

Your Home Insurance Policy

In conjunction with Channel Syndicate 2015

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.

LLOYD'S



EMERALDLIFE



FOUNDERS' 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 Channel Syndicate 2015 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 21 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 us directly. Our details are below.

For and on behalf of Emerald Life

Heidi McCormack & Steve Wardlaw | EMERALD LIFE |
heidim@emeraldlife.co.uk stevev@emeraldlife.co.uk
www.emeraldlife.co.uk

IMPORTANT CONTACT DETAILS

POLICY QUERIES:

Email: customerservice@emeraldlife.co.uk
Telephone: 0330 131 9950

CLAIMS:

Email: homeclaims@emeraldlifeclaims.co.uk
Telephone: 0333 234 3722

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

HOME EMERGENCY:

Telephone: 0330 303 1959



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INTRODUCTION: ENSURE YOU ARE COVERED

This **Policy** wording, **Schedule** and any Endorsement applying to **Your Policy** forms **Your** insurance document. This document sets out the terms and conditions of the contract of insurance between **You** and **Us**. **You** should read this document in full and keep it in a safe place.

In return for payment of the premium shown in the **Schedule**, **We** agree to insure **You**, subject to the terms and conditions contained in or endorsed on this **Policy**, against loss or damage **You** sustain or legal liability **You** incur for accidents happening during the **Period of Insurance** shown in the **Schedule**.

When drawing up this **Policy**, **We** have relied on the information and statements which **You** have provided in the proposal form or statement of fact.

The insurance relates ONLY to those sections of the Policy which are shown in the schedule as being insured.

All Sections are underwritten by:

Channel Syndicate 2015 which is managed by The Channel Managing Agency Ltd, company number 08614385, whose registered office is 10 Lime Street, London, EC3M 7AA and which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

The written authority (which is shown in the **Schedule**) allows Emerald Life to sign and issue this **Policy** on **Our** behalf.

This Policy wording does have certain general conditions and exclusions that may not be found in a standard insurance policy wording.

Please read the whole document carefully. It is arranged in different sections. It is important that:-

- **You** are clear which sections **You** have requested and want to be included;
- **You** understand what each section covers and does not cover;
- **You** understand **Your** own duties under each section and under the insurance as a whole.
- **You** check that the information **You** have given **Us** is complete and accurate and not misleading or untrue.

You are advised to keep copies of documents sent to or received from **Us** for **Your** own protection.

Please contact Emerald Life immediately if this document is not correct or if **You** would like to ask any questions.

This **Policy** is designed to insure **Your Property** against loss or damage as a result of the named insured events in this wording. It does not cover the maintenance of **Your Property**.

That means **We** will not cover the cost of wear and tear or maintenance costs such as defective rendering, repointing chimneys or general roof maintenance. **We** also do not cover damage that happens over time such as damp, rot or damage from vermin. **You** should keep **Your Property** in a good state of repair, and take reasonable steps to avoid loss or damage.

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 Channel Syndicate 2015 and quote scheme name Emerald Life Home Insurance.

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:

ENQUIRIES

POLICY ADMINISTRATION ENQUIRIES

If **You** have any questions or concerns about **Your Policy** administration and documents, **You** should contact Emerald Life.

CLAIMS ADMINISTRATION ENQUIRIES

If **You** have any questions or concerns about a claim or its administration, **You** should contact the claims administrator Lucas Claims Solutions on 0333 234 3722 or at homeclaims@emeraldlifeclaims.co.uk

HOW TO COMPLAIN

Our aim is to provide all **Our** customers with a first class standard of service. However, there may be occasions when **You** feel this objective has not been achieved. If **You** have a complaint

about **Your Policy** or the handling of a claim, the details below set out some of the key steps that **You** can take to address **Your** concerns.

Where do I start?

POLICY ADMINISTRATION ISSUES

If **Your** complaint is about the way in which the **Policy** was sold to **You** or whether it meets **Your** requirements, **You** should contact Emerald Life. Please quote **Your Policy** number in all correspondence so that **Your** concerns may be dealt with speedily.

