

Your Home Insurance Policy

In conjunction with UK General Insurance Limited

Many thanks for taking out an Emerald Life policy for your home, the place where you can kick off your shoes and relax. We hope this policy meets your needs and that if you do need to use the policy, we aim to provide you with excellent and supportive service.



EMERALDLIFE



CHAIRMAN'S MESSAGE

Many thanks for taking out an Emerald Life policy for your home, the place where you can kick off your shoes and relax. We hope this policy meets your needs and that if you do need to use the policy, we aim to provide you with excellent and supportive service. Should you have reason to make a claim, you can rest assured we are committed to giving you sympathetic and understanding service from our specialist team of claims advisors.

We are proud to have established Emerald Life as part of efforts everywhere to challenge discrimination and prejudice, encourage open diversity and to offer equality of service in all its forms.

We have worked with UK General Insurance to create a policy that we hope does that and we value and welcome your feedback. The details of our dedicated claims and sales teams can be found on page 19 of this policy document and all queries relating to these issues will be handled with the utmost care and professionalism. If you have any comments, please free to contact me directly. My details are below..

For and on behalf of Emerald Life

Steven A. Wardlaw, Chairman | EMERALD LIFE | steve@emeraldlife.co.uk

www.emeraldlife.co.uk

IMPORTANT CONTACT DETAILS

Policy Queries:

Email: customerservice@emeraldlife.co.uk

Tel: 0330 131 9950

Claims:

Email: home@emeraldlifeclaims.co.uk

Tel: 0330 041 2190

Scheme name: Emerald Life Home Policy

Scheme Number: 06148A

Legal Expenses/Professional Fees Policy*:

Legal claims: 01384 887 575

Tax claims: 01384 377 000

Tax advice: 01455 852 034

Identity theft: 01384 397 757

*If you have taken out this optional cover



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INTRODUCTION: ENSURING YOU ARE COVERED

This insurance is arranged by Emerald Life Limited and underwritten by UK General Insurance Ltd on behalf of Ageas Insurance Limited, Registered in England No.354568. Registered Office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA.

Emerald Life Limited is an Appointed Representative of UK General Insurance Limited, which is authorised and regulated by the Financial Conduct Authority. Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. This can be checked on the Financial Services Register at www.fca.org.uk/firms/systemsreporting/register or by calling them on 0800 111 6768.

This contract of insurance is between **You** and **Us**, and is made up of this **Policy** wording and **Your Schedule**. It is based on the statements and information **You** gave **Us** or the information that was given on **Your** behalf when **You** requested the insurance. **We** used certain parts of that information to assess the cover **We** would provide for **You** and to set the premium and **Policy** conditions required for that cover. **You** must check this information carefully and let **Us** know immediately if any part of the information **You** gave **Us** is wrong or has changed.

You should read this **Policy** and **Your Schedule** together. Words with specific meanings are defined below. If **Your** insurance needs to change or any of the information on which the contract is based changes, **We** might need to alter the **Policy**. Under the **Policy** conditions, **You** must inform **Us** about any changes. **We** will update **Your Policy** every time **We** agree to an alteration. **We** will give **You** a new **Schedule** each time **We** renew **Your Policy** or make an alteration. **We** agree to insure **You** under the terms and conditions set out in this **Policy** and the sections shown in the **Schedule** for loss or damage that happens during the **Period of Insurance**. **Your Schedule** advises which sections of this **Policy** apply.

We are very flexible and can assist **You** in making changes to **Your** cover. **You** can go online at www.emeraldlife.co.uk and make the changes, email us at customerservice@emeraldlife.co.uk or give **Us** a call on 0330 131 9950 and **We** will update **Your** cover where possible, which may involve a change in **Your** premium.

Your Policy remains in force subject to **You** paying the requested premium and keeping to the conditions of **Your Policy**.

We have not provided **You** with a personal recommendation as to whether this **Policy** is suitable for **Your** specific needs.

CLAIMS UNDER AN EMERALD LIFE POLICY: WHAT WE PROMISE TO DO

We know that the real proof of insurance comes when **You** have to make a claim. **You** need to know that, when something goes wrong, **Your** claim will be handled promptly and by experienced claims handling staff. **We**, together with our service partners, have a commitment to meeting and exceeding client expectations. **We** work with service partners to ensure that standards of service, such as the time it takes to respond to **Your** claim, and the quality of the correspondence involved, are of highest possible level. **We** are all committed to diversity within our organisations, and continue to work with our call centre and claims handlers in this regard.

YOUR RIGHTS TO CANCEL THIS POLICY

We hope that **You** are happy with the cover this **Policy** provides. However, **You** have the right to cancel it during a period of 14 days after either the day of purchase of the contract, or 14 days after the day on which **You** receive **Your Policy** documentation whichever is later. If **You** do wish to cancel within the 14 day period, **You** will be entitled to a full refund of the premium paid.

If **You** wish to cancel **Your** policy after the initial 14 days, **You** will be entitled to a pro-rata refund of any pre-paid premiums less an administration fee of £10 provided no claims or settlements have been made during the period. If the pro rata refund less fees are less than or equal to £10, the refund value of the policy will be £0.

MAKING YOURSELF HEARD

It is important **You** know **We** are committed to providing **You** with an exceptional level of service and customer care. It is **Our** intention to give **You** the best possible service, but if **You** do have any concerns about this insurance or the handling of a claim **We** want to hear about it so **We** can try to put things right. If **You** have cause for complaint or would like to give feedback please follow the procedure below. In all correspondence please state that **Your** insurance is provided by UK General Insurance Limited and quote scheme name Emerald Life **Home** Insurance reference 06148A.

If You are not happy with the service, or you would like to tell Us about something We did well, then please let us know Your feedback:





About the sale of the insurance policy:

Emerald Life Customer Services
2 Melford Court, The Havens
Ransomes Europark
Ipswich, Suffolk, IP3 9SJ

Tel: 0330 191 9960

Email: customerservice@emerald.life

If your complaint about the sale of your policy cannot be resolved by the end of the third working day your complaint will be passed to:

Customer Relations Department
UK General Insurance Limited
Cast House
Old Mill **Business** Park
Gibraltar Island Road
Leeds, LS10 1RJ

Tel: 0345 218 2685

Email: customerrelations@ukgeneral.co.uk

About the claims process:

Emerald Life Claims Department
Quay Point,
Lakeside Boulevard,
Doncaster,
DN4 5PL

Tel: 0330 041 2113

Email: customerservice@emerald.lifeclaims.co.uk

If **You** are not happy with the response or **Your** complaint has not been resolved within eight weeks **You** have the right to ask the Financial Ombudsman Service to review **Your** complaint.

Their contact details are:

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

Tel: 0300 123 9 123

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

These procedures do not affect **Your** legal rights. The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights contact **Your** local authority Trading Standards Service or Citizens Advice Bureau.

COMPENSATION SCHEME: FAILURE OF YOUR INSURER

Ageas Insurance Limited is covered by the Financial Services Compensation Scheme (FSCS).

You may be entitled to compensation from the scheme, if Ageas Insurance Limited cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim. **You** can get more information about compensation scheme arrangements from the FSCS or by visiting www.fscs.org.uk.

IMPORTANT NOTICE TO CUSTOMERS: WHAT WE EXPECT FROM YOU

If **You** or anyone acting on **Your** behalf makes a false or fraudulent claim or supports a claim by way of false or fraudulent document(s), device or statement, then this policy shall be void and **You** will forfeit all rights under the policy. In these circumstances, **We** reserve the right to retain the premium **You** have paid and to recover any sums **We** have paid by way of benefit under the policy. **We** may also pass **Your** details to the relevant authorities. The terms and conditions of this insurance policy do not affect **Your** statutory rights. For further information about **Your** statutory rights, please contact **Your** local authority Trading Standards Department or the Citizens Advice Bureau.

DEALING WITH OTHER PEOPLE

It is our policy to deal with **Your** spouse or partner who calls **Us** on **Your** behalf, provided they are named on the **Policy**. If **You** would like someone else, who is not named on the **Policy**, to deal with **Your Policy** on **Your** behalf on a regular basis please let **Us** know and we will assist you if we can.

If at any time **You** would prefer **Us** to deal only with **You**, please let **Us** know by visiting www.emerald.life, emailing **Us** at customerservice@emerald.life or calling **Us** on 0330 131 9950.





GOVERNING LAW

This **Policy** is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the **United Kingdom** in which **Your** main residence is situated.

DEFINITIONS

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

Accidental Damage	Sudden and unexpected damage, occurring at a specific time and caused by external means.
Bedroom	A room used as or designed and built to be a bedroom even if now used for another purpose.
Buildings	Used wholly, or partially as private dwelling(s) and including domestic outbuildings, garages, domestic fixed fuel oil tanks, drives, patios and terraces, walls, gates and fences, swimming pools, tennis courts and including fixtures and fittings owned by You , or for which You are legally responsible, all being situated at the address(es) in the United Kingdom .
Business	Any employment, trade or profession
Consequential Loss	We will only pay costs which are incurred as a direct consequence of the event which led to the claim You are making under this Policy . For example, We will not pay mobile telephone call charges following the loss of a mobile telephone.
Contents	Contents are defined as household furniture; fittings; Personal Possessions including Valuables , Money , memorabilia including film posters/albums/film and theatre items "collections", collectables, cycles, plus TV aerials and masts which are the property of You or members of Your Family permanently residing with You or for which You are legally liable. Contents includes Office Equipment and office furniture used by You or Your Family for business or professional purposes when in Your Home , owned by, or the legal responsibility of You or a member of Your Family .

