lightning or earthquake.	<b>1</b>	
<b>2</b>	Smoke.	<b>2</b>	
<b>3</b>	Riot, civil commotion, labour or political disturbances.	<b>3</b>	
<b>4</b>	Malicious persons or vandals.	<b>4</b>	Loss or damage caused whilst the <b>Holiday home</b> is <b>Unfurnished</b> .
<b>5</b>	<ul style="list-style-type: none"> <li>• Storm</li> <li>• Flood</li> <li>• Weight of snow</li> </ul>	<b>5</b>	Loss or damage caused: <ul style="list-style-type: none"> <li>(a) by <b>Subsidence, Heave</b> or <b>Landslip</b>.</li> <li>(b) to <b>Buildings</b> of <b>Light construction</b>, domestic fixed fuel tanks in the open, gates, fences, hedges and <b>Garden</b> sheds.</li> <li>(c) to <b>Swimming pool / Hot tub / Jacuzzi</b> covers, filtration plants, heaters and pumps.</li> <li>(d) weight of snow on <b>Buildings</b> of <b>Light construction</b>.</li> <li>(e) by a rise in the water table (the level below which the ground is completely saturated with water)</li> </ul>
<b>6</b>	Escape of water, sewage or oil from any fixed heating or domestic water installation, washing machines or dishwashers.	<b>6</b>	Loss or damage <ul style="list-style-type: none"> <li>(a) to <b>Buildings</b> of <b>Light construction</b>.</li> <li>(b) to <b>Swimming pools / Hot tubs / Jacuzzis</b>, filtration plants, heaters and pumps and all other ancillary equipment.</li> <li>(c) and <b>We</b> 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.</li> </ul> <p>The policy covers the resultant damage from any escape of water.</p>

## 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.

**7** Theft or attempted theft.

**7** Loss or damage caused:

- (a) 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 and violent entry or exit from the **Holiday home**.
- (d) whilst the **Holiday home** is **Unfurnished**.

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

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

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

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

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

**10**

**11 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 currents.

**11**

- (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 any one occurrence, and £3,000 in any **Period of insurance**.

**12 Damage to Underground Services**

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

**12**

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

**13 Glass and Sanitary Fixtures**

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

**13**

- (a) Damage to or the cost of removing or replacing frames.
- (b) Breakage of **Property** not in sound condition.
- (c) Frost damage.
- (d) More than £1,000 in any one **Period of insurance**

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 Temporary Accommodation or Loss of Hiring Charges**

- (a) The reasonable cost of **You** temporary accommodation in the event of the **Holiday 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 £25,000 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 **Holiday 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 £25,000 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 **Holiday home**.

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

#### **B**

#### **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.

- C** More than £10,000 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.

#### **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 professional institute current at the time of the destruction or damage.
- (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.
- (c) More than £50,000 in any one **Period of insurance**.

#### **E Moving Holiday Home**

If **You** are selling the **Holiday home** the purchaser will have the benefit of this Section during the period between exchange of contracts and completion provided that the **Holiday 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) to fixed domestic water or heating installations situated in or on the **Holiday home**.

#### **F**

- (a) Loss or damage caused while the **Holiday home** is **Unfurnished** or **Unoccupied**.
- (b) More than £1,500 for any one claim during any one **Period of insurance**.
- (c) Damage to **Swimming pools / Hot tubs / Jacuzzis**.

#### **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 Holiday home**, including subsequent repairs to walls, floors or ceilings.

#### **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

#### **H Emergency Access**

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

#### **H**

## 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.

#### **I 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.

**I**

#### **J Managing Agent Fees**

Up to £250 toward the cost of **Your** managing agent fees incurred for services in relation to the handling of a claim on **Your** behalf as a result of an insured peril for which reimbursement is provided under Section 1 - Buildings of the policy.

**J**

The cost of any charges by **Your** agent for preparing any claim for **You**.

## Section 1 - BUILDINGS

### Accidental Damage Cover for Insured and Family - Optional

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.

#### 1 Accidental Damage to the Buildings

- 1
- (a) Loss or damage while **Your Holiday 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, Heave** or **Landslip**.
  - (e) Damage caused by domestic pets.
  - (f) Any loss, destruction or damage specifically excluded elsewhere in Section 1.
  - (g) Damage to **Swimming pools / Hot tubs / Jacuzzis**, filtration plants, heaters, pumps and **Swimming pool / Hot tub / Jacuzzi** covers.
  - (h) Loss or damage to solar panels.

## Section 1 - BUILDINGS

### Accidental Damage Cover Extended to Tenants/Guests - Optional

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.