CLAIMS ADMINISTRATION ISSUES

If **Your** complaint is about a claim, **You** should refer the matter to Lucas Claims Solutions. Their contact details are provided below:

Telephone: 0333 234 3722
Email: homeclaims@emeraldlifeclaims.co.uk
Write to: Emerald Life Claims, Lucas Claims Solutions, Bloomfield House, 3 Balloo Place, Bangor, Co Down, BT19 7BP

Alternatively **You** can ask Emerald Life to refer the matter on for **You**.

Please quote **Your** claim reference and policy number in all correspondence so that **Your** concerns may be dealt with speedily.

What happens next?

If Emerald Life or Lucas Claims Solutions is not able to resolve **Your** complaint satisfactorily by close of business the 3rd working day following receipt of **Your** complaint, they will refer **Your** complaint to the Head of Compliance at The Channel Managing Agency Ltd., who will send **You** an acknowledgement letter. If **You** don't receive any acknowledgement letter, or at any time if **You** wish to do so, **You** may contact the Head of Compliance Yourself by writing to:

The Channel Managing Agency Ltd.
10 Lime Street
London
EC3M 7AA

Telephone: 0203 817 5070
E-mail: complaints@channel2015.com



We will investigate **Your** complaint and will provide **You** with a written response within two weeks of **Your** initial complaint. This will either be a final response or a letter informing **You** that **We** need more time for **Our** investigation.

In the event that **You** remain dissatisfied with **Us** then **You** may refer the matter to the Complaints team at Lloyd's:

The address of the Complaints team at Lloyd's is:

Complaints
Lloyd's
Fidentia House
Walter Burke Way
Chatham Maritime
Kent ME4 4RN

Telephone: 020 7327 5693
Fax: 020 7327 5225
E-mail: complaints@lloyds.com
Website: www.lloyds.com/complaints

If you remain unhappy

If **You** remain dissatisfied after Lloyd's has considered **Your** complaint, or, in any event, after a period of eight weeks from making **Your** complaint, **You** may be able to refer **Your** complaint to the Financial Ombudsman Service (contact details below).

Your rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above. However, the Financial Ombudsman Service may not adjudicate on a case where court proceedings are actively in progress.

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Telephone: 0300 123 9 123 or 0800 0234 567

Further information is available from them and **You** may refer a complaint to them online at www.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

Financial Services Compensation Scheme (FSCS)

We are covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme if **We** cannot meet **Our** obligations.

Your entitlement to compensation will depend on the circumstances of the claim. Further information about the compensation scheme arrangements is available from the FSCS at:

Financial Services Compensation Scheme
PO Box 300
Mitcheldean
GL17 1DY

Telephone: 0800 678 1100 or 020 7741 4100
Website: www.fscs.org.uk

IMPORTANT NOTICE TO CUSTOMERS: WHAT WE EXPECT FROM YOU

If **You**, or any one acting for **You**, make a fraudulent claim under this insurance contract, **We**:

- are not liable to pay the claim; and
- may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
- may by notice to **You** treat the contract as having been terminated with effect from the time of the fraudulent act.

If **We** exercise **Our** rights under clause c) above:

- We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under the



insurance contract (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and

- b) **We** need not return any of the premiums paid.

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.emeraldlife.co.uk, emailing **Us** at customerservice@emeraldlife.co.uk 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 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.	Unfurnished	Without sufficient furniture and furnishings for normal living purposes.
Insurer / We / Us / Our	Channel Syndicate 2015.	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.
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.	United Kingdom/UK	Great Britain, Isle of Man, Channel Islands and Northern Ireland.
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.	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 .
Pedal Cycle	Manually propelled Bicycles and Tricycles used for domestic purposes only.	Valuables	Articles made from precious metals, jewellery, watches, stamps, medals, photographic equipment, furs, curios, works of art, and electronic equipment.
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 .	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).
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.		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 Possessions	Personal Effects, Valuables, Money , and Credit Cards , sports equipment, items relating to business, camping equipment.		
Policy	The Policy incorporates the Policy booklet, the Schedule and all terms, conditions and Endorsements of Your insurance contract with Us .		
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 .		