Cost of Rebuilding	The full cost of reconstruction of the Buildings in the same form, size, style and condition as when new including the cost of complying with any government or local authority requirements, fees and associated costs, including Architect and Surveyor's Fees.
Credit Cards	Credit, cheque, debit, charge or cash cards issued in the British Isles and held for personal or charitable purposes by You or Your Family .
Domestic Partner	Anyone living with You at Your Home in the role of a partner, who has been living at Your Home for a minimum period of four months.
Endorsement(s)	A specific term, condition or variation to the Policy .
Excess	The first amount of any claim for which You are responsible.
Family	You , Your Domestic Partner /spouse/civil partner, children, fostered children and other relations that permanently reside with You .
Home	The Property shown at the address(es) in the Schedule , fixtures and fittings that You are responsible for, and the Property's garages and outbuildings, all as the same address and all used by You for domestic or home office purposes only. If there are no regular business visitors to the Property and no employees, two rooms may be used as home offices. Unless We agree and note otherwise in the Schedule , the main Building of Your Property must be made of brick, stone or concrete and have a slate, tile, metal or concrete roof.
Insured / You / Your	The person(s) as specified in the Schedule , or in the event of their death, their legally appointed representative.
Insurers / We / Us / Our	UK General Insurance Ltd (on behalf of Ageas Insurance Limited)



Money	Personal Money held for private purposes by You or Your Family including coin and bank notes used as legal tender, postal stamps (not in a collection), postal and money orders, cheques, including travellers cheques, saving and trading stamps, saving certificates and bonds, luncheon vouchers, travel tickets and gift tokens.	Uninsurable Risks	Wear and tear, depreciation, fungus, rot, vermin or insect damage, mechanical or electrical fault, damage caused by any process of cleaning, repairing, restoration or renovation of any item or any gradually operating cause or process.
Office Equipment	Office furniture and Office Equipment , including computers, monitors, scanners, printers, typewriters, facsimile machines, photocopiers, and telephone answering machines, all used for business or professional purposes.	United Kingdom	Great Britain, Isle of Man, Channel Islands and Northern Ireland.
Period of Insurance	The period shown in the Schedule , for which We agree to grant cover, providing that the full premium has been paid to Us .	Unoccupied	The Property is deemed to be Unoccupied when it is not lived in by You . Unoccupancy is deemed to start from the date that You last vacated the Property , which may pre-date the inception of the insurance granted by this Policy .
Policy	The Policy incorporates the Policy booklet, the Schedule and all terms, conditions and Endorsements of Your insurance contract with Us .	Valuables	Articles made from precious metals, jewellery, watches, stamps, medals, photographic equipment, furs, curios, works of art, and electronic equipment
Pedal Cycle	Manually propelled Bicycles and Tricycles used for domestic purposes only.	Vehicles	Any vehicle or toy propelled by a motor of any kind, caravans, trailers, hovercraft, aircraft, watercraft, land yacht, wind powered or assisted vehicles, as well as any of their parts and accessories (except for removable entertainment or navigation equipment while it is removed from the vehicle). But not the following while being used for their intended purpose and by a person for whom they were designed: <ul style="list-style-type: none"> • Ride-on lawnmowers • Electrically powered wheelchairs and mobility scooters • Electrically powered children's ride on toys • Electrically assisted bicycles • Pedestrian controlled electrically powered golf trolleys • Model watercraft • Hand-propelled watercraft (such as a surfboard or rowing boat)
Personal Effects	Clothing or other items normally carried on or about You , excluding the following:- Valuables, Money , household goods, Pedal Cycles, sports equipment, items relating to business, camping equipment.		
Personal Possessions	Personal Effects, Valuables, Money , and Credit Cards , sports equipment, items relating to business, camping equipment.		
Property	The Buildings at the address(es) stipulated in the Schedule .		
Schedule	The document which provides specific details of the insurance cover in force.		
Sum Insured	The amount as shown in the Schedule and being the maximum amount We will pay in the event of any claim on this Policy .		
Unfurnished	Without sufficient furniture and furnishings for normal living purposes		



SECTION 1 - BUILDINGS

(This section is included if shown on Your Schedule)

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

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

Excluding

- 1a. loss or damage caused by smog, industrial or agricultural output
- 1b. the Excess shown in Your Schedule.

2. Storm or flood.

Excluding

- 2a. loss or damage caused by frost
- 2b. loss or damage to domestic fixed fuel-oil tanks in the open, drives, patios and terraces, gates, hedges and fences, swimming pools, tennis courts
- 2c. loss or damage caused by rising water table levels
- 2d. the Excess shown in Your Schedule.

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

Excluding

- 3a. loss or damage whilst the Buildings are Unoccupied for more than the days shown in Your Schedule
- 3b. loss or damage to the apparatus and/or pipes from which water and/or oil has escaped
- 3c. loss or damage caused by gradual emission
- 3d. the Excess shown in Your Schedule.

4. Damage to Your plumbing installation caused by freezing or bursting.

Excluding

- 4a. loss or damage to Your plumbing external to Your Home or in any

outbuilding

- 4b. loss or damage caused by wear and tear or rust
- 4c. loss or damage occurring after Your Home has been Unoccupied for more than the days shown in Your Schedule
- 4d. the Excess shown in Your Schedule.

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

Excluding

- 5a. theft or attempted theft by any person lawfully on the Property
- 5b. loss or damage whilst the Buildings are Unoccupied for more than the days shown in Your Schedule
- 5c. loss or damage caused by deception, unless deception is used solely to gain entry to Your Property
- 5d. the Excess shown in Your Schedule.

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

Excluding

- 6a. damage caused by domestic pets
- 6b. the Excess shown in Your Schedule.

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

Excluding

- 7a. losses not reported to the Police within 72 hours.
- 7b. the Excess shown in Your Schedule

8. Malicious damage or vandalism, including for homophobic or hate crime reasons

Excluding

- 8a. loss or damage whilst the Buildings are Unoccupied for more than the days shown in Your Schedule





- 8b. malicious damage or vandalism by person lawfully on the **Property**
- 8c. the **Excess** shown in **Your Schedule**.

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

Excluding

- 9a. loss or damage caused by erosion of any coast or riverbank
- 9b. loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences, unless the main Building is damaged at the same time
- 9c. loss or damage caused by structural repairs, alterations, demolitions or extensions
- 9d. loss or damage arising from faulty or defective workmanship, designs or materials
- 9e. normal settlement, shrinkage or expansion
- 9f. loss or damage that originated prior to the start of this **Policy**
- 9g. loss or damage caused by the movement of solid floors, unless the foundations beneath the floor are damaged at the same time and by the same cause
- 9h. loss or damage to **Buildings** caused by the action of chemicals, or by the reaction of chemicals with any material which forms part of the **Buildings**
- 9i. the **Excess** shown in **Your Schedule**.

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

Excluding

- 10a. loss or damage caused by maintenance to trees
- 10b. loss or damage to gates and fences
- 10c. loss or damage to aerials, dishes and masts
- 10d. the **Excess** shown in **Your Schedule**

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

Excluding

- 11a. costs related to alternative accommodation incurred in any period exceeding 12 months (Core) or 24 months (Premier) from the date that the **Property** became uninhabitable, unless shown otherwise in the **Schedule**
- 11b. loss or damage where a valid claim has not been accepted by **Insurers** under section 1, perils 1-10
- 11c. any amount in excess of the amount shown in **Your Schedule**

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

Excluding

- 12a. any amount in excess of £250 in any **Period of Insurance**.

13. Expenses incurred by **You**, up to the sum insured as a result of the removal of debris, compliance with Government or Local Authority requirements, architect and surveyor fees incurred in the reinstatement of the Building, following loss or damage caused by any perils 1-10 listed in Section 1 of **Your Policy**.

Excluding

- 13a. any fees charged in the preparation of a claim.

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

Excluding

- 14a. any amount in excess of the amount shown in **Your Schedule**
- 14b. loss or damage to the apparatus from which water or oil has escaped.
- 14c. the **Excess** shown in **Your Schedule**.

15. Purchaser's Interest.
If **You** have contracted to sell the **Buildings** and the purchaser has not insured the **Property** before completion, the purchaser will have the contractual right





to benefit of Section 1 of this **Policy** between exchange of contracts (or missives in Scotland) and completion of the sale provided the purchaser completes the purchase.

16. Emergency Access

We will provide cover, up to the amount shown in **Your Schedule** for Emergency Access damage to the **Home** caused by forced access by the fire, police or ambulance services as a result of an emergency

Excluding

16a. the **Excess** shown in **Your Schedule**.

17. Replacement of Locks and Keys

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

Excluding

17a. any amount over the limit shown in **Your Schedule**

17b. the **Excess** shown in **Your Schedule**.

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

Excluding

18a. bodily injury or death to any person who is engaged in **Your** service, or is a member of **Your Family** or household

18b. any claim arising directly or indirectly from the transmission of any contagious disease

18c. damage to property under **Your** custody or control

18d. any claim arising out of any profession, occupation or business, other than through private letting of the **Property**

18e. any claim arising out of the ownership, possession or operation of:

- i. any mechanically propelled vehicle (other than a private garden vehicle) operated within **Your Property**

ii. any power operated lift

iii. any aircraft or watercraft

iv. a caravan, whilst being towed

v. any dogs designated as dangerous under the Dangerous Dogs Act 1991

18f. any claim arising out of pollution or contamination

18g. any claim where **You** are entitled to indemnity under any other insurance

18h. any cost or expense not agreed by **Us** in writing.

ADDITIONAL COVER

(This extension only applies if shown on **Your Schedule**)

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

Excluding

19a. loss or damage due to wear and tear or gradual deterioration

19b. loss or damage caused by faulty materials, design, workmanship or as a consequence of any alterations, renovations or repairs.

19c. the **Excess** shown in **Your Schedule**

20. **Accidental Damage** to the **Buildings** in up to sum insured.

Excluding

20a. loss or damage caused by **Uninsurable Risks**

20b. loss or damage caused by vermin; fungus; insects or domestic pets

20c. loss or damage to fixed glass, sanitary fixtures and ceramic hobs caused by chipping, denting or scratching

20d. loss or damage whilst the **Buildings** are **Unoccupied** for more than the days shown in **Your Schedule**

20e. the cost of normal maintenance

20f. loss or damage caused by wet or dry rot; faulty workmanship or design.

20g. loss or damage as a result of any Building alterations, renovations or repairs

20h. loss or damage specifically excluded from cover under Section 1 or General Exclusions of this **Policy**

20i. the **Excess** shown in **Your Schedule**.





CONDITIONS THAT APPLY TO SECTION 1 – BUILDINGS

Index-linking Clause

If **You** have provided **Us** with the **Sum Insured** in Section 1, these may be adjusted each month in accordance with The House Rebuilding Costs Index, issued by the Royal Institute of Chartered Surveyors. No additional premium will be charged for each monthly Increase.