**1 Accidental Damage to the Buildings**

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

- 1**
- (a) The cost of maintenance.
  - (b) Damage caused by **Settlement** or shrinkage of the **Buildings**.
  - (c) Damage caused by **Subsidence, Heave** or **Landslip**.
  - (d) Damage caused by domestic pets.
  - (e) Any loss, destruction or damage specifically excluded elsewhere in Section 1.
  - (f) Damage to **Swimming pools / Hot tubs / Jacuzzis**, filtration plants, heaters, pumps and **Swimming pool / Hot tub / Jacuzzi** covers.
  - (g) Loss or damage to solar panels.

## 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.

For a **Holiday home** the maximum amount to be paid on any single item of **Contents** is £3,000 unless otherwise shown in the **Schedule**. The maximum amount to be paid on any single item of **Personal Effects** and **Valuables** Section 3 (£1,000) unless otherwise shown in the **Schedule**.

The maximum amount to be paid on any **Valuables** shall not exceed 20% of the **Contents** sum insured in any one **Period of insurance**. **Entertainment equipment** shall not exceed 40% of the **Contents** sum insured in any one **Period of insurance**.

Jewellery, cameras, watches, **Money** and credit cards to be removed if the **Property** is vacated for more than 48 hours.

#### A The Basic Cover

Loss of or damage to **Contents** contained in the **Holiday home** and its domestic out-buildings and garages caused by:

#### A

1 Fire, explosion, lightning or earthquake.

1

2 Smoke.

2

3 Riot, civil commotion, labour or political disturbances.

3

4 Malicious persons or vandals.

4 Loss or damage caused

(a) Whilst the **Holiday home** is **Unfurnished**.

- 5 • Storm
- Flood
- Weight of snow

5 (a) Damage caused by **Subsidence, Heave** or **Landslip**.

(b) Damage to **Swimming pool / Hot tub / Jacuzzi** covers, filtration plants, heaters and pumps.

(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).

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

6 The cost of repairing/replacing any plumbing or heating apparatus, including pipe work, showers, and boilers etc. that are the cause of the leak/burst.

The policy covers the resultant damage from any escape of water.



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><b>7</b> Theft or attempted theft.</p>		<p><b>7</b> (a) Loss or damage occurring whilst the <b>Holiday home</b> or any part is vacant, lent or let unless involving forcible and violent entry to or exit from the <b>Holiday home</b>.</p> <p>(b) Loss or damage whilst the <b>Holiday home</b> is <b>Unfurnished</b>.</p> <p>(c) Loss or damage by <b>You</b> or <b>Your Family</b> or any tenant/guest.</p> <p>(d) Loss by deception unless deception is only used to gain entry to the <b>Holiday home</b>.</p> <p>(e) Any amount in excess of £2,500 for loss from out-buildings including garages.</p> <p>(f) <b>Contents</b> in the open.</p>	
<p><b>8</b> Collision involving aircraft or aerial devices or anything dropped from them, vehicles or animals.</p>		<p><b>8</b> Damage caused by domestic pets or birds.</p>	
<p><b>9</b> Falling trees or branches, lamp posts or telegraph poles.</p>		<p><b>9</b> (a) Destruction or damage caused during felling or lopping operations.</p> <p>(b) More than £500 for the cost of removal.</p>	
<p><b>10</b> Falling receiving aerials and their fittings or masts, solar panels, satellite dishes and fittings.</p>		<p><b>10</b> More than £1,500 in any <b>Period of insurance</b>.</p>	
<p><b>11</b> Electrical Power Surge</p> <p>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.</p>		<p><b>11</b> (a) Damage to records, tapes, films, cassettes, discs, cartridges, styli, or computer software.</p> <p>(b) Damage caused by use contrary to the manufacturer's instructions.</p> <p>(c) More than £1,000 any one occurrence, and £3,000 in any <b>Period of insurance</b>.</p>	
<p><b>12</b> Breakage of Glass and Mirrors</p> <p>Accidental breakage of mirrors, glass tops to furniture and freestanding ceramic hobs and fixed glass in furniture in the <b>Holiday home</b>.</p>		<p><b>12</b> More than 1,000 in any one <b>Period of insurance</b>.</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 **Holiday 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 **Holiday home** or whilst in transit to and from any furniture depository, caused by the perils of Fire, Lightning, Explosion, Aircraft.

#### **B**

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

#### **C 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.

- C** More than 10% of the **Contents** sum insured.

#### **D Tenants Liability**

All sums for which **You** are legally liable to pay as Tenant (and not as Owner) for damage to the **Buildings** as described in paragraphs A, B and D of Section 1- Buildings and the additional costs described in paragraphs E and F of that Section.

- D** More than 15% of the **Contents** sum insured.

#### **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 **Holiday home**  
or
- (b) of the alarm system or domestic safe, if fitted, being accidentally lost or stolen.

- E** More than £750 in respect of any one occasion.

#### **F Loss of Metered Water and Domestic Fuel**

Loss of metered water or domestic heating oil (for which **You** are legally responsible) to fixed domestic water or heating installations situated in or on the **Holiday home**.

