kit, contents and personal possessions insurance

policy wording



INTRODUCTION

This **policy** wording, **schedule**, **endorsement** and statement of fact or proposal (as applicable) forms **your** insurance **policy**. This **policy** sets out the conditions of the contract of insurance between **you** and **us**. **You** should 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 shown in the **schedule**.

This is a legally-binding contract of insurance between you and us. This policy does not give or intend to give, rights to anyone else. No one else has the right to enforce any part of this policy.

The **policy** relates ONLY to those sections of the **policy** which are shown in the **schedule** as being included.

Please note that **we** do not check any information provided by **you** and we rely on **you** to provide **us** with complete and accurate information. **You** must take reasonable care to provide complete and accurate answers to questions **we** ask when **you** take out, make changes to, or renew your **policy**. If **you** fail to do so, **your policy** may be void, or may be cancelled, or **your** claim may be rejected or not fully paid. If **you** are in doubt as to whether **you** have answered any questions completely and accurately, **you** should check **your** records rather than guess.

If you filled in a proposal form, we will send you a copy of it if you request it. If you did not fill in proposal form you should already have a copy of all the information you gave us. You must check this information carefully and let us know immediately if any part of the information you gave us is wrong.

At inception of this **policy you** must be either a serving member of HM Armed Forces or Reservist, or a civilian on attachment to HM Forces or employed by an affiliate MOD organisation. If **you** cease to be employed by any of these organisations whilst **you** are insured under this **policy**, please refer to General Conditions D, 2.

<u>Please read the whole **policy** carefully.</u> 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 the exclusions under each section and the general exclusions under the policy as a whole;
- You understand your own duties under each section and under the **policy** as a whole.

Please contact **Trinity Insurance** immediately if this document is not correct or if **you** would like to ask any questions.

Several liability notice

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or part of its obligations.

Cooling-off period

You may cancel this **policy** within 14 days of **you** buying this **policy** or the day on which **you** receive the documents whichever is later. **We** will provide a full refund of the premium paid. **We** can decide not to refund any premium if **you** have made a claim on this insurance.

HCC International Insurance Company plc

The cover under Sections One – Six is provided by HCC International Insurance Company plc, who are authorised and regulated by the Prudential Regulation Authority and Financial Conduct Authority, Firm Reference Number 202655. You can check this by visiting The Financial Services Register at www.fca. org.uk/register or by calling 0800 1116768

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if we are unable to meet our liabilities under this **policy**. Further information can be obtained from the Financial Services Compensation Scheme at:

Financial Services Compensation Scheme PO Box 300, Mitcheldean, GL17 1DY

Online: www.fscs.org.uk

Customer Service

Making a Complaint

We aim to provide a professional, first class service. If however, you are not satisfied and have a complaint about the service, sale or administration of your policy please contact:

Trinity Insurance, 1 Old Market Avenue, Chichester, West Sussex, PO19 1SP. Telephone: 01243 817777 Email: hello@talktotrinity.com

If **your** complaint is in respect of the handling of a claim or the cover provided please contact: Adjusting Associates Units 1 & 2, Ground Floor, Magden Park, Llantrisant, Rhondda Cynon Taff, CF72 8XT Telephone: 01443 229513 Email: claims@adjustingassociates.com Emergency 24/7 Out of Office Number: 01724 761378

In the event that **you** remain dissatisfied, **your** complaint will be passed to **your** insurers' complaints team. **You** may also raise a formal complaint directly in writing or verbally to **your** insurers by using the contact details below:

Head of International Compliance, Tokio Marine HCC International, 1 Aldgate, London EC3N 1RE Email: tmhcccomplaints@tmhcc.com Tel: +44(0)20 7702 4700

Your insurers' complaints team will acknowledge your complaint promptly and respond fully to your concern or complaint within four weeks or less. If for any reason this is not possible, the complaints team will write to you to explain why they have been unable to conclude the matter within the four weeks. If they have been unable to resolve your complaint in eight weeks, they will write to you explaining the reason as to why this has not been possible. They will also advise you of your right to refer your complaint to the Financial Ombudsman Services (if eligible).

Alternative Dispute Resolution Body

Should **you** be dissatisfied with the outcome of **your** complaint, **you** may have the right (subject to eligibility) to refer **your** complaint to the Financial Ombudsman Service (FOS), using the details below. The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. Contacting the FOS does not affect **your** right to take legal action.