At each renewal **You** will be requested to provide or confirm the **Sum Insured** which will be used as the basis to calculate the premium required. The **Sum Insured** will be shown on **Your** renewal **Schedule**.

Basis of Claims Settlement

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

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

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

It is **Your** responsibility to ensure that, at all times the **Buildings Sum Insured** reflects the total cost of reinstatement and associated fees. **You** can find useful information about this from <http://calculator.bcis.co.uk/>.

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

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

SECTION 2 – CONTENTS

(This section is included if shown on **Your** **Schedule**)

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

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

Excluding

- 1a. loss or damage caused by smog, industrial agricultural output
- 1b. the **Excess** shown in **Your** **Schedule**.

2. Storm or flood.

Excluding

- 2a. **Contents** in the open
- 2b. loss or damage caused by frost
- 2c. loss or damage caused by rising water table levels
- 2d. the **Excess** shown in **Your** **Schedule**.

3. Escape of water or oil from any fixed water or heating installation, apparatus and pipes.
Including £250 of additional metered water charges incurred by **You** and resulting from any of the causes 1-9 of Section 2 of this **Policy**

Excluding

- 3a. loss or damage whilst **Your** **Home** is **Unoccupied** for more than the days shown in **Your** **Schedule**
- 3b. loss or damage to the apparatus and/or pipes from which water and/or oil has escaped
- 3c. loss or damage caused by gradual emission
- 3d. the **Excess** shown in **Your** **Schedule**.

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

Excluding

- 4a. theft or attempted theft by any person lawfully on the **Property**
- 4b. loss or damage whilst the **Your** **Home** is **Unoccupied** for more than the days shown in **Your** **Schedule**
- 4c. any amount in excess of the amount shown in **Your** **Schedule** in respect of **Contents** contained within locked detached domestic outbuildings and garages





- 4d. *any amount in excess of the amount shown in **Your Schedule** in respect of **Contents** contained within unlocked detached domestic outbuildings and garages*
- 4e. *any amount in excess of the amount shown in **Your Schedule** in respect of flowers, plants, shrubs, trees and any growing matter*
- 4f. *any amount in excess of the amount shown in **Your Schedule** in respect of contents outside your house but within the boundaries of your home*
- 4g. *the **Excess** shown in **Your Schedule**.*

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

Excluding

- 5a. *damage caused by domestic pets*
- 5b. *the **Excess** shown in **Your Schedule**.*

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

Excluding

- 6a. *losses not reported to the Police within 72 hours*
- 6b. *the **Excess** shown in **Your Schedule***

- 7. Malicious damage or vandalism, including for actual homophobic or hate crime reasons.

Excluding

- 7a. *loss or damage whilst **Your Home** is **Unoccupied** for more than the days in **Your Schedule***
- 7b. *malicious damage or vandalism by any person lawfully on the **Property***
- 7c. *the **Excess** shown in **Your Schedule**.*

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

Excluding

- 8a. *loss or damage caused by erosion of any coast or riverbank*

- 8b. *loss or damage caused by structural repairs, alterations, demolitions or extensions*
- 8c. *loss or damage arising from faulty or defective workmanship, designs or materials*
- 8d. *normal settlement, shrinkage or expansion*
- 8e. *loss or damage that originated prior to the start of this **Policy***
- 8f. *loss or damage to **Contents** caused by the action of chemicals or by the reaction of chemicals with any material which forms part of the **Buildings***
- 8g. *the **Excess** shown in **Your Schedule**.*

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

Excluding

- 9a. *loss or damage caused by maintenance to trees*
- 9b. *loss or damage to aerials, dishes and masts*
- 9c. *the **Excess** shown in **Your Schedule**.*

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

Excluding

- 10a. *loss or damage whilst **Your Home** is **Unoccupied** for more than the days specified in **Your Schedule***
- 10b. *loss or damage caused by chipping, denting or scratching*
- 10c. *the **Excess** shown in **Your Schedule**.*

- 11. **Accidental Damage** in the **Home** to:
Desktop computers, Audio, hi-fi, television, telecommunication, video or DVD equipment, Satellite television receiving equipment or television and radio aerials.

Excluding

- 11a. *mobile phones, laptop computers, Ipads and tablet computers, computer software, hand-held computers or electronic toys*
- 11b. *loss or damage after the **Property** has been **Unoccupied** for more than the days specified in **Your Schedule***
- 11c. *loss or damage caused by electrical or mechanical breakdown*





- 11d. loss or damage caused by wear and tear, depreciations, gradually operating causes, process of cleaning, repair or restoration
- 11e. any amount exceeding the limit shown in **Your Schedule**
- 11f. the **Excess** shown in **Your Schedule**.

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

Excluding

- 12a. any amount in excess of 20% of the **Contents Sum Insured** or the balance of lease whichever is shorter
- 12b. costs for alternative accommodation incurred in any period exceeding 12 months from the date that the **Property** became uninhabitable, unless shown otherwise in the **Schedule**
- 12c. loss or damage where a valid claim has not been accepted by **Insurers** under section 2, perils 1-11.

13. Deep Freezer **Contents**
We will pay up to the amount shown in **Your Schedule** for food in a domestic deep freezer in the **Home** made unfit for human consumption by a change in temperature within the freezer cabinet or contamination by refrigerant or refrigerant fumes.

Excluding

- 13a. loss or damage from fridges/freezers over 10 years from new
- 13b. deliberate act of the utility provider
- 13c. the **Excess** shown in **Your Schedule**.

14. Personal **Money** and **Credit Cards**
Loss of personal **Money** belonging to **You** or **Your Family** up to the amount shown in **Your Schedule**. **Your** liability under the terms of personal **Credit Cards** including cheque, debit, charge or cash cards, issued in the British Isles to **You** or **Your Family**, up to a maximum of the amount shown in **Your Schedule**.

Excluding

- 14a. any loss unless the terms and conditions under which the card is issued

have been fulfilled

- 14b. losses not reported to the Police within 24 hours of discovery of loss
- 14c. any loss as a result of unauthorised use by a member of **Your Family** or a person residing with **You**
- 14d. loss caused by accounting errors or omissions
- 14e. depreciation in value
- 14f. the **Excess** shown in **Your Schedule**.

15. Visitors' **Personal Effects**

We will pay (for damage caused by perils 1-9 in Section 2: **Contents**), up to the amount shown in **Your Schedule** for visitors **Personal Effects** whilst in **Your Home** unless otherwise insured.

Excluding

- 15a. the **Excess** shown in **Your Schedule**.

16. Weddings, Birthdays and Religious Festivals
The **Sum Insured** shown in the **Schedule** for **Contents** in the **Home** will be automatically increased by the amount shown in **Your Schedule**

- 16a. during the month of any religious festival or celebration
- 16b. for 30 days before and after **Your** wedding day : and
- 16c. for 7 days after **Family** birthdays to cover wedding, birthday, religious holiday or other gifts

Excluding

- 16d. the **Excess** shown in **Your Schedule**.

17. Replacement of Locks and Keys
We will provide cover for replacement locks and keys if **Your** keys are lost or stolen or locks are damaged by a cause included in this Section up to the amount shown in **Your Schedule**

Excluding

- 17a. the **Excess** shown in **Your Schedule**.





18. Replacement of Title Deeds & Passport
We will pay the necessary cost of preparing new title deeds to your home, or your passport after loss or damage caused by anything insured by Section 2 while in your home or in your bank for safe keeping up to the amount shown in **Your Schedule**

Excluding

18a. the **Excess** shown in **Your Schedule**.

19. Parents in Care Homes
We will pay (for damage caused by perils 1-9 in Section 2: **Contents**), up to the amount shown in **Your Schedule** for Relatives in Care Homes, for the **Personal Possessions** of **Your** Parent(s) who permanently reside in a care home, unless otherwise insured.

Excluding

19a. the **Excess** shown in **Your Schedule**.

20. Digital Assets
We will pay (for damage caused by perils 1-9 in Section 2: **Contents**), up to the amount shown in **Your Schedule** for Digital Assets, the cost to replace digital music or video downloads that **You** are unable to replace from the original media provider.

Excluding

20a. the **Excess** shown in **Your Schedule**.

21. Domestic Staff **Personal Effects**
We will pay (for damage caused by perils 1-9 in Section 2: **Contents**), up to the amount shown in **Your Schedule** for Domestic Staff's **Personal Effects** whilst in **Your Home** unless otherwise insured.

Excluding

21a. the **Excess** shown in **Your Schedule**.

22. Household removals
We will pay for loss of or damage to your contents by a cause listed under Section 2 **Contents**, perils 1-9 (and Section 2 **Contents**, Additional Cover 1 **Accidental Damage** if shown in your schedule) while they are being permanently removed from your home to any other private property you are going to live in inside the UK, including while they are temporarily stored for up to 72 hours provided that the household removal is conducted by a professional person(s).

Excluding

- 22a. *Loss of or damage to money*
 22b. *Loss of or damage to china, glass, earthenware or other fragile items*
 22c. *Loss of or damage to bicycles*
 22d. *Loss or damage caused by any paying guest or tenant.*

23. Occupier's and Personal Liability
We will pay up to £2,000,000 to cover **Your** legal liability for damages **You** have to pay if someone makes a claim against **You** or **Your Family** for:

- accidental death or illness of, or bodily injury to, any person
- accidental loss of or damage to property.

that happens within the **Period of Insurance** on your **Schedule**.

This will also include costs, expenses and legal fees for defending **You**, if **We** have agreed this in writing beforehand.

This section covers liabilities arising from **You** occupying **Your Property**. Any liability that arises solely from you owning **Your Home**, not as occupier of the **Property**, is not covered under this section. However if **You** have **Our Buildings** cover, this covers liabilities arising from **You** owning **Your Home**.

Excluding any liability relating to or arising from:

- 23a. *death or illness of or bodily injury to **You**, **Your Family** or **Your domestic staff***
 23b. *damage to property belonging to or being looked after by **You**, **Your Family** or **Your domestic staff***
 23c. *death, illness, injury, loss or damage caused by:*
- You** owning or occupying any land or building except **Your Home** or temporary holiday accommodation
 - any **Business**





iii. an agreement, unless that liability would have existed anyway.