- F** (a) Loss or damage caused while the **Holiday home** is **Unfurnished** or **Unoccupied**.
- (b) Damage to **Swimming pools / Hot tubs / Jacuzzis**
- (c) More than £1,500 in any one **Period of Insurance**.

## 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><b>G Garden Ornaments and Furniture</b> We will pay the cost of replacing or repairing <b>Your Garden</b> Furniture, statues and barbecue equipment for loss or damage caused by an insured peril other than Storm, Flood or Theft.</p>	<p><b>G</b> More than £1,500 any one <b>Period of insurance</b>.</p>
<p><b>H Pedal Cycles</b> Pedal cycle(s) and its accessories are insured worldwide against loss or damage caused by theft or attempted theft.</p>	<p><b>H</b> Loss or damage:</p> <ul style="list-style-type: none"> <li>(a) caused by electrical and/or mechanical fault or breakdown</li> <li>(b) to tyres, lamps or other accessories unless the pedal cycle is lost or damaged at the same time</li> <li>(c) while the pedal cycle is used for racing or is hired or lent to anyone</li> <li>(d) by theft unless in a building or securely locked to an immovable object.</li> <li>(e) More than £500 any one claim.</li> </ul>
<p><b>I Freezer contents</b> The freezer and refrigerator <b>Contents</b> 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.</p>	<p><b>I</b> Loss or damage:</p> <ul style="list-style-type: none"> <li>(a) caused by the deliberate restriction or withholding of the electricity or gas supply by any supply authority.</li> <li>(b) caused by any strike, lockout or industrial dispute.</li> <li>(c) damage to the freezer or refrigerator itself.</li> <li>(d) More than £1,000 for any one claim.</li> </ul>
<p><b>J Personal Money</b></p>	<p><b>J</b></p> <ul style="list-style-type: none"> <li>(a) Loss of <b>Money</b> not reported to the Police within 24 hours of discovery.</li> <li>(b) More than £250 in any one <b>Period of insurance</b>.</li> </ul>
<p><b>K Replacement of Title Deeds</b> £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.</p>	<p><b>K</b></p>

## Section 2 - CONTENTS

### Accidental Damage Cover for Insured and Family - Optional

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.

#### 1 Accidental Damage to the Contents

#### 1

- (a) Loss or damage while **Your Holiday home** or any part of it is let to tenants or occupied by paying guests.
- (b) Any loss, destruction or damage which is specifically excluded elsewhere in section 2 - Contents.
- (c) The cost of maintenance.
- (d) Damage caused by **Settlement** or shrinkage of the **Buildings**.
- (e) Damage caused by **Subsidence, Heave or Landslip**.
- (f) Damage to personal effects and clothing.
- (g) Damage caused by domestic pets.
- (h) Loss or damage to **Swimming pools / Hot tubs/ Jacuzzis** and **Swimming pool / Hot tub /Jacuzzi** covers.
- (i) Damage to **Portable computer(s)**. Unless specified on **Your Schedule**.
- (j) Loss or damage to Mobile phones unless specified on **Your Schedule** (cover at University is specifically excluded).
- (k) Damage to spectacles, contact lenses and corneal lenses.
- (l) Damage to dentures, dental related items and hearing aids. (Hearing aids excluded unless specified on **Your Schedule**).
- (m) Loss or damage to musical instruments.
- (n) More than £500 for handheld computer games and consoles.
- (o) More than 20% of the **Contents** sum insured in respect of **Valuables**.

## Section 2 - CONTENTS

### Accidental Damage Cover Extended to Tenants/Guests - Optional

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.

#### 1 Accidental Damage to the Contents

Applicable when **Property** is occupied by tenants/guests.

#### 1

- (a) Any loss, destruction or damage which is specifically excluded elsewhere in section 2 - Contents.
- (b) The cost of maintenance.
- (c) Damage caused by **Settlement** or shrinkage of the **Buildings**.
- (d) Damage caused by **Subsidence, Heave or Landslip**.
- (e) Damage to personal effects and clothing.
- (f) Damage caused by domestic pets.
- (g) Loss or damage to **Swimming pools / Hot tubs / Jacuzzis** and **Swimming pool / Hot tub / Jacuzzi** covers.
- (h) Damage to **Portable computer(s)**. Unless specified on **Your Schedule**.
- (i) Loss or damage to Mobile phones unless specified on **Your Schedule** (cover at University is specifically excluded).
- (j) Damage to spectacles, contact lenses and corneal lenses.
- (k) Damage to dentures, dental related items and hearing aids. (Hearing aids excluded unless specified on **Your Schedule**).
- (l) Loss or damage to musical instruments.
- (m) More than £500 for handheld computer games and consoles.
- (n) More than 20% of the **Contents** sum insured in respect of **Valuables**

## Section 3 - PERSONAL EFFECTS AND VALUABLES

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 (away from holiday home)**

For a **Holiday home** 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 £1,000.