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 an insured peril 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 from any profession, occupation or business, other than arising out of private letting of the **Property**

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

- i. any mechanically propelled vehicle (other than arising out of 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 from 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, I pads 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

- 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 an insured peril 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** (provided they live in)
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 during 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**
 - an agreement, unless that liability would have existed anyway.
- 23d. You* owning, keeping or using any:
- Vehicles**
 - drones or model aircraft
 - hoverboards, airboards, self-balancing boards or scooters
 - animals except domestic pets
 - horses, ponies, donkeys or mules
 - 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 damage to the **Buildings** by any of the Causes 1-11 of Section 1 of this **Policy**.

Excluding*24a. 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 £5,000,000 in connection with any one claim or series of claims made against You or Your Family arising out of any one event occurring during the **Period of Insurance** and arising out of and in the course of employment within 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 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 specifically designed protective case for such instrument)
- 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. Unattended shall mean not in charge of or not keeping under reasonable observation
 - 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. **You** must advise **Us** as soon as reasonably practicable 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**, is 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 CONDITIONS

APPLICABLE TO ALL SECTIONS OF THIS INSURANCE

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

1. **Radioactive Contamination**
Any direct or indirect consequence of:
 - Irradiation, or contamination by nuclear material; or
 - The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
 - Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.
2. **War**
Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.
3. **Terrorism**
Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.
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. **Electronic Data**
Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted. For the purposes of this **Policy**, Electronic Data shall mean facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.
- For the purposes of this **Policy**, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.
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
Bloomfield House
3 Balloo Place
Bangor, Co Down
BT19 7BP

Telephone: 0333 2343722
Email: homeclaims@emeraldifecclaims.co.uk

2. as soon as reasonably practicable 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.

Lucas Claims Solutions is an Insurers agent and in the matters of a claim act on behalf of the Insurer.

DATA PRIVACY

Your personal information notice

Who we are

We the Channel Syndicate 2015, the Lloyd's underwriter(s) identified in this **Policy** and in the certificate of insurance. Emerald Life is the coverholder and agent for Channel Syndicate 2015. For the purposes of this section on Data Privacy only, Channel Syndicate 2015 and Emerald Life are '**We**'.



The basics

We collect and use relevant information about **You** to provide **You** with **Your** insurance cover or the insurance cover that benefits **You** and to meet **Our** legal obligations.

This Information includes details such as **Your** name, address and contact details and any other information that **We** collect about **You** in connection with the insurance cover from which **You** benefit. This information may include more sensitive details such as information about **Your** health and any criminal convictions **You** may have.

In certain circumstances, **We** may need **Your** consent to process certain categories of information about **You** (including sensitive details such as information about your health and any criminal convictions You may have). Where we need **Your** consent, we will ask **You** for it separately. **You** do not have to give **Your** consent and **You** may withdraw **Your** consent at any time. However, if **You** do not give **Your** consent, or **You** withdraw **Your** consent, this may affect **Our** ability to provide the insurance cover from which **You** benefit and may prevent **Us** from providing cover for **You** or handling **Your** claims.

The way insurance works means that **Your** information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **Your** personal information in connection with the insurance cover that **We** provide and to the extent required or permitted by law.

Other people's details that you provide to us

Where **You** provide **Us** or **Your** agent or broker with details about other people. **You** must provide this notice to them.

Want more details?

For more information about how **We** use **Your** personal information please see **Our** full privacy notices, which is/are available online on **Our** websites or in other formats on request.

For Channel Syndicate 2015 see; www.channel2015.com/privacy

For Emerald Life see: www.emeraldlife.co.uk/privacy

Contacting us and your rights

You have rights in relation to the information **We** hold about **You**, including the right to access **Your** information. If **You** wish to exercise **Your** rights, discuss how **We** use **Your** information or request a copy of **Our** full privacy notices, please contact either of **Us**.

If **You** wish to make a complaint about the use of **Your** personal information, please contact **Us**. If **You** remain dissatisfied **You** may raise **Your** concerns directly with the Information Commissioner's Office (ICO). Further information can be found at <https://ico.org.uk/>

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, the 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 in accordance with privacy regulations, 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@emeraldlife.co.uk or on 0330 131 9950.

Appendix 1:

Your Legal Expenses/ Professional Fees Policy



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.	Operates 09:00 – 17:00 Monday to Friday excluding Bank Holidays.
The Tax Advice Helpline Service Telephone number is 01455 852034.	
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**
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 This insurance is arranged by Emerald Life Limited & underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich.