23d. **You** owning, keeping or using any:

- i. **Vehicles**
- ii. drones or model aircraft
- iii. hoverboards, airboards, self-balancing boards or scooters
- iv. animals except domestic pets
- v. horses, ponies, donkeys or mules
- vi. dangerous dogs as described under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1983 and any updates to that legislation.

23e. any disease that can be passed from one person to another.

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

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

24a. damage to the **Buildings** by any of the Causes 1-11 of Section 1 of this **Policy**.

Excluding

24b. the **Excess** shown in **Your Schedule**

25. Accidents to Domestic Employees

We will pay for damages and claimants' costs and expenses which **You** or a member of **Your Family** become legally liable to pay as compensation for accidental death of or bodily injury to or illness or disease of any domestic employee up to £10,000,000 in connection with any one claim or series of claims made against **You** or **Your Family** arising out of any one event occurring during the **Period of Insurance** and arising out of and in the course of employment within the UK.

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

Excluding

25a. liability arising directly or indirectly from the transmission of any contagious disease or virus by **You** or any member of **Your Family**

25b. any agreement unless **You** would have been liable had the agreement not

been made

25c. any claim or other proceedings against **You** or **Your Family** lodged or prosecuted in a court outside the **United Kingdom**

25d. liability arising from any business or profession

25e. liability for death of, bodily injury to, or illness or disease of any member of **Your Family**

25f. liability for which compulsory insurance or security is required by any road traffic legislation.

26. **Contents** Temporarily Removed.

We will pay up to the amount shown in **Your Schedule** for loss or damage to **Your Contents** caused by any of the perils listed in 1 to 9 of this section whilst temporarily removed from **Your Home** and in occupied premises where **You** or a member of **Your Family** is residing or employed within the **United Kingdom** and/ or up to the amount shown in **Your Schedule** for **Your Contents** belonging to **Your** children (including foster children) whilst at University or College and contained within halls of residence or private accommodation.

Excluding:

26a. loss or damage from theft unless involving forcible and violent entry or exit

26b. loss or damage from a mobile home, motor home or caravan

26c. **Contents** removed for sale or exhibition or to furniture storage areas

26d. loss or damage in a furniture depository

26e. loss or damage caused by storm or flood to property not in a building

26f. loss or damage listed under other exclusions.

26g. The **Excess** shown in **Your Schedule**.

The maximum payable under this section is the amount shown in **Your Schedule**. The maximum payable per single item under this section is the amount shown in **Your Schedule**. The maximum payable per single item for **Contents** whilst at a halls of residence or private student accommodation is the amount shown in **Your Schedule** and specifically excludes laptops, mobile phones and I-pads or tablet computers.





ADDITIONAL COVER

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

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

Excluding

- 1a. loss or damage specifically excluded from cover under Section 2 **Contents** or General Exclusions of this **Policy**
- 1b. loss or damage caused by normal wear and tear
- 1c. loss or damage caused by vermin, insects, fungus or atmospheric or climatic conditions
- 1d. loss or damage caused by cleaning or making repairs or alterations
- 1e. loss or damage caused by pets
- 1f. loss or damage whilst the **Buildings** are **Unoccupied** for more days than shown in **Your Schedule**
- 1g. loss or damage as a result of mechanical or electrical breakdown
- 1h. the **Excess** shown in **Your Schedule**.

2. Damage by Pets
We will pay up to £5,000 for loss or damage to **Your Contents** caused by scratching, chewing or fouling by **Your** domestic pets. A deduction for wear and tear will be made for any items over 3 years old

Excluding:

- 2a. Damage caused by dogs designated as dangerous under the Dangerous Dogs Act 1991
- 2b. Damage caused by insects or vermin

SECTION 3 – PERSONAL POSSESSIONS

(This section is included if shown on Your Schedule)

1. **We** will cover **Your Personal Possessions** up to the amount shown in **Your Schedule**, against accidental loss or damage within the limits of the **United Kingdom**. Cover is provided worldwide for up to the days shown in **Your Schedule** in any one **Period of Insurance**.

Excluding

- 1a. any loss or damage to contact or corneal lenses
- 1b. loss or damage to musical instruments whilst in transit unless they are placed in a suitable protective container
- 1c. documents or securities
- 1d. household goods, foodstuffs and domestic appliances
- 1e. **Property** more specifically insured
- 1f. sports equipment whilst in use
- 1g. activity sports equipment (including skis, sticks and bindings), snowboards, water skis, sub-aqua water sports equipment, camping equipment, riding tack, windsurfers and equipment used for pot-holing and mountaineering whilst in use
- 1h. theft from unattended road vehicles unless from a locked luggage boot, concealed luggage compartment, or glove compartment following forcible and violent entry to a securely locked vehicle
 - 1i. tools or instruments used or held for business or professional purposes.
 - 1j. Anything in excess of the limits shown in **Your Schedule** for sports equipment
 - 1k. Anything in excess of the limits shown in **Your Schedule** for mobile telephones
 - 1l. Anything in excess of the limits shown in **Your Schedule** for **Money** and **Credit Cards**
 - 1m. the **Excess** shown in **Your Schedule**

CONDITIONS THAT APPLY TO SECTION 2 – CONTENTS AND SECTION 3 – PERSONAL POSSESSIONS

Index-linking Clause

If **You** have provided **Us** with Sum(s) **Insured** in Sections 2 and 3, these may be adjusted each month in accordance with The Retail Price Index or the Consumer Price Index, issued by the Office for National Statistics. No additional premium will be charged for each monthly Increase.

At each renewal **You** will be requested to provide or confirm the Sum(s) **Insured** which will be used as the basis to calculate the premium required. The Sum(s) **Insured** will be shown on **Your** renewal **Schedule**.





Basis of Claims Settlement

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

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

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

It is **Your** responsibility to ensure that, at all times the **Contents Sum Insured** reflects the total cost of replacement as new. **We** will not pay for the cost of replacing or repairing any undamaged item(s) of **Your Contents** which forms part of a pair, set, suite or part of a common design.

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

SECTION 4 – PEDAL CYCLES

(This section is included if shown on **Your Schedule**)

1. Accidental loss or damage to Pedal Cycles owned by **You** or **Your Family** up to the **Sum Insured** as specified on **Your Schedule**.

Excluding

- 1a. *loss or damage while being used for track racing, trials or business purposes*
- 1b. *theft while away from the **Home** unless in a building or securely locked to an immovable object*
- 1c. *loss of or damage to accessories unless caused by an accident to the **Pedal Cycle** or unless the **Pedal Cycle** is stolen or destroyed by fire at the same time.*
- 1d. *the **Excess** shown in **Your Schedule**.*

Basis of Claims Settlement

In the event of loss or damage to **Your Pedal Cycle**, **We** will replace the damaged **Pedal Cycle**, provided that the **Sum Insured** is at least equal to the cost of replacing the **Pedal Cycle**. At **Our** option, **We** may either pay the cost of replacing the lost or damaged item or pay the cost of repairing the item. A deduction will be made for wear and tear.

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

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

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

GENERAL CONDITIONS

APPLICABLE TO ALL SECTIONS OF THIS INSURANCE

Consumer Insurance Act

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

1. supply accurate and complete answers to all the questions **We** may ask as part of **Your** application for cover under the **Policy**;
2. to make sure that all information supplied as part of **Your** application for cover is true and correct;
3. tell **Us** of any changes to the answers **You** have given as soon as possible.

Failure to provide answers in-line with the requirement of the act may mean that **Your Policy** is invalid and that it does not operate in the event of a claim.

Claims Underwriting Exchange

We may use **Your** personal information to prevent crime. In order to prevent crime **We** may share it with operators of registers available to the insurance industry to check information and prevent fraud. These include but are not limited to the Claims and Underwriting Exchange Register (CUE) run by Insurance Database Services Ltd (IDS Ltd). Under the conditions of your policy, you must tell us about any incident (such as fire, water damage, theft or an accident) which may or may not give rise to a claim. **We** may pass **Your** personal information to the operators of these registers, including but not limited to information relating to **Your** insurance **Policy** and any incident (such as an accident, theft or loss) to the operators of these registers.





Duty of Care

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

Changes in Circumstances

It is important that **You** keep **Us** advised of any change in **Your** circumstances. **Your Policy** has been based on the information **You** have given **Us** in the proposal and **You** must advise **Us** immediately of changes such as:

- **Your Property** becomes **Unoccupied**
- **You**, any member of **Your Family** is convicted of any criminal offence
- **You**, any member of **Your Family** is declared bankrupt, or has been served with a County Court Judgement
- **You**, any member of **Your Family** use the **Home** for business or professional purposes.

Unoccupancy

You must notify **Us** if the **Property**, as specified in the **Schedule**, are to become **Unoccupied** for more than the days specified in **Your Schedule** in any single period.

Notice of Building Works

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

Administration Charges

We may apply a charge of £10 for any changes made to your policy.

Renewals and Our right to cancel this policy

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **You** at **Your** last known address. Valid reasons may include but are not limited to:

1. Fraud
2. Non-payment of premium
3. Threatening and abusive behaviour
4. Non-compliance with policy terms and conditions

Provided the premium has been paid in full **You** will be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

Contracts (Rights of Third Parties) Act

No person, company or entity who is not party to this **Policy** shall have any rights to enforce any terms or conditions of this **Policy**. This shall not affect the right or remedy of the third party that exists, or is available apart from this act.

Other Insurance

If at the time of any incident which results in a claim under this policy, there is another insurance or recourse like bank or credit card company covering the same loss, damage or liability, **We** will only pay **Our** proportional share of any claim.