Where insured items are kept in a car or commercial vehicle, they must not be visible from the exterior and stored in a boot or concealed luggage compartment. Furthermore, where present the alarm must be activated.

#### **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, skindiving 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.
- (h) to mobile phones.
- (i) to **Portable computer(s)** unless specified on **Your Schedule**.
- (j) to pedal cycles:
  - (i) caused by electrical and/or mechanical fault or breakdown.
  - (ii) tyres, lamps or other accessories unless the pedal cycle is lost or damaged at the same time.
  - (iii) while the pedal cycle is used for racing or is hired or lent to anyone.
  - (iv) caused by theft unless in a building or securely locked to an immovable object.
- (k) to dentures, dental related items and hearing aids. (Hearing aids excluded unless specified on **Your Schedule**).
- (l) to musical instruments.
- (m) More than £500 for handheld computer games and consoles.
- (n) More than £1,000 for theft from any unattended motor vehicle per claim.

#### **B Personal Money**

- B** (a) Loss of **Money** not reported to the Police within 24 hours of discovery.
- (b) More than £100 in any one **Period of insurance**.

## Section 4 - EMERGENCY TRAVEL

Your Schedule tells You if this Section is in force.

### What is covered

This Section is to cover, subject to our prior agreement and approval, the cost of one return air ticket to the insured **Holiday home** for **Your** use, not exceeding £300 and the costs of a second return air ticket for a member of **Your Family**, not exceeding £300, plus the necessarily incurred costs of temporary accommodation and/or expenses in the event of the **Holiday home** being uninhabitable by any cause for where reimbursement is provided under Section 1 and Section 2 of this policy, not exceeding £400 .

### Conditions

- (a) The estimated damage claim under Sections 1A or 2A will not be less than £1,500.
- (b) The loss or damage must be notified to **Us** within 21 days of the date of loss.
- (c) All travel documents, hotel receipts and other documents to be retained by **You** and be the basis of claims settlement.
- (d) In the event of any air travel not being viable, the cost of a journey by road, rail or sea to the same limits may be substituted.
- (e) Emergency travel must be taken within 60 days of the incident/loss occurring or being discovered.

### We will not pay for

Any amount in excess of £1,000 in any **Period of insurance**.

Any emergency travel made without prior agreement with an Intasure representative.

## Section 5 - LIABILITY

Your Schedule tells You if this Section is in force.

### What is covered

#### A 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 occurring on or about the **Holiday home**
- (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

#### A Exclusions

We will not indemnify You for any liability:

- (a) For **Bodily injury** to:
  - (i) **You or Your Family,**
  - (ii) Any person who at the time of sustaining injury is engaged in **Your** services;
- (b) From damage to **Property** owned by or in the charge or control of:
  - (i) **You,**
  - (ii) any person engaged in **Your** service;
- (c) As occupier of the **Holiday home;**
- (d) Which **You** have assumed under an agreement or contract and which would not otherwise have attached;
- (e) From the ownership or occupation of any land or **Buildings** other than the **Holiday home;**
- (f) Where **You** are entitled to cover from another source;
- (g) In connection with **Your** profession, occupation, business or employment;
- (h) From any communicable disease or condition;
- (i) From **You** owning or using any:
  - (i) Power-operated lift,
  - (ii) Mechanically-propelled vehicle or horse drawn vehicle (other than domestic garden equipment not licensed for road use),
  - (iii) Aircraft, hovercraft or watercraft (other than rowing boats or canoes),
  - (iv) Caravan or trailer,
  - (v) Animals other than **Your** pets,
  - (vi) Dangerous dogs specified under Section One of the Dangerous Dogs Act 1991 or Article 3 of the Dangerous Dogs (Northern Ireland) Order 1991;



Your Schedule tells You if this Section is in force.

### What is covered

#### B Defective Premises Act 1972

**Your** liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975, as owner of any previous home which **You** occupied, for accident happening in and around that home which result in:

- **Bodily injury** to any person, or
- Loss or damage to property

If **You** die, We will pay amounts **Your** personal representatives become legally liable to pay for liability under this Section.

**We** will pay up to £2,000,000 for any one accident or series of accidents arising out of any one event. In addition, **We** will also pay any costs and expenses **We** have agreed in writing.

### What is not covered

- (j) From the direct or indirect consequence of assault or alleged assault;
- (k) From any deliberate or wilful or malicious act;
- (l) Liability from The Third Party Wall etc. Act 1996.
- (m) Where **You** are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted.