The Financial Ombudsman Service Exchange Tower London E14 9SR

Tel: +44(0)800 023 4567 (calls to this number are free from "fixed lines" in the UK) +44(0)300 123 9123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK).

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

You can find more information on the FOS at: www.financial-ombudsman.org.uk

Online Dispute Resolution Platform

If **you** have purchased **your** policy online or by other electronic means within the European Union (EU) **you** may also make **your** complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is: http://ec.europa.eu/odr.

DATA PROTECTION NOTICE

For the purposes of this notice only **we**, **us** and **our** means Trinity Insurance Services Limited and the insurers who underwrite **your policy** – each a separate data controller in respect of **your** personal data. **Your** personal data means any information **we** hold about **you**, and any information **you** give **us** about anyone else, including, identification details, financial information, **policy** information, credit and anti-fraud data and information about previous and current claims. Personal data processed may include special category data (e.g. health data) and criminal convictions data. Please read this notice carefully as it contains important information about **our** use of **your** personal data. Please note that if **you** decline to provide information when requested or **you** give **us** false or inaccurate information this could give **us** the right to void **our** insurance **policy** with **you** or it could impact **your** ability to claim.

Security of **your** data is very important to **us**. **We** will ensure that **your** data is processed with appropriate security measures in place. **We** will collect and process data about **you** and any other persons insured under the **policy**, as necessary for performance of the **policy**, or at **your** request prior to entering into the **policy**, or in order to provide **you** with **our** services in accordance with **our** legitimate interests. These interests include but are not limited to administering **your policy**, improving **our** service, preventing financial crime, general risk modelling and analysis and transferring books of business.

In some circumstances, **we** may need to collect and use special category data (e.g. health data) or information relating to criminal convictions and offences. Where this is required, unless another ground applies, **we** may need **your** consent to this processing. **You** may withhold or withdraw **your** consent, or ask **us** not to continue processing at any time by contacting **us** using the details below. However if **you** do this, **we** may be unable to process **your** enquiry or claim or continue to provide **you** with insurance.

We will exchange data about you with other parties in order to provide you with and administer this insurance and any claims. This may include your intermediary (if you used one), their supplier, the insurers, service suppliers, underwriting agents, credit reference agencies, anti-fraud databases, solicitors, claims administrators and their suppliers and agents, public and regulatory bodies. Depending on the circumstances, this may involve a transfer of data outside the UK and the European Economic Area ("EEA") to countries that have data protection laws not equivalent to those in the UK or the EEA. Any such transfer will be made with appropriate contractual safeguards in place and you can obtain a copy of these by contacting us using the details below. We will not use your data or pass it to any other party for marketing products or services to you unless you have given consent.

We will not keep your data for longer than necessary. We will delete data about you within eight years after your cover ends, though for some types of insurance, we may be required to retain data for longer due to our legal or regulatory obligations.

You have the right to access a copy of your personal data held by us (and have this transferred to a third party) or request rectification of your personal data if it is inaccurate or incomplete. In certain circumstances, you also have the right to object to the processing of your personal data, to request erasure of your personal data or to restrict our use of your personal data. If you wish to exercise your rights about how we process your data, please write to The Data Protection Officer, Trinity Insurance, 1 Old Market Avenue, Chichester, West Sussex, PO19 1SP, or email: hello@talktotrinity.com

Please advise us of as much detail as possible to enable us to deal with your request.

If **you** are not satisfied with the way **we** have managed **your** personal data, **you** may contact the insurer noted in the Schedule.

Contact details: Data Protection Officer TMHCC 1 Aldgate London EC3N 1RE DPO@tmhcc.com

Details of the HCCII Privacy Notice can be found at: https://www.tmhcc.com/en/legal/privacy-policy

DEFINITIONS

Wherever the following words appear in **bold** in this **policy** they will have the meanings shown below.

Bodily injury Bodily injury includes death or disease.

Contents

Household goods and **personal possessions** which belong to **you** or for which **you** are legally responsible, within the **home**.

Contents includes:

- * Tenant's fixtures and fittings.
- * Radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**.

Contents with limits:

- * Property in the open but within the **premises** up to £250 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**).
- * Money up to £750 in total.
- * Credit cards up to £750 in total.
- * Deeds and registered bonds and other personal documents up to £1,500 in total.
- * Stamps or coins forming part of a collection up to £1,250 in total.
- * Domestic oil in fixed fuel oil tanks up to £1,000.
- * Valuables up to £2,500 or 10% of the contents sum insured, whichever is the lesser.
- * Contents in garages or outbuildings up to £1,000.