GENERAL EXCLUSIONS

APPLICABLE TO ALL SECTIONS OF THIS POLICY

This **Policy** does not cover the following:

1. Radioactive Contamination
loss or damage to any property resulting or arising from any **Consequential Loss**, legal liability directly, or indirectly caused by, or contributed to by, or arising from:
 - 1a. Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - 1b. The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear components.
2. War
loss or damage occasioned by the consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction or seizure to property under the order of any government or public or local authority or other body.
3. Terrorism
Loss or damage directly or indirectly caused by, or in connection with any act of terrorism, regardless of any other cause or event.
For the purpose of this exclusion 'terrorism' includes the use of any destructive, or potentially destructive weapon or device, biological chemical and/or nuclear chemical and/or nuclear force or contamination and/or threat thereof by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious ideological or similar purposes, including the intention to influence any government and/or to put the public in fear. Losses caused by, or resulting from riot, attending a strike, civil commotion and malicious damage are not excluded hereunder.





4. Deliberate Act
Loss or damage caused intentionally by **You**, or anyone working on **Your** behalf.
5. Existing Damage
Loss or damage occurring prior to the commencement of **Your** insurance **Policy**.
6. Sonic Pressure
Loss or damage from pressure waves caused by aircraft, or other flying devices travelling at sonic or supersonic speeds.
7. **Consequential Loss**
Consequential Loss as a result of any claim under this **Policy**. For example the cost of mobile phone calls following the theft of the phone
8. Wear and Tear
Loss or damage as a result of wear and tear, rusting or corrosion, wet or dry rot or fungus or any gradually operating cause.
9. Computer Date Recognition and Viruses
Loss or damage to computer equipment caused by computer date changes and/or computer viruses. For the purposes of this exclusion, "viruses" includes any programs or software which affects computer programs and/or functionality.
10. Motor **Vehicles**
Loss or damage caused to any motor vehicles (other than a private garden vehicle), caravans, trailers or watercraft and/or their accessories.
11. Insects & Vermin
Loss or damage caused by insects or vermin.

CLAIMS PROCEDURE AND CONDITIONS

APPLICABLE TO ALL SECTIONS OF THIS INSURANCE

If **You** need to make a claim under this **Policy**, **You** must comply with the obligations set out below. If **You** do not and prejudice **Our** position, **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full

1. provide **Us** with full details of **Your** claim as soon as possible after the event and always within 30 days. In the first instance, please contact **Our** claims management service on:

Emerald Life Claims
PO Box 800
Halifax, HX1 9ET

Tel: 0330 041 2190
Email: home@emeraldclifeclaims.co.uk
2. immediately notify the police following loss or damage by theft, attempted theft, malicious damage, violent disorder, riots or civil commotion and obtain the Crime

Reference Number

3. take all steps necessary to reduce further loss, damage or injury
4. provide **Us** with all information and evidence, including written estimates and proof of ownership and value that **We** may request
5. do not, under any circumstances effect full repairs without **Our** prior written consent
6. under no circumstances admit any liability or responsibility or negotiate or settle any aspect of any claim without **Our** permission in writing

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

1. enter any Building following loss or damage
2. negotiate, defend or settle any claim made against **You**
3. prosecute in **Your** name for **Our** benefit, any other person in respect of any claim **We** may have to pay
4. appoint a loss adjuster to handle the claim on **Our** behalf
5. arrange to repair the damage to the Building and/or any other property or item and handle any salvage appropriately.

UK General Insurance Ltd are an **Insurers** agent and in the matters of a claim act on behalf of the Insurer.

Fraudulent / False Claims

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

DATA PROTECTION ACT 1998

Please note that any information provided to **Us** will be processed by **Us** and **Our** compliance team with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

We collect and maintain personal information in order to underwrite and administer the policies of insurance that **We** issue. All personal and credit/debit card information is treated with the utmost confidentiality and with appropriate levels of security, and will not be kept longer than is necessary.

We will endeavour to protect **Your** information from accidental or unauthorised disclosure. **We** will only reveal **Your** information if it is allowed by law, authorised by **You**, to prevent fraud or in order that **We** can liaise with **Our** agents in the administration of this policy.





We may pass **Your** personal information to other companies for processing on **Our** behalf. Some of these companies may be based outside Europe in countries which may not have laws to protect **Your** personal information, but in all cases **We** will ensure that it is kept securely and only used for the purposes for which **You** provided it. Details of the companies and countries involved can be provided to **You** on request.

We would also like to keep **You** informed (by telephone, post or e-mail) of products and services developed with carefully-selected providers who understand and subscribe to the Emerald Life values and aspirations. If **You** would prefer not to receive this information from **Us**, and have not previously advised of this, please let us know. **You** may unsubscribe at any time.

Under the terms of the Data Protection Act 1998, **You** have the right to ask for a copy of any information **We** hold on **You** upon payment of an administrative fee of £10. These principles apply whether **Your** information is held on paper or in electronic form.

Enquiries in relation to data held should be directed to **Us** at customerservice@emerald.life.co.uk or on 0330 131 9950.

At some time in the future, **We** may enter into an agreement with a new insurance provider for all or part of **Your Policy**. In which case, this new insurance provider will offer **You** insurance to replace **Your** current **Policy**. If this is the case, **We** will write or email **You** to confirm the details of the new insurance provider and give **You** details of the terms and conditions of **Your** new **Policy**. **You** hereby authorise **Us** to transfer any personal data to a new provider, including health or other data defined as 'sensitive personal data' under the Data Protection Act, and consent to the new provider being able to offer cover to **You**. If **You** wish to withdraw agreement to this, please contact **Us** at customerservice@emerald.life.co.uk or on 0330 131 9950.

Dealing with other people: It is our policy to deal with **Your** spouse or partner who calls **Us** on **Your** behalf, provided they are named on the **Policy**. If **You** would like someone else, who is not named on the **Policy**, to deal with **Your Policy** on **Your** behalf on a regular basis please at customerservice@emerald.life.co.uk or on 0330 131 9950. If you have any questions regarding the above please contact us at customerservice@emerald.life.co.uk or on 0330 131 9950

Appendix: Your Legal Expenses/ Professional Fees Policy

This Policy only applies if shown on your home insurance schedule.



EMERALDLIFE



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IMPORTANT POLICY INFORMATION

IMPORTANT NOTICE REGARDING THE OPERATION OF THIS POLICY. FAILURE TO COMPLY WITH THESE TERMS COULD MEAN THAT WE DECLINE TO PAY YOUR CLAIM.

All potential claims must initially be reported to Our appropriate Claims Notification and Helpline Services detailed below:-

Legal Claims Notification & Advice Helpline Service – 01384 887575

Operates 24 hours a day, 365 days a year.

This Helpline Service is only in respect of legal issues and cannot assist with any other insurance matter.

Tax Claims Notification Helpline Service – 01384 377000

Tax Advice Helpline Service – 01455 852034

Identity Theft Claims Notification & Advice Helpline Service – 01384 397757

Operates between the hours of 09:00 – 17:00 Monday to Friday excluding Bank Holidays.

This Helpline Service is only in respect of Tax or Identity Theft issues and cannot assist with any other insurance matter.

This is a policy where **You** must notify **Us** during the **Period of Insurance** and within 30 days of any circumstances which may give rise to any claim under this policy. Failure to do so could mean that **We** decline to pay a claim for **Your Professional Fees**.

If **You** can convince **Us** that there are reasonable prospects of being successful in **Your** claim and that it is necessary for **Professional Fees** to be paid **We** will:-

1. take over the claim on **Your** behalf;
2. appoint a specialist of **Our** choice to act on **Your** behalf.

We may limit the **Professional Fees** that **We** pay under the policy where:-

1. **We** consider it is unlikely a sensible settlement of **Your** claim will be obtained; or
2. there are insufficient prospects of obtaining recovery of any sums claimed; or
3. the potential settlement amount of **Your** claim is disproportionate compared with the time and expense incurred in pursuing or defending **Your** claim.

Where it may cost **Us** more to handle a claim than the amount in dispute **We** may at **Our** option pay to **You** the amount in dispute which will then constitute the end of the claim under this policy.

If **Legal Proceedings** have been agreed by **Us**, **You** may at this stage decide to nominate and use **Your** own solicitor or indeed, **You** may wish to continue to use **Our** own specialists. If **You** decide to nominate **Your** own professional **We** must agree this in advance and **You** will be responsible for any **Professional Fees** in excess of those which **Our** own specialists would normally charge **Us** (Details are available upon request).

At conclusion of **Your** claim if **You** are awarded any costs (not **Your** damages), these must be paid to **Us**.

In the event that **You** make a claim under this policy which **You** subsequently discontinue due to **Your** own disinclination to proceed, any **Professional Fees** incurred to date will become **Your** own responsibility and will be required to be repaid to the **Insurer**.

Please note that if You engage the services of anyone prior to making contact with the appropriate Claims Notification and Advice Helpline Service and incur any costs without Our prior written approval these costs will not be covered by this insurance.

If upon receipt of this policy **You** are unhappy with any of the requirements as stated above please advise **Your** insurance adviser immediately who subject to there being no claims on this policy will arrange a full refund of premium.





IMPORTANT POLICY INFORMATION

All potential claims must initially be reported to the appropriate Claims Notification and Helpline Service.

The Legal Claims Notification & Advice Helpline Service telephone number is 01384 887575.	Operates 24 hours a day 365 days a year.
The Tax Claims Notification Service Telephone number is 01384 377000. The Tax Advice Helpline Service telephone number is 01455 852034.	Operates 09:00 – 17:00 Monday to Friday excluding Bank Holidays.
The Identity Theft Claims Notification & Advice Helpline Service telephone number is 01384 397757.	Operates 09:00 – 17:00 Monday to Friday excluding Bank Holidays. Outside of these hours You should visit www.legalim.co.uk/idtheft where You will be able to understand what action You should immediately take, useful contact points and register a claim with Us.
Please note that the Legal Claims Notification & Advice Helpline service is not empowered to give advice on the admissibility of any claim under this policy.	
If You wish to make a claim or You have a query relating to policy cover You should contact:	Claims Department Legal Insurance Management Ltd 1 Hagley Court North The Waterfront Brierley Hill West Midlands DY5 1XF

Claims Made Policy

This is a 'Claims Made' policy. It only covers claims notified to Us during the Period of Insurance and within 30 days of any circumstance which may give rise to any claim. Failure to do so could lead Us to decline that claim.



POLICY DEFINITIONS

The words or expressions detailed below have the following meaning wherever they appear in this professional fees policy.