#### B

- Liability arising from an incident which happened over 7 years after this insurance ends or **Your** home was sold, whichever is the sooner.
- Liability arising from any cause for which **You** are entitled to cover under another source, or
- The cost of correcting any fault or alleged fault,
- Liability arising from any home previously owned and occupied by **You** in which **You** still hold legal title or have an interest.
- Anything owned by or the legal responsibility of **Your Family**
- Injury, death, disease or illness to any of **Your Family** (other than **Your** domestic employees who normally live with **You**)
- Liability arising from any employment, trade, profession or business of any of **Your Family**
- Liability accepted by any of **Your Family** under any agreement, unless the liability would exist without the agreement
- Liability arising from The Party Wall etc Act 1996
- Liability where **You** are entitled to indemnity under any other insurance

# GENERAL CONDITIONS (applicable to Sections 1 - 5)

## GENERAL CLAIMS CONDITIONS

### 1 Action by the Insured

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

- (a) Notify **Us** as soon as reasonably practicable.
- (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

**You** must not act in a fraudulent manner, if **You** or anyone acting for **You**:

- Make a claim under the policy knowing the claim to be false, or fraudulently exaggerated in any respect; or
- Make a statement in support of a claim knowing the statement to be false in any respect; or
- Submit a document in support of a claim knowing the document to be forged or false in any respect; or
- Make a claim in respect of any loss or damage caused by **Your** wilful act or with **Your** connivance

Then:

- **We** shall not pay the claim;
- **We** shall not pay any other claim which has been or will be made under the policy;
- **We** may declare the policy void;
- **We** shall be entitled to recover from **You** the amount of any claim paid under the policy since the last renewal date;
- **We** shall not make any return premiums;
- **We** may inform the Police of the circumstances.

## GENERAL CONDITIONS

### 1 Cancellation

#### Cancelling this insurance

**You** can cancel this insurance at any time by writing to **Us**

**We** can cancel this insurance by giving **you** thirty (30) days' notice in writing. **We** will only do this for a valid reason (examples of valid reasons are as follows):

- non payment of premium;
- a change in risk occurring which means **that** we can no longer provide **you** with insurance cover;
- non-cooperation or failure to supply any information or documentation we request; or
- threatening or abusive behaviour or the use of threatening or abusive language.

### 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 Other Insurances

- I If, at the time of any loss, damage or liability covered under this insurance, there is any other policy on force, insuring the same loss, damage or liability covered by this policy; **We** shall only be liable for our proportional share.

### 4 Reasonable Precautions

**You** must take care to avoid any accident and to prevent loss or damage to everything which is covered by this insurance and to keep all the **Property** insured in good condition and in a good state of repair.

### 5 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 **Holiday home** is left unattended.

## GENERAL CONDITIONS (applicable to Sections 1 - 5)

### 6 Changes to Circumstances

Using the address on the front of **Your Schedule You** must tell **Us** within 14 days as soon as **You** know about any of the following changes:

- The **Holiday home** becomes **Unoccupied** or **Unfurnished**;
- The **Holiday home** becomes **Your** permanent residence;
- The **Holiday home** becomes illegally occupied;
- Work is to be done on **Your holiday home** which is not routine repair, maintenance or decoration, for example any structural alteration or extension to **Your Holiday home**;
- **You** or any member of **Your Family** receives a conviction for any offence except for driving;
- Any increase in the value of **Your** contents or the rebuilding cost of **Your Buildings**;
- Any part of **Your Holiday home** is going to be used by **You** or **Your** tenant(s) for any trade, professional or business purposes:

There is no need to tell **us** about trade, professional or business use if:

- i. The trade, professional or business use is only clerical; and
- ii. There are no staff employed to work from the **Holiday home**; and
- iii. There are no visitors to the **Holiday home** in connection with the trade, profession or business; and
- iv. There is no business **money** or stock in the **Holiday home**.

When **We** are notified of a change, **We** will tell **You** whether this affects **your** policy. For example 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 this policy.

If **You** do not tell **Us** about changes or give **Us** incorrect information, the wrong terms may be quoted, **We** may be entitled to reject payment of a claim or a payment could be reduced. In some circumstances **Your** policy might be invalid, and **You** may not be entitled to a refund of premium.

### 7 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 - 5)

## We will not pay for

### 1. Radioactive Contamination and Nuclear Assemblies 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:
  - Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
  - The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

### 2. War Exclusion

We will not pay for any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

### 3. Existing and Deliberate Damage Exclusion

We will not pay for loss or damage:

- Occurring outside of the **Period of insurance**;
- Caused deliberately by **You** or any person lawfully in the home.

### 4. Pollution or Contamination Exclusion

We will not pay for loss, damage or liability of any kind directly or indirectly caused by or arising out of pollution and/or contamination other than:

- When caused by oil or water escaping from a fixed oil or fixed water installation, or
- When caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **Period of insurance** at the home, and
- Reported to **Us** not later than 30 days from the end of the **Period of insurance**,

In which all such pollution and/or contamination arising out of

such accident shall be deemed to have happened at the time of such accident.

### 5. Contract (Rights of Third Parties) Act 1999 Clarification Clause

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

### 6. 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.

### 7. Terrorism Exclusion

We will not pay for any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism.