Contents does not include:

	 Motor vehicles (other than garden machinery) caravans, trailers or watercraft or their accessories. This definition exclusion does not include headlight sets or wheels/tyres stored in a home in Germany in order that you can comply with German motoring regulations, these will be covered up to £500. Any animal, plant or tree. Any part of the buildings. Any property held or used for business purposes. Any property covered under any other insurance. Mobile phones (These can be covered under Section Two Valuables, and Personal Possessions). Pedal cycles. 	
Credit cards	Credit cards, charge cards, debit cards, bankers cards and cash dispenser cards.	
Domestic employee	A person employed by you to carry out domestic duties in connection with your home and not employed by you in connection with any business trade or profession. Unless expressly stated in the schedule " domestic employees " does not include agency workers.	
Endorsement	A change in the terms and conditions of this policy .	
Excess	The first amount of each claim you have to pay or are responsible for.	
Home	The private dwelling, married quarters or service accommodation and the garages and outbuildings used for domestic purposes at the premises shown in the schedule .	

DEFINITIONS (continued)

Money	 Current legal tender, cheques, postal and money orders. Postage stamps not forming part of a stamp collection. Saving stamps and saving certificates, travellers cheques. Premium bonds, luncheon vouchers and gift tokens. Travel tickets and petrol coupons. Telephone cards. 	
	All held for private or domestic purposes.	
Period of insurance	The length of time for which this insurance is in force, as shown in the schedule and for which you have paid and we have accepted a premium.	
Personal possessions	Clothing (including motor cycling clothing), baggage, jewellery, portable electronic equipment, musical instruments, spectacles, contact lenses, sports equipment, cameras, watches and other similar items normally carried about the person and all of which belong to you .	
	Personal possessions does not include:	
	 Money and credit cards. Pedal cycles. Model aircraft, boats or drones. 	
Policy	This policy wording, schedule, endorsement and statement of fact or proposal (as applicable) forms the contract of insurance between you and us .	
Premises	The buildings on and the land within the boundaries of the address which is stated in the schedule .	
Schedule	The schedule is part of this policy and contains details of you , the premises , the sums insured, the period of insurance and the sections of this policy which apply.	
Terrorism	The use of biological, chemical and/or nuclear force, or contamination and threat thereof by any person or group of people whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purpose(s), including the intention to influence any government(s) and/or to put the public in fear.	
United Kingdom	The ' United Kingdom ' will include England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries.	
Valuables	Jewellery, watches, furs, curios, works of art, gold, silver or other precious or semi-precious metals or stones, or articles composed wholly or in part of any of them; collections or sets of objects whose value lies in the existence of the collection or set rather than an individual item of it.	
Unoccupied/ unoccupancy	Not having been lived in by you for a period exceeding 60 consecutive days.	
We / us / our	HCC International Insurance Company plc	
You / your / insured	The person or persons named in the schedule and all members of their family who permanently live in the home .	
Your broker / insurance adviser	Trinity Insurance Services Limited	

GENERAL CONDITIONS APPLICABLE TO SECTIONS ONE TO SIX OF THIS INSURANCE

Each home included under this policy is considered to be covered as if separately insured.

A) Cancellation clause

- You can cancel your policy within 14 days of it starting or (if later) within 14 days of you receiving your policy documentation. If you cancel within this time you will receive a full refund of premium providing you have not made a claim.
- We may cancel this policy by giving 14 (fourteen) days notice in writing where there is a valid reason for doing so. We will send our notice of cancellation to your last known postal address. Valid reasons for cancellation may include, but are not limited to:
 - Where you are required in accordance with the terms of this policy to co-operate with us or give us such information, assistance or documents as we may reasonably require and you fail to do so in a way that materially affects our ability to deal with the claim, or our ability to defend our interests. In this event, we may issue a cancellation letter giving you 14 (fourteen) days notice and we may cancel your policy if you fail to co-operate with us, or give us the required information, assistance, or documents by the end of the 14 (fourteen) days cancellation notice period.
 - Where there is a failure by you to exercise the duty of reasonable care in maintaining the buildings and all other services in a good condition and a good state of repair or in taking all reasonable steps to avoid, prevent or minimise any loss, damage, injury or accidents as required under General Condition D of this policy.
 - Where we suspect fraud or dishonesty or exaggeration.
 - Use of threatening or abusive behaviour or language or intimidation or bullying of **our** staff or suppliers.