Agent	The Agent appointed by the Coverholder to transact this insurance with You .
Aspect Enquiry	An enquiry where the Inspector of Taxes enquires into one or more aspects of the self-assessment tax return which may involve clarification of particular entries to detailed consideration of whether those entries have been treated correctly for tax purposes. It may involve a check on the records upon which the particular entries were based.
Authorised Professional	A solicitor, counsel, claims handler or mediator, accountant, firm of accountants or other appropriately qualified person appointed and approved by Us under the terms and conditions of this policy to represent Your or an Insured Person's interests.
Claim Limits	The amount We will pay in respect of any one claim and the total amount payable within any one Period of Insurance as specified within the Schedule .
Court	A court, tribunal or other competent authority.
Credit Reference Agency	Equifax, Experian, and Call Credit.
Event	The initial Event , act or omission which sets off a natural and continuous sequence of Events that subsequently gives rise to a claim for Professional Fees and/or payment of a benefit under this policy.
Excess	The first amount of each and every claim as detailed on the Schedule or Insured Event .
Home	Your principal private dwelling house as defined for the purposes of qualifying for exemption from Capital Gains Tax.

Identity Theft	The misappropriation of the identity of another person without their knowledge or consent. These identity details are then used to obtain goods, services or to commit criminal activities in that person's name.
Indirect Losses	Losses or damage which is not directly associated with the incident that caused You to claim, unless expressly stated in this policy.
Insured Person	<ol style="list-style-type: none"> 1. The Policyholder named in the Schedule. 2. The husband or wife of the Policyholder or the Policyholder's partner or civil partner who lives at the same address and shares financial responsibilities. This does not include any business partners or associates. 3. The Policyholder's children and parents, normally resident in the Home.
Insurer	<p>This insurance is arranged by Emerald Life Limited with UK General Insurance Ltd on behalf of Ageas Insurance Ltd, Registered in England No.354568. Registered Office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA.</p> <p>UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority.</p> <p>Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.</p> <p>This can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register or by calling them on 0800 111 6768.</p>
Legal Proceedings	When formal Legal Proceedings are issued against an opponent in a Court of Law.
Payment Card	Bank, charge, cheque, credit, debit, and cash dispenser cards.
Period of Insurance	The Period of Insurance shown in the Schedule .
Policyholder, You, Your	The person or company who has paid the premium and is named in the Schedule as the Policyholder .



Professional Fees	Legal and accountancy fees and costs including disbursements properly incurred by the Authorised Professional , with Our prior written authority including costs incurred by another party for which You are made liable by Court Order , or may pay with Our consent in pursuit of a civil claim in the Territorial Limits arising from an Insured Event . Professional Fees will include VAT where it cannot be recovered.
Schedule	The document which shows details of You and this insurance and is attached to and forms part of this policy.
Standard Professional Fees	The level of Professional Fees that would normally be incurred by Us in using a nominated Authorised Professional of Our choice.
Territorial Limits	The United Kingdom (meaning England, Scotland, Northern Ireland, Wales), Channel Islands and Isle of Man.
Time of Occurrence	Civil Cases - when the Event occurred or commenced whichever is the earlier. Criminal Cases - when You or an Insured Person commenced or is alleged to have commenced to violate the criminal law in question.
We, Us, Our	The Insurer and/or Legal Insurance Management Limited, the Coverholder or the Authorised Professional Legal Insurance Management Limited is authorised and regulated by the Financial Conduct Authority under registration number 552983. This can be checked on the Financial Services Register at www.fca.org.uk/firms/systems-reporting/register or by calling them on 0800 111 6768..

COVER

You have paid the premium and supplied to **Us** a proposal and declaration or other information which shall be the basis of this contract and be incorporated in this policy.

Upon payment of the policy **Excess** if applicable, **We** will pay **Your** claim in accordance with **Our Standard Professional Fees** and where requested by **You** any other **Insured Person** up to the Claim Limit subject to the terms, conditions and exclusions of this policy, against **Professional Fees** arising from an Insured **Event** within the **Territorial Limits** where **You** notify **Us** during the **Period of Insurance** and within 30 days of the **Time of Occurrence** of the **Event**.

INSURED EVENTS

SECTION 1 - PERSONAL INJURY

What is Covered?

Pursuing a civil claim for damages in respect of death of or bodily injury to an **Insured Person** caused by negligence.

What is Excluded?

1. *any claim involving medical or clinical negligence, or pharmaceutical or any related claims (including but not limited to tobacco products);*
2. *any claim arising from a stress or psychological related condition;*
3. *any claim relating to the extended use of artificial tanning equipment;*
4. *a claim falling within the Small Claims Track limits.*

SECTION 2 - CONSUMER DISPUTES

What is Covered?

Pursuing or defending claims arising out of a contract entered into by or on behalf of an **Insured Person** for:

1. obtaining services;
2. the purchase, hire, hire-purchase or sale of any personal goods.

Pursuing claims arising from a person or company refusing to contract with an **Insured Person** in contravention of the Equality Act 2010 or related legislation



Claims within Small Claims Court Limits

The payment of appropriate experts and **Court** fees together with assistance provided by **Our** own in-house legal advisors to construct **Your** case provided that the value of the goods or services in dispute or the total instalments due at the time of making the claim is greater than £100.

Claims above Small Claims Court Limits

The payment of **Professional Fees** incurred by the Appointed Professional appointed by **Us**.

What is Excluded?

1. any contract entered into by an **Insured Person** in connection with a profession, business or trade other than for their contract for full-time employment, but only if employment disputes are covered by this policy;
2. any contract where the dispute arises within the first 90 days of the first **Period of Insurance** unless **You** can provide evidence that **You** had equivalent cover immediately prior to the original inception of this policy without a break in the period of cover;
3. any contract under which a sum of money was due and payable more than 180 days before the claim was reported;
4. any contract relating to any work carried out, in, on or for the benefit of land or buildings other than the **Home**;
5. any contract of insurance in so far as the dispute is solely in respect of the sum of money or other compensation payable under such Contract;
6. any claims relating to the planning, erection, alteration, construction, conversion, extension of buildings or parts of buildings;
7. any disputes with local or government authorities.

SECTION 3 - HOME RIGHTS

What is Covered?

The pursuit of civil claims in respect of: -

1. loss or damage to:-
 - 1a. goods in the **Home** owned by or for which an **Insured Person** is responsible; or
 - 1b. the **Home**;
2. an alleged infringement of rights appertaining to the **Home**.

What is Excluded?

1. any claims relating to the planning, erection, alteration, construction, conversion, extension of buildings or parts of buildings;
2. disputes with local or government authorities;
3. disputes involving leased or rented property, or in respect of or arising out of any tenancy agreement;
4. compulsory purchase, confiscation, nationalisation, requisition or destruction of or restrictions or controls placed on, or damage to, any property;
5. actual, planned or proposed construction, closure, adoption or repair of roads or bridges, or the actual, planned or proposed construction, demolition or adaptation of buildings, housing or other works;
6. a dispute arising within the first 90 days of the first **Period of Insurance** unless **You** can provide evidence that **You** had equivalent cover immediately prior to the original inception of this policy without a break in the period of cover;
7. claims relating to material damage covered by another relevant insurance policy;
8. mining subsidence.

SECTION 4 – TAXATION

What is Covered?

Professional Fees arising from or relating to an **Aspect Enquiry** or an in-depth HM Revenue & Customs investigation of an **Insured Person's** personal tax affairs.

What is Excluded?

Professional Fees arising:-

1. from Aspect Enquiries less than £100;
2. where the investigation or enquiry had commenced before the first **Period of Insurance** or the **Insured Person** should have realised that a claim might occur;
3. from investigation or enquiry by or transfer to the Special Compliance Office;
4. as a result of a false or misleading statement or representation to the HM Revenue & Customs;
5. from deficiencies in books, records, accounts or returns including the costs of repairing a return;
6. from any claim involving criminal proceedings, alleged fraudulent evasion of tax, misstatement with the intent to deceive, tax avoidance schemes.



SECTION 5 – EMPLOYMENT

What is Covered?

A dispute with an **Insured Person's** employer for compensation or reinstatement or re-engagement on the grounds of unfair dismissal, constructive dismissal or unfair selection for redundancy.

What is Excluded?

*Situations where the dispute arises within the first 90 days of the first **Period of Insurance** unless **You** can provide evidence that **You** had equivalent cover immediately prior to the original inception of this policy without a break in the period of cover.*

SECTION 6 - CRIMINAL PROSECUTION DEFENCE

What is Covered?

Professional Fees incurred in the defence of criminal **Legal Proceedings** brought against an **Insured Person** as a result of any act or omission or alleged act or omission, including:-

Police Station Representation

Professional Fees incurred in representing an **Insured Person** at a Police Station where they are being interviewed under caution in relation to an alleged criminal act.

Magistrates' Court Representation

Professional Fees incurred in representing an **Insured Person** at a Magistrates' Court.

Crown Court Representation

A sum equal to any assessed income based contribution payable by the **Insured Person** towards **Professional Fees** incurred under the Crown **Court** Means Testing scheme.

What is Excluded?

1. the defence of any offence of deliberate and wilful criminal acts or Omissions;
2. any matter where the **Authorised Professional** assesses that reasonable prospects of success do not exist;
3. any offence relating to motor bike/vehicle;
4. **Professional Fees** required to be paid by an **Insured Person** in excess of the pre-

conviction assessed income based contribution under the Crown **Court** Means Testing scheme following conviction;

5. assessed income based contributions payable by the **Insured Person** towards **Professional Fees** incurred under the Crown **Court** Means Testing scheme which exceed the **Claim Limit**;
6. any **Professional Fees** where the **Insured Person** fails to:
 - 6a. apply for a Representation Order under the Crown **Court** Means Testing scheme;
 - 6b. submit any required information under the Crown **Court** Means Testing scheme;
 - 6c. comply with the terms of a Representation Order;
 - 6d. use a representative that can act under the terms of a Representation Order under the Crown **Court** Means Testing scheme;
7. the defence of any action, enforcement, or recovery of sums payable against an **Insured Person** under the terms of or for a breach of the terms and conditions of a Representation Order under the Crown **Court** Means Testing scheme.