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

### 8. Confiscation Exclusion

We will not pay for loss, damage or liability occasioned by or happening through confiscation or detention by customs or other officials or authorities.

### We will not pay for

#### 9. Loss of Value

We will not pay for any reduction in market value of any property following its repair or reinstatement.

#### 10. Indirect Loss or Damage

We will not pay for any loss or damage that is not directly associated with the incident that caused **You** to claim, except where that loss or damage is expressly included within this insurance.

#### 11. Wear and Tear Exclusion

We will not pay for 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, rot, 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.

#### 12. 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.

#### 13. Defective Design or Construction Exclusion

We will not pay for 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.

## SETTLEMENT OF CLAIMS (applicable to Sections 1 - 5)

### 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.

#### Proportionate Remedy

If the cost of rebuilding the **Buildings** is more than **Your** sum insured at the time of any loss or damage, then **We** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as result of the shortfall in the sum insured. For example, if the premium **You** have paid for **Your Buildings** insurance is equal to 75% of what **Your** premium would have been if **Your Buildings** sum insured was enough to reconstruct **Your Buildings**, then **We** will pay up to 75% of the claim made by **You**.

#### 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.

### 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 £3,000 for items of **Contents** within the **Holiday home** unless otherwise shown in the **Schedule**.
- (e) The single article limit of £1,000 for **Personal Effects** and **Valuables** covered, under section 3, whilst away from the **Holiday home**.

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

#### Proportionate Remedy

If the cost of replacing or repairing the **Contents** is more than **Your** sum insured at the time of any loss or damage, then **We** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in sum insured. For example, if the premium **You** have paid for **Your Contents** is equal to 75% of what **your** premium would have been if **Your Contents** sum insured was enough to replace the entire **Contents** of **Your Holiday home** as new, then **We** will pay up to 75% of any claim made by **You**.

#### 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.

## 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) As soon as reasonably practicable 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 minimise 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) As soon as reasonably practicable advise **Us** and provide full written details and assistance as requested by **Us**
- (b) As soon as reasonably practicable 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**.

## FAMILY LEGAL PROTECTION (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](http://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](http://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.*

This policy is only available to UK residents with a UK correspondence address

### DEFINITIONS

**Certain words in Your Policy have special meaning and only apply to this Section of the Policy. These meanings are given below.**

#### Appointed Advisor

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

#### Collective Conditional Fee Agreement

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

#### Conditional Fee Agreement

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

#### Disclosure Breach

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

#### Holiday home

The residential property at the address shown in the **Schedule** to which this Section of the Policy attaches which is

- (a) owned by **You** and
- (b) let out for leisure purposes and
- (c) located within the European Union, Isle of Man or the Channel Islands.

#### Insurer

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

#### Legal Costs & Expenses

- (a) In respect of all claims other than as provided for in (ii) and (iii) below:
  - (i) reasonable legal costs reasonably and proportionately

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

- (ii) reasonable experts' fees, reasonably and properly incurred by the **Appointed Advisor**
- (iii) in civil claims, other side's costs, fees and disbursements where the **Insured** has been ordered to pay them or pays them with **Our** agreement

- (b) In respect of Contract where a claim will be decided in a court within England and Wales, or the **Small Claims Court**; the **Insurer** will only pay for the **Appointed Advisor's** own fees under a **Conditional Fee Agreement** or a **Collective Conditional Fee Agreement**
- (c) For mediation the **Insurer** will pay for both sides costs where agreed by **Us**.

#### Maximum Sum Payable

The most the **Insurer** will pay in **Legal Costs & Expenses** for all claims related by time or original cause shall be £50,000.

#### Period of Insurance

The period shown in the **Schedule** to which this Section of the Policy attaches.

#### Prospects of Success

- (a) Other than as set out in (b) and (c) below, a greater than 50% chance of the **Insured** successfully pursuing or defending the claim and, if the **Insured** is seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained.
- (b) In criminal prosecution claims where the **Insured**
  - (i) pleads guilty, a greater than 50% chance of successfully reducing any sentence or fine or
  - (ii) pleads not guilty, a greater than 50% chance of that plea being accepted by the court
- (c) In all claims involving an appeal, a greater than 50% chance of



*Your Schedule tells You if this Section is in force.*

the **Insured** being successful.

### **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.

### **Small Claims Court**

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

### **Territorial Limit**

For Tax cover applies to the United Kingdom, Channel Islands and Isle of Man. For all other Insured Events cover extends to member states of the European Union & Switzerland.

### **We/Us/Our**

Arc Legal Assistance Limited.

### **You/Your**

The person(s) names in the **Schedule** to which this Policy attaches.

## FAMILY LEGAL PROTECTION

Your Schedule tells You if this Section is in force.

### The Insurer will pay for

### The Insurer will not pay for

Subject to the terms of this Policy, **You** are covered for the following as long as:

#### A Property

A dispute relating to **Your Holiday home** following

- (a) a public or private nuisance or trespass provided that where any boundary is in dispute **You** have satisfactorily evidenced its position.
- (b) an event which causes physical damage to **Your Holiday home** or any **Contents** within it that belong to **You**.