UK Branch office : Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

Emerald Life Limited and UK General Insurance Limited are authorised and regulated by the Financial Conduct Authority.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

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.

PRIVACY

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

Telephone: 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.

Appendix 2: Home Emergency Solutions Policy Document



EMERALDLIFE



HOME EMERGENCY SOLUTIONS

Please read this document carefully and in full to familiarise yourself with the terms and conditions, and how you can contact us if you have a home emergency. The policy wording starts on page 3 and provides full terms, conditions and exclusions of the insurance contract between you and the insurer.

If you are unsure about anything in this document please contact whoever you purchased your policy from.

Make a claim

To claim under this policy telephone 0330 303 1989 (lines are open 24 hours a day, 365 days a year). For more information, please see the 'Claims procedure'.

WHO IS ARAG, EMERALD LIFE'S AGENT

The cover under this policy is administered by ARAG on behalf of the insurer AmTrust Europe Limited.

ARAG UK is part of ARAG SE, a global leader in legal expenses and assistance insurance which generates annual premium income in excess of £1.5 billion.

We recognise that we will only grow by ensuring that we provide responsive products and an excellent service to our customers. We are committed to providing our Home Emergency Solutions customers with a rapid response and faultless customer service if an emergency seriously affects the home.

ARAG plc is registered in England number 02585818. Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN.

ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369. AmTrust Europe Limited is registered in England and Wales number 1229676 Registered address: Market Square House, St. James's Street, Nottingham NG1 6FG. AmTrust Europe Limited is authorized by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority firm registration number 202189. This can be checked by visiting the FCA website at www.fca.org.uk/register.

ARAG plc and AmTrust Europe Limited are covered by the Financial Ombudsman Service.

MAIN BENEFITS OF HOME EMERGENCY SOLUTIONS

With one call to us, an approved contractor will come to your home and make emergency repairs. The policy will pay up to £500 for all contractor's costs & charges and parts & materials used relating to the same emergency. Our cover includes all the following domestic emergencies:

- the complete breakdown of your heating system
- plumbing and drainage problems
- damage which affects your security, including locks and windows
- if your only toilet is broken
- loss of your power supply
- lost keys
- vermin infestation
- optional annual central heating boiler servicing is available on a pay-per-use basis by calling 01977 781493.

In addition we provide alternative overnight accommodation if your home is unsafe or uncomfortable to stay in.

Our service is available 24 hours a day, 365 days a year and for additional peace of mind all our permanent repairs are guaranteed for 12 months.

CLAIMS PROCEDURE

In the event of a home emergency:

1. **Please telephone** 0330 303 1959 (lines are open 24 hours a day, 365 days a year) as soon as possible, providing us with your name, address, postcode, and the nature of the problem.
2. We will record your details and then decide on the best course of action to limit your loss and/or repair the damage. If the incident relates to an emergency covered under this policy, we will instruct a member of our emergency contractor network. Poor weather conditions or remote locations may affect normal standards of service.



3. If you are claiming for alternative accommodation costs you must obtain our authority to incur costs before booking somewhere to stay. You will have to pay for the accommodation when you check out and send your receipt to us to be reimbursed.
4. It is important you notify us as soon as possible of any claim, and do not call out your own contractors as we will not pay their costs and it could stop your claim being covered.
5. You must report any major emergency which could result in serious damage to the home or injury, to the Emergency Services or the company that supplies the service.
6. Your call may be recorded for training and security purposes and will be answered as soon as possible.

PRIVACY STATEMENT

This is a summary of how we collect, use, share and store personal information. To view our full privacy statement, please see our website www.arag.co.uk

Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. We will hold and process this information in accordance with all relevant data protection legislation and regulations.

Should we ask for personal or sensitive information, we undertake that it shall only be used in accordance with our privacy statement.

We may also collect information for other parties such as suppliers we appoint to process the handling of a claim.

Using personal or sensitive information

The reason we collect personal or sensitive information is to fulfil our contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, we may need to share personal or sensitive information with other organisations.

We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to our full privacy statement for full details.

Keeping personal information

We shall not keep personal information for any longer than necessary.

Your rights

Any person insured by this policy has a number of rights in relation to how we hold personal data including; the right to a copy of the personal data we hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted. For a full list of privacy rights and when we will not be able to delete personal data please refer to our full privacy statement.