SECTION 7 – EDUCATION

What is Covered?

Appealing against the decision of a Local Education Authority (LEA) or any other body that allocates school places, arising out of their failure to comply with its published admission policy, and resulting in the refusal to accept the **Insured Person's** child or children at the state school of their preference, subject to a Claim Limit of £5,000 any one claim.

What is Excluded?

Claims:-

1. arising where acceptance at the school involves examinations or other selection criteria;
2. involving schools which are not state schools;
3. arising prior to the submission of an application to the school or LEA;
4. arising where the LEA's or other body's refusal occurred within the first 6 months of the first **Period of Insurance**;
5. where the procedure for appealing against the decision to refuse a place at the school has not been followed;





6. where the child has been expelled, suspended or permanently excluded from another school;
7. for children under 5 years other than for admission disputes arising where entry shall be in the academic year prior to their 5th birthday.

SECTION 8 – PROBATE

What is Covered?

The pursuit of claims by the **Insured Person** in respect of a probate dispute involving the will of the **Insured Person's** spouse, parents, grandparents, children, step-children or adopted children.

What is Excluded?

Any dispute or costs where a will has not been previously made, concluded or cannot be traced (Intestate).

SECTION 9 - JURY SERVICE EXPENSES

What is Covered?

The actual loss of the salary or wages of an **Insured Person** for the time off work to attend a **Court** for Jury Service provided the amount paid under this section shall not exceed £100 per person per day and up to a maximum of £1,000 per claim and that such salary or wages are not recoverable from the relevant **Court**.

What is Excluded?

The first 5 days of such service.

SECTION 10 - IDENTITY THEFT

What is Covered?

Following an **Event of Identity Theft**:

1. necessary Legal Expenses and ancillary costs incurred:
 - 1a. to defend a claim from a financial institution, merchants or their collection agencies;
 - 1b. for the removal of any criminal or civil judgments wrongly entered against the **Insured Person**;
 - 1c. challenging the accuracy or completeness of any information in a **Credit**

Reference Agency report; and

- 1d. to create documents needed to prove the **Insured Person's** innocence in terms of any financial irregularities committed unlawfully;
2. postal and phone costs the **Insured Person** has to pay in dealing with financial institutions, the Police and Credit Reference Agencies to report or discuss an actual **Identity Theft**;
3. fees charged for reapplying for a loan which has been rejected due to the original application being rejected solely because the lender received incorrect credit information;
4. the **Insured Person's** lost earnings as a result of time away from work to go and see the Police, financial institutions or **Credit Reference Agencies** to report or discuss an actual **Identity Theft**.

The Events above must be as a result of an actual **Identity Theft**.

What is Excluded?

1. any **Identity Theft** connected with **Your** business, profession, or occupation;
2. any legal action where the **Insured Person** does not have a reasonable prospect of success;
3. any costs, expenses or losses incurred due to any fraudulent, dishonest or criminal act by an **Insured Person**, or any other person acting in collusion with an **Insured Person**;
4. any **Indirect Losses** other than as identified above.

Identity Theft Claims Conditions

Please read the following carefully to comply with the conditions of this section.

If an **Insured Person** discovers their identity has been stolen either from the first fraudulent transaction identified or any physical or electronic record with any financial institutions, the **Insured Person** must:

- i. contact the **Identity Theft** Claims Notification and Advice Helpline Service on 01384 397757;
- ii. make sure that they have their address history for the last 6 years;
- iii. file a Police report within 12 hours of discovering the **Identity Theft**;
- iv. let their financial institutions, **Payment Card** company (ies) and all other accounts know of the **Identity Theft** within 12 hours of discovering the **Identity Theft**;





- v. fill out and return any claim forms including an authorisation for **Us** to obtain records and other necessary information, if these are applicable
- vi. send **Us** proof from their employer that they took unpaid days off if they wish to make a claim for lost wages and provide evidence to show that it was necessary;
- vii. immediately send **Us** copies of any demand notices, summonses, complaints, or legal papers received in connection with a loss suffered;
- viii. take all necessary action to prevent further damage to their identity.

Identity Theft Claims Process

The **Insured Person** must contact the Identify Theft Claims Notification and Advice Helpline Service on 01384 397757 quoting the policy number before they pay or agree to pay any costs. Failure to do so may lead **Us** to decline the claim.

We will give the **Insured Person** a dedicated claims handler who will assist them in identifying the extent of their problem. They will offer advice, guidance, and assist in the preparation of documentation to ensure the problem and any potential losses are minimised.

The service will give the **Insured Person** access by phone to repair their credit file or files following an **Identity Theft**.

We will personalise documents on the **Insured Person's** behalf and post these to them for signing and sending on to the relevant organisations.

SECTION 11 – DEBT ADVICE & BANKRUPTCY ASSISTANCE

What is Covered?

We will provide:-

1. free, impartial and confidential debt advice for the **Insured Person**, as an individual, from a Debt Advice Specialist (operates between the hours of 09:00 – 17:00 Monday to Friday excluding Bank Holidays).
2. where filing for bankruptcy is recommended as the most appropriate option by **Our** Debt Advice Specialist and continues to be the most appropriate option, the **Insurer** or the Debt Advice Specialist shall:
 - 2a. pay the fee required for filing for bankruptcy (debtor's petition)
 - 2b. draft the bankruptcy petition and court documentation

- 2c. arrange and prepare the **Insured Person** for their attendance at the bankruptcy hearing.

What is Excluded?

Excluding where **You** have filed or applied for the following prior to the inception of **Your** policy:-

1. *bankruptcy;*
2. *an Individual Voluntary Agreement;*
3. *a Debt Management Plan;*
4. *a Debt Relief Order.*

SECTION 12 – LEGAL ADVICE HELPLINE

What is Covered?

The provision of professional assistance and guidance to the **Insured Person** in respect of any personal legal or quasi legal problem of the **Insured Person**.

Provided that:-

1. the **Insurer** shall be at liberty to procure the provision of such assistance by **Us** to the **Insured Person**;
2. the assistance will be given via the telephone on request by the **Insured Person**. Any advice comprised within the assistance provided will be confirmed in writing where considered necessary by **Us** or requested by the **Insured Person**;
3. the **Insurer** will not be liable to the **Insured Person** for any breakdown or failure to provide the said assistance by virtue of any Act of God, strikes, mechanical or technological breakdown or any other matter outside its control.

What is Excluded?

We shall not be obliged to correspond negotiate or otherwise deal on the Insured Person's behalf with any third party





SECTION 13 – SOCIAL MEDIA DEFAMATION

What is Covered?

Pursuing a civil claim for damages in respect of defamation of to an **Insured Person** on social media website or similar internet media.

What is Excluded?

1. any claims where the **Insured Person** is not aged over 18 at the time of the claim.
2. a claim arising within the first 90 days of the first **Period of Insurance**

SECTION 14 – HOME SALE AND PURCHASE

What is Covered?

Pursuing claims arising out of a contract for the sale or purchase of a domestic property entered into by or on behalf of an **Insured Person**

What is Excluded?

1. a contract **You** have entered into in connection with a profession, business, trade or venture for gain;
2. any claims relating to the planning, erection, alteration, construction, conversion, extension of buildings or parts of buildings;
3. disputes with local or government authorities;
4. disputes involving leased or rented property, or in respect of or arising out of any tenancy agreement;
5. compulsory purchase, confiscation, nationalisation, requisition or destruction of or restrictions or controls placed on, or damage to, any property;
6. any claims dispute arising within the first 90 days of the first **Period of Insurance** unless **You** can provide evidence that **You** had equivalent cover immediately prior to the original inception of this policy without a break in the period of cover

GENERAL POLICY EXCLUSIONS

This insurance does not cover:

1. **Professional Fees** incurred:-
 - 1a. in respect of any **Event** where the **Time of Occurrence** commenced prior to the commencement of the insurance;
 - 1b. where the **Insured Person** is aware of a circumstance that may give rise to a claim when purchasing this insurance;
 - 1c. before **Our** written acceptance of a claim;
 - 1d. before **Our** approval or beyond those for which **We** have given **Our** approval;
 - 1e. where **You** fail to give proper instructions in due time to **Us** or to the **Authorised Professional**;
 - 1f. where **You** are responsible for anything which in **Our** opinion prejudices **Your** case;
 - 1g. if **You** withdraw instructions from the **Authorised Professional**, fail to respond to the **Authorised Professional**, withdraw from the **Legal Proceedings** or the **Authorised Professional** refuses to continue to act for **You**;
 - 1h. where **You** decide that **You** no longer wish to pursue **Your** claim as a result of disinclination. All costs incurred up until this stage will become **Your** responsibility;
 - 1i. in respect of the amount in excess of **Our Standard Professional Fees** where **You** have elected to use an **Authorised Professional** of **Your** own choice;
2. the pursuit continued pursuit or defence of any claim if **We** consider it is unlikely a sensible settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred;
3. claims which are conducted by **You** in a manner different from the advice or proper instructions of **Us** or the **Authorised Professional**;
4. appeals unless **You** notify **Us** in writing of **Your** wish to appeal at least six working days before the deadline for giving notice of appeal expires and **We** consider the appeal to have reasonable prospects of success;
5. any **Professional Fees** and expenses that could have been recovered under any other insurance except beyond the amount which would be payable under such insurance had this policy not been effected;
6. damages, fines or other penalties **You** are ordered to pay by a **Court**, tribunal or arbitrator;
7. claims arising from an **Event** arising from **Your** deliberate act, omission or misrepresentation;