#### A

Any claim relating to:

- (a) the first £250 of any claim under nuisance or trespass. **You** must pay this to **Us** as soon as **We** accept the claim
- (b) a contract entered by **You**
- (c) any building or land other than **Your Holiday home**
- (d) (i) the compulsory purchase of; or restrictions placed on **Your Holiday home** by any government, local or public authority
- (e) defending any nuisance or trespass dispute other than defending a counter claim or an appeal
- (f) a dispute with any party other than the person(s) who caused the damage, nuisance or trespass.

#### B Contract

A dispute arising out of an agreement or alleged agreement which **You** entered into for

- (a) buying or renting out **Your Holiday home** for leisure purposes
- (b) buying or hiring goods or services for the purposes of letting out **Your Holiday home**

#### B

Any claim relating to:

- (a) goods or services which exceed £5,000 in value
- (b) loans and mortgages
- (c) an employment contract
- (d) a settlement due under an insurance policy

#### C Legal Defence

Defence of a criminal prosecution brought against **You** in a court of criminal jurisdiction arising from letting out **Your Holiday home** for leisure purposes

#### C

#### D Tax

A formal aspect or full enquiry into **Your** personal tax affairs provided that all returns are completed and have been submitted within the legal timescales permitted.

#### D

Any claim relating to:

- (a) an investigation by the Specialist Investigations (SI) branch of HM Revenue & Customs
- (b) tax returns where HM Revenue & Customs levy a penalty or claim interest or which contain negligent misstatements, or where **You** fail to disclose income relating to **Your Holiday home**

*Your Schedule tells You if this Section is in force.*

### **The Insurer will pay for**

### **The Insurer will not pay for**

- D** (c) where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to **Your** financial arrangements.
- (d) any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland.

## FAMILY LEGAL PROTECTION - EXCLUSIONS

*Your Schedule tells You if this Section is in force.*

### **The Insurer will not pay for**

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

- (a) **Legal Costs & Expenses** incurred without **Our** consent
- (b) any actual or alleged act or omission or dispute happening before, or existing at the start of this Section of the Policy and which the **Insured** believed or ought reasonably to have believed could lead to a claim under this section of the Policy
- (c) an amount below £100
- (d) an allegation against the **Insured** involving:
  - (i) assault, violence or dishonesty, malicious falsehood or defamation
  - (ii) the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials
  - (iii) illegal immigration
  - (iv) offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences)
- (e) an **Insured's** deliberate or reckless act
- (f) a judicial review
- (g) a dispute with **Us** not dealt with under Disputes, or the **Insurer** or the company that sold this Policy
- (h) repossession proceedings brought under **Schedule 2** Part 1 of the Housing Acts.
- (i) Stag or bachelor and hen or spinster parties
- (j) business activity or venture for gain by **You** other than letting out **Your Holiday home** for leisure purposes.

Your Schedule tells You if this Section is in force.

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

### The Insured's Responsibilities

An **Insured** must:

- (a) not do anything that hinders **Us** or the **Appointed Advisor**
- (b) tell **Us** immediately after first becoming aware of any cause, event or circumstances which could give rise to a claim under this Section of the Policy
- (c) tell **Us** immediately of anything that may materially alter **Our** assessment of the claim
- (d) co-operate fully with the **Appointed Advisor**, give the **Appointed Advisor** any instructions **We** require, and keep them updated with progress of the claim
- (e) take reasonable steps to recover **Legal Costs & Expenses**, that the **Insurer** pays and pay to the **Insurer** all costs that are paid to **You**
- (f) tell the **Appointed Advisor** to have the **Legal Costs & Expenses** assessed or audited if **We** require
- (g) allow **Us** at any time to take over and conduct in the **Insured's** name any claim or investigation
- (h) ensure **You** have in place a written agreement with any party to whom **You** let out **Your Holiday home** which
  - (i) shall not exceed a maximum term of 6 months
  - (ii) includes a cancellation clause setting out notice required and right to a refund of deposit paid
- (i) ensure there is a signed inventory including description of fitting and contents with a note of their condition
- (j) agree to **Us** having site of the **Appointed Advisor's** file relating to **Your** claim.

### Freedom to choose an Appointed Advisor

- (a) In certain circumstances as set out in (b) below the Insured may choose an **Appointed Advisor**. In all other cases no such right exists and **We** shall choose the **Appointed Advisor**.