WHAT HAPPENS IF THE INSURER CANNOT MEET ITS LIABILITIES?

AmTrust Europe Limited is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation of up to 90% of the cost of your claim in the unlikely event that the insurer cannot meet its obligations.

Further information about compensation scheme arrangements is available at www.fscs.org.uk.

About us and your insurer

Your insurer is AmTrust Europe Limited.

This policy is evidence of the contract between **you** and the **insurer**.

Terms that appear in bold type have special meanings. Please read **Meaning of words & terms** for more information.

Your policy cover

Following an Insured event which results in a **home emergency** the **insurer** will pay **emergency costs** provided that all of the following requirements are met:

1. **You** have paid the insurance premium.
2. The claim is reported to **us**.
 - a) during the **period of insurance** and



b) as soon as possible after **you** first become aware of a **home emergency**.

3. **You** always agree to use the **contractor** chosen by us.

INSURED EVENTS COVERED

- 1. Main heating system**
The total failure or complete breakdown, whether or not caused by accidental damage, of the main heating system (including a **central heating boiler**, all radiators, hot water pipes and water storage tanks) in **your home**.
- 2. Plumbing & drainage**
The sudden damage to, or blockage or breakage or flooding of, the drains or plumbing system including water storage tanks, taps and pipe-work located within **your home**, which results in a **home emergency**.
- 3. Home security**
Damage to (whether or not accidental) or the failure of external doors, windows or locks; which compromises the security of **your home**.
- 4. Toilet unit**
Breakage or mechanical failure of the toilet bowl or cistern resulting in the loss of function provided that there is no other toilet in **your home**.
- 5. Domestic power supply**
The failure, whether or not caused accidentally, of **your home's** domestic electricity or gas supply.
- 6. Lost keys**
The loss or theft of the only available keys, if **you** cannot replace them to gain access to **your home**.
- 7. Vermin infestation**
Vermin causing damage inside **your home** or a health risk to **you**.
- 8. Alternative accommodation costs**
Your overnight accommodation costs including transport to such accommodation following a **home emergency** which makes **your home** unsafe, unsecure or uncomfortable to stay in overnight.

WHAT IS NOT COVERED BY THIS POLICY

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

- 1. emergency costs** which have been incurred before **we** accept a claim.
- an Insured event which happens within the first 48 hours of cover if **you** purchase this policy at a different date from any other related insurance policy.
- emergency costs** where there is no one at **your home** when the **contractor** arrives.
- any matter occurring prior to, or existing at the start of the policy, and which **you** believed or ought reasonably to have believed could give rise to a claim under this policy.
- any wilful or negligent act or omission or any third party interference or faulty workmanship which does not comply with recognised industry standards or manufacturer's instructions.
- a main heating system (including a **central heating boiler**) which is more than 15 years old.
- LPG fuelled, oil fired, warm air and solar heating systems or boilers with an output over 60Kw/hr.
- the cost of making permanent repairs including any redecoration or making good the fabric of **your home**:
 - a) once the **home emergency** situation has been resolved
 - b) arising from damage caused:
 - (i) in the course of the repair or
 - (ii) in the course of investigation of the cause of the Insured event or
 - (iii) in gaining access to **your home**
- the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply.
- the replacement of parts that suffer damage or the gradual process of wear and tear over time (such as dripping taps, washers or discs forming part of a tank pipe or tap).



11. **your** garage (except a **central heating boiler** located in a connecting garage) outbuildings, boundary walls, fences, hedges, cess pit, fuel tank or septic tank.
12. **your home** being left unoccupied for more than 30 days consecutively.
13. goods or materials covered by a manufacturer's, supplier's or installer's warranty.
14. the failure of equipment or facilities which have not been installed, maintained or serviced in accordance with legal regulations or manufacturer's instructions, or which is caused by a design fault which makes them inadequate or unfit for use.
15. a claim covered by another policy, or any claim that would have been covered by any other policy if this policy did not exist.
16. subsidence, landslip or heave.
17. a property that is not **your** main residence or that **you** rent or let.
18. blockage of supply or waste pipes to **your home** due to freezing weather conditions.
19.
 - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
 - b) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.
 - c) war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
 - d) pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed.
 - e) any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, preventing or suppressing terrorist action. If the **insurer** alleges that by reason of this exclusion any liability or loss is not covered by this policy, burden of proving the contrary shall be upon **you**.