8. claims arising from:-
 - 8a. ionising, radiations or contamination by radioactivity from irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - 8b. any radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or component thereof;
 - 8c. war, terrorism or any like or any associated risk;
 - 8d. seepage, pollution or contamination of any kind;
 - 8e. pressure waves caused by aircraft or other aerial devices;
9. any dispute relating to written or verbal remarks which damage **Your** reputation, other than on social media;
10. **Professional Fees** arising directly or indirectly from computer software except operating systems and packaged software that have not been tailored by the supplier to **Your** own requirements;
11. **Legal Proceedings** outside the **Territorial Limits** and proceedings in constitutional international or supranational Courts or tribunals including the European **Court** of Justice and the Commission and **Court** of Human Rights;
12. a dispute which relates to any compensation or amount payable under a contract of insurance;
13. a dispute with **Us** not dealt with under the Arbitration condition;
14. any dispute relating to patents, copyrights, trade or service marks, registered designs, passing off intellectual property trade secrets or confidential information;
15. an application for judicial review;
16. any **Professional Fees** incurred in defending or pursuing new areas of law or test cases;
17. any claim directly or indirectly arising from an allegation of mis-selling or mismanagement of financial services or products;
18. any matter in respect of which an **Insured Person** is entitled to Legal Aid where **Our** liability shall be limited to the sum equal to any assessed income based contribution payable by the **Insured Person** towards **Professional Fees** incurred under the Crown **Court** Means Testing scheme where this applies;
19. any **Professional Fees** relating to **Your** alleged dishonesty or deliberate and wilful criminal acts or omissions other than as insured under Insured **Event** – Criminal Prosecution Defence;
20. any dispute or prosecution involving a motor vehicle unless the dispute relates to a personal injury claim;
21. any claim involving medical or clinical negligence or pharmaceutical or any relate claims (including but not limited to tobacco products).
22. any claim arising from a stress or psychological related condition;
23. disputes between an **Insured Person** and their family or a matrimonial or co-habitation dispute except in so far as any claim relates to a dispute with an **Insured Person's** professional advisor;
24. a claim falling within the Small Claims Track limits (other than as detailed within Insured Events – Consumer Disputes);
25. any matter arising from or relating to any business or trading activity or venture for gain undertaken by an **Insured Person** including but not limited to any personal guarantee and investment in unlisted companies;
26. **Legal Proceedings** between an **Insured Person** and a central or local government authority:-
 - 26a. unless an **Insured Person** has suffered or could suffer pecuniary loss if the **Legal Proceedings** are not pursued or defended; or
 - 26b. concerning the imposition of statutory charges.

POLICY CONDITIONS

CONSUMER INSURANCE ACT

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

1. supply accurate and complete answers to all the questions **We** or the administrator may ask as part of your application for cover under the policy;
2. to make sure that all information supplied as part of **Your** application for cover is true and correct;
3. tell **Us** of any changes to the answers **You** have given as soon as possible.

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

OBSERVANCE

Our liability to make any payment under this policy will be conditional on **You** complying with the terms and conditions of this insurance.

CLAIMS

You must tell **Us** in writing within 30 days about any matter, which could result in a claim being made under this policy, and must obtain in writing **Our** consent to incur **Professional Fees**.



We will not enter into dialogue or correspond with anyone other than **You** (or with **Your** agreement an **Insured Person**) or **Your** or the **Insured Person's** personal representative (following death or serious incapacity) in relation to the notification and subsequent handling of a claim.

We will give such consent if **You** can satisfy **Us** that there are reasonable prospects of success in pursuing or defending **Your** claim and that it is necessary for **Professional Fees** to be paid and **You** have paid the **Excess**.

We may require (at **Our** discretion) **You** at **Your** expense to obtain the opinion of an expert or counsel on the merits of a claim or continued merits of a claim or **Legal Proceedings**. If **We** subsequently agree to accept or continue with the claim, the costs of such opinion will be covered.

If after receiving a claim or during the course of a claim **We** decide that:-

1. **Your** prospects of success are insufficient;
2. It would be better for **You** to take a different course of action;
3. **We** cannot agree to the claim.

We will write to **You** giving **Our** reasons and **We** will not then be bound to pay any further **Professional Fees** for this claim.

We may limit any **Professional Fees** that **We** will pay under the policy in the pursuit continued pursuit or defence of any claim:-

1. If **We** consider it is unlikely a sensible settlement will be obtained; or
2. where the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement; or
3. where there are insufficient prospects of obtaining recovery of any sums claimed.

Alternatively where it may cost **Us** more to handle a claim than the amount in dispute **We** may at **Our** option pay to **You** the amount in dispute which shall be deemed to represent full and final settlement under this policy providing that all the terms and conditions of this policy have been complied with.

In the event that **You** make a claim under this policy which **You** subsequently discontinue due to **Your** own disinclination to proceed, any legal costs incurred to date will become **Your** own responsibility and will be required to be repaid to the **Insurer**.

UK General Insurance Ltd is an Insurers agent and in the matters of a claim act on behalf of the **Insurer**.

REPRESENTATION

We will take over and conduct in **Your** name the prosecution, pursuit, defence or settlement of any claim. The **Authorised Professional** nominated and appointed by **Us**

will act on **Your** behalf and **You** must accept **Our** nomination.

If **Legal Proceedings** have been agreed by **Us**, **You** may nominate **Your** own **Authorised Professional** whose name and address **You** must submit to **Us**. In selecting **Your Authorised Professional** **You** shall have regard to the common law duty to minimise the cost for **Your** claim. Any dispute arising from this shall be referred to Arbitration in accordance with the Policy Conditions.

Where **You** have elected to use **Your** own nominated **Authorised Professional** **You** will be responsible for any **Professional Fees** in excess of **Our Standard Professional Fees**.

CONDUCT OF CLAIM

1. **You** shall at all times co-operate with **Us** and give to **Us** and the **Authorised Professional** evidence, documents and information of all material developments and shall attend upon the **Authorised Professional** when so requested at **Your** own expense.
2. **We** shall have direct access at all times to and shall be entitled to obtain from the **Authorised Professional** any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and **You** shall give any instructions to the **Authorised Professional** which may be required for this purpose. **You** or **Your Authorised Professional** shall notify **Us** immediately in writing of any offer or payment into **Court** made with a view to settlement and **You** must secure **Our** written agreement before accepting or declining any such offer.
3. **We** will not be bound by any promise or undertaking given by **You** to the **Authorised Professional** or by either of **You** to any **Court**, witness, expert or agent or other person without **Our** agreement.

RECOVERY OF COSTS

You should take all steps to recover costs charges, fees or expenses. If another person is ordered, or agrees, to pay **You** all or any costs charges, fees, expenses or compensation **You** will do everything possible (subject to **Our** directions) to recover the money and hold it on **Our** behalf. If payment is made by instalments these will be paid to **Us** until **We** have recovered the total amount that the other person was ordered, or agreed to pay by way of costs, charges or fees.

FRAUD

We have the right to refuse to pay a claim or to void this insurance in its entirety if **You** make a claim which is in any respect false or fraudulent.





DATA PROTECTION ACT 1998

The data supplied by **You** will only be used for the purposes of processing **Your** policy of insurance, including underwriting, administration and handling any claim which may arise. The data supplied will not be passed to any other parties other than those which **We** have mentioned herein.

You are entitled upon the payment of an administration fee to inspect the personal data which **We** are holding about **You**. If **You** wish to make such an inspection, **You** should contact Legal Insurance Management Ltd, 1 Hagley Court North, The Waterfront, Brierley Hill, West Midlands DY5 1XF.

We may respond to enquiries by the Police concerning **Your** policy in the normal course of their investigations. Where it is necessary to administer **Your** policy effectively or to protect **Your** interests or for fraud prevention and detection purposes, **We** may disclose data **You** have supplied to other third parties such as solicitors, other insurers, law enforcement agencies, etc.

DUE CARE

You must take due care to prevent incidents that may give rise to a claim and to minimise the amount payable by **Us**.

CANCELLATION

We hope **You** are happy with the cover this policy provides. However, if after reading this policy, this insurance does not meet with **Your** requirements, please return it to **Your Agent** within fourteen (14) days of issue and **We** will refund **Your** premium provided **You** have not submitted a claim.

The **Insurer** shall not be bound to accept renewal of any Insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to the Insured at their last known address. Valid reasons may include but are not limited to:

1. Fraud
2. Non-payment of premium
3. Threatening and abusive behaviour
4. Non-compliance with policy terms & conditions

Provided the premium has been paid in full the Insured shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

ACTS OF PARLIAMENT

Any reference to Act of Parliament within this policy shall include an amending or replacing Act and shall also include where applicable equivalent legislation in Scotland, Northern Ireland, the Channel Islands, the Isle of Man and under European Law where applied in the United Kingdom.

ARBITRATION

Any dispute between **You** and **Us**, which is not solved by the policy, will be governed by the laws of England and Wales and shall be referred to a single arbitrator who shall either be a solicitor or barrister on whom we both agree. If we cannot agree, one will be nominated by the Law Society. Where appropriate the dispute will be resolved on the basis of written submissions. The costs of resolving the dispute will be met in full by the party against whom the decision is made. If the decision is not clearly made against either party, the arbitrator shall have the power to apportion costs.

CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

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

NOTICES

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

CLAIMS NOTIFICATION AND ADVICE HELPLINE SERVICE

The Legal Advice Helpline Service provides advice on any legal problem affecting the **Policyholder**.

All potential claims must be reported initially to the Claims Notification and Advice Helpline for advice and support or via the website.

Legal Claims Notification & Advice Helpline Service Number: 01384 887575

Tax Claims Notification Service: - 01384 377000

Tax Advice Helpline Service: - 01455 852034

Identity Theft Claims Notification & Advice Helpline Service:- 01384 397757

Identity Theft Website:- www.legalim.co.uk/idtheft

We will not accept responsibility if the Claims Notification and Advice Helpline Services fail for reasons beyond **Our** control.





LAW

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the **Policyholder's** habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply. In the event of the place of establishment being situated in the Channel Islands the relevant law governing the Channel Islands shall apply.

COMPLAINTS PROCEDURE

In the event of a complaint arising under this insurance, **You** should in the first instance write to: -

The Managing Director
Legal Insurance Management Ltd
1 Hagley Court North
The Waterfront
Brierley Hill
West Midlands
DY5 1XF.

Please ensure **Your** policy number is quoted in all correspondence to assist a quick and efficient response.

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

You may contact the Financial Ombudsman Service at:-

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: 0300 123 9123
www.financial-ombudsman.org.uk

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

COMPENSATION SCHEME

The **Insurer** detailed within the **Schedule** is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if it cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation scheme arrangements from the FSCS or visit www.fscs.org.uk.