- (b) If either:
  - (i) **We** agree to start proceedings
  - (ii) legal proceedings are issued against **You** and the court requires any representative to be legally qualified,
  - (iii) there is a conflict of interest the **Insured** may choose a suitably qualified **Appointed Advisor**.
- (c) Where the **Insured** wishes to exercise the right to choose, the Insured must write to **Us** with their preferred representative's contact details.
- (d) If the **Insured** dismisses the **Appointed Advisor** without good reason, or withdraws from the claim without **Our** written agreement, or if the **Appointed Advisor** refuses with good reason to continue acting for an **Insured**, cover will end immediately. **We** reserve the right to appoint another **Appointed Advisor** in accordance with (b) and (c) above.
- (e) In respect of a claim under Contract the **Insured** enters into a **Conditional Fee Agreement** or the **Appointed Advisor** enters into a **Collective Conditional Fee Agreement**, where legally permitted.

### Consent

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

### Barrister's opinion

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

### 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 they 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.

## FAMILY LEGAL PROTECTION - CONDITIONS

Your Schedule tells You if this Section is in force.

### 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

### Disclosure

If the **Insured** fails to disclose relevant information or the **Insured** discloses 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
- 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 the **Insured** is entitled to in the event of a successful claim if a higher premium would have been charged had the **Disclosure Breach** been known.

### Cancellation

**You** may cancel the Section of the Policy:

- (a) within 14 days of the date of policy issue with a full refund of premium;
- (b) where there is a valid reason for doing so, the **Insurer** has the right to cancel the Policy at any time by giving at least 21 days' written notice to **You/the Insured**. The **Insurer** will refund part of the premium for the unexpired term. **We** will set out the reason for cancellation in writing. Valid reasons may include but are not limited to:
  - (i) where the party claiming under this Section of the Policy fails to co-operate with or provide information to **Us** or the **Appointed Advisor** in a way that materially affects **Our** ability to process a claim, or **Our** ability to defend the **Insurer's** interests,
  - (ii) where the party claiming under this policy uses threatening or abusive behaviour or language, or intimidation or bullying of **Our** staff or suppliers,
  - (iii) where **We** reasonably suspect fraud

- (iv) where it is found that You, deliverately or recklessly, disclosed false information or failed to disclose important information.

### 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.

*Your Schedule tells You if this Section is in force.*

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](http://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.

# SETTLEMENT OF CLAIMS

## FAMILY LEGAL PROTECTION

Following an Insured Event the Insurer will pay the **Insured's Legal Costs & Expenses** up to the **Maximum Sum Payable** including the cost of appeals provided that:

- (a) the **Insured** keeps to the terms of this Policy and cooperates fully with **Us**.
- (b) the Insured Event happens within the **Territorial Limit**.
- (c) the claim
  - (i) always has **Reasonable Prospects of Success**
  - (ii) is reported to **Us**
    - during the **Period of Insurance**
    - immediately after the **Insured** first becomes aware of circumstances which could lead to a claim under this Section
- (d) unless there is a conflict of interest the **Insured** always agrees to use the **Appointed Advisor** chosen by **Us** in any claim before legal proceedings need to be issued.
- (e) any dispute will be dealt with by
  - (i) a court or
  - (ii) other body that **We** agree to in the **Territorial Limit**
- (f) a claim is considered to be reported to **Us** when **We** have received the **Insured's** fully completed claim form.
- (g) the **Insurer** has the right to settle the claim by paying the **Insured** an amount up to **Our** reasonable estimate of the value of the **Insured's** claim.
- (h) the **Insured** must not negotiate, settle the claim or agree to pay **Legal Costs & Expenses** without **Our** written agreement.
- (h) 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** reserves the right to refuse to pay further **Legal Costs & Expenses**.



## FAMILY LEGAL ADVICE HELPLINE

*Your Schedule tells You if this Section is in force.*

**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.

Simply telephone **0344 770 1040** and quote "**859 Intasure - Holiday home**".

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

# 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](mailto:admin@intasure.com)

Claims = Email: [claims@intasure.com](mailto:claims@intasure.com)

If **You** are not satisfied and wish to make a complaint, then **You** may contact the insurer's complaints team at:

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: <a href="mailto:pencomplaints@penunderwriting.com">pencomplaints@penunderwriting.com</a>	<u>Customer Care Line</u> Ryan Direct Group Quay Point Lakeside Boulevard Doncaster DN4 5PL Tel: 0344 854 2072 Email: <a href="mailto:customer.relations@ryandirectgroup.co.uk">customer.relations@ryandirectgroup.co.uk</a>

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

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

## Family Legal Protection Insurance

Arc Legal Assistance Ltd

PO Box 8921

Colchester

CO4 5YD

Tel: 01206 615000

Email: [customerservice@arclegal.co.uk](mailto:customerservice@arclegal.co.uk)

## 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](http://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: +44 (0)345 111 0670**

Monday - Friday 9am - 5.30pm.

**CLAIMS: +44 (0)345 111 0672** (24 hours)

**FAMILY LEGAL PROTECTION: +44 (0)344 770 9000** To report a claim

**FAMILY LEGAL ADVICE HELPLINE: +44 (0)344 770 1040** (24 hours)

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