POLICY CONDITIONS

Failure to keep any of these conditions may lead the insurer to cancel your policy, or refuse to pay a claim.

1. Your Responsibilities

You must:

- a) observe and keep to the terms of the policy.
- b) not do anything that hinders **us** or the **contractor**.
- c) tell **us** immediately after first becoming aware of any **home emergency**.
- d) tell **us** immediately of anything that may materially alter **our** assessment of the claim.
- e) cooperate fully with the **contractor** and **us**.
- f) provide **us** with everything **we** need to help **us** handle the claim.
- g) take reasonable steps to recover **emergency costs** that the **insurer** pays and pay to the **insurer** all costs that are recovered should these be paid to **you**.
- h) minimise any **emergency costs** and try to prevent anything happening that may cause a claim.
- i) allow the **insurer** at any time to take over and conduct in **your** name any claim, proceedings or investigation.
- j) be able to prove that the **central heating boiler** has been serviced within the 12 months prior to the date of a **home emergency** claim.

2. Our Consent

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

3. Settlement

You must not settle the **contractor's** invoice or agree to pay **emergency costs** that **you** wish to claim for under this policy without **our** agreement.

4. Disputes

If any dispute between **you** and **us** arises from this policy, **you** can make a complaint to **us** as described on the back page of this policy and **we** will try to resolve the matter. If **we** are unable to satisfy **your** concerns you can ask the Financial Ombudsman Service to arbitrate over the complaint.



5. **Fraudulent Claims**
If **you** make any claim under the policy which is fraudulent or false, the policy shall become void and all benefit under it will be lost.
6. **Jurisdiction**
This policy will be governed by English Law.
7. **Contracts (Rights of Third Parties) Act 1999**
A person who is not party to this contract has no right to enforce the terms and conditions of this policy under the Contracts (Rights of Third Parties) Act 1999.

MEANING OF WORDS & TERMS

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

Central heating boiler

A boiler:

- located in **your home** (or connecting garage), and
- which has been serviced within the 12 months prior to the date of **your home emergency** claim.

Contractor

The contractor or tradesperson chosen by **us** to respond to **your home emergency**.

Emergency costs

- Contractor's** reasonable and properly charged labour costs, parts and materials.
- Where necessary, alternative accommodation costs incurred under Insured event 8.

The maximum payable by the **insurer** is £500 for all claims related by time or original cause.

Home

Your principal private dwelling used for domestic purposes only and situated within the United Kingdom, Channel Islands and the Isle of Man.

Home emergency

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

- prevent damage or avoid further damage to the **home**, and/or

- render the **home** safe or secure, and/or
- restore the main services to the **home**, and/or
- alleviate any health risk to **you**.

Insurer

AmTrust Europe Limited

Period of insurance

The period shown in your main insurance policy taken out at the same time as this policy.

Vermin

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

We/us/our

ARAG plc (or appointed agents on its behalf) who is authorised under a binding authority agreement to administer this insurance on behalf of the insurer, AmTrust Europe Limited.

You/your

The person to whom this policy has been issued and anyone living in the **home**.

HOW WE HANDLE COMPLAINTS

Step 1

ARAG is committed to providing a first class service at all times. However, if a complaint arises, please contact us using the number you rang to report your claim. If in the course of those discussions it becomes clear that the matter has not been resolved to your satisfaction, details of your complaint will be passed to our Customer Relations Department, where we will arrange to have it reviewed at the appropriate level. We will also contact you to let you know that we are reviewing your complaint.

Alternatively, you can contact our Customer Relations Department directly; we can be reached in the following ways:



00117 917 1561 (hours of operation are 9am-5pmn, Mondays to Friday excluding bank holidays. For our mutual protection and training purposes, calls may be recorded).



customerrelations@arag.co.uk



ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN.



Step 2

If we are not able to resolve the complaint to your satisfaction then you can refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. They can be contacted at:



0800 0234 567 or 0300 123 9123



complaint.info@financial-ombudsman.org.uk



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