A proportionate refund of premium paid will be made to you for the cancelled period of the insurance.

B) Contracts (Rights of Third Parties) Act 1999)

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

C) Law applicable to this insurance

The parties are free to choose the law applicable to this **policy**. Unless specifically agreed to the contrary this **policy** shall be subject to English Law.

D) Your duties

- 1) You must take all reasonable steps to prevent loss, damage or an accident and keep the buildings in a good state of repair.
- 2) You must tell your broker or insurance adviser immediately if you:
 - * Stop using the home as your permanent private residence.
 - * Leave the home without an occupant for any amount over 60 consecutive days.
 - * Change your address.
 - * Cease to be employed by HM Forces or equivalent Ministry of Defence or affiliated organisation. So we can amend your cover to suit your veterans or ex- Ministry of Defence or Ex- affiliated organisation lifestyle.
- 3) You must tell your broker or insurance adviser before you start any conversions, extensions or other structural work to the buildings. When we receive this notice we have the option to change the conditions of this insurance or amend the premium charged.

E) Sanction Limitation and Exclusion Clause

We shall not provide any benefit under this **policy** to the extent of providing, payment of any claim or the provision of any benefit where doing so would breach any prohibition or restriction imposed under United Nations resolutions or the trade or economic sanction, law or regulations of the European Union, **United Kingdom** or United States of America.

F) Unoccupancy

Please be aware that cover is reduced for any periods of **unoccupancy** exceeding 60 days. Please refer to the exclusions under Section Three **Contents**, Causes 4, 6 and 8 and Extra Benefits A and B.

If you fail to comply with any of the above duties this insurance may become invalid.

HOW TO MAKE A CLAIM

To make a claim, please contact: Adjusting Associates Telephone: 01443 229513 Facsimile: 01443 229995 Email: claims@adjustingassociates.com

Emergency 24/7 Out of Office Number: 01724 761378

Claims in writing should be directed to: Adjusting Associates Units 1 & 2, Ground Floor Magden Park Llantrisant Rhondda Cynon Taff CF72 8XT

Adjusting Associates handle claims on behalf of Underwriters at Lloyd's. Professional staff are available to assist **you** whether **you** need a claim form, advice on emergency repairs or any other aspect of **your** claim.

You must notify us of any claims within 30 days of the event or, if you are on active duty at the time of the event, within 30 days of your return from active duty.

Alternatively, if you prefer, please contact your insurance advisor.

To enable **your** claim to be dealt with quickly **your Insurer** will require **you** to provide them with assistance and evidence that they require concerning the cause and value of any claim. Ideally, as part of the initial notification, **you** will provide:

- Your name, address, and telephone numbers
- Policy / Certificate number
- The date of the incident
- Police details / Crime Reference number where applicable
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses.

You must notify us of any claims within 30 days of the event or, if you are on active duty at the time of the event, within 30 days of your return from active duty.

HOW WE DEAL WITH YOUR CLAIM

1) Defence of claims

We may:

- * Take full responsibility for conducting, defending or settling any claim in your name.
- * Take any action we consider necessary to enforce your rights or our rights under this policy.

2) Other insurance

We will not pay any claim for more than **our** share of any loss, damage or liability which is also insured under another insurance **policy**, or would be insured if this **policy** did not exist.

3) Fraudulent claims

We may, at our discretion, void the **policy** (make it invalid) from the date of claim, or alleged claim, or we may not pay the claim if:

i) a claim you have made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
 ii) a false declaration or statement is made in support of a claim.

Where the above circumstances apply, as part of **our** fraud prevention measures **we** will, at our discretion, also share information with other parties such as the police, government bodies and anti-fraud organisations.

GENERAL EXCLUSIONS APPLICABLE TO SECTIONS ONE TO SIX OF THIS INSURANCE

The following exclusions apply to the whole of your insurance.

A) Aircraft pressure waves

We will not pay for loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

B) Biological, chemical, or nuclear contamination exclusion endorsement

We will not pay for:

- Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
- 2) Any legal liability of whatsoever nature;
- 3) Death or injury to any person;

directly or indirectly caused by or contributed to by or arising from biological or chemical contamination due to or arising from;

- i) terrorism; and/or
- ii) steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism.

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

a) the causing, occasioning or threatening of harm of whatever nature and by whatever means;

b) putting the public or any section of the public in fear,

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

C) Loss in value

We will not pay for any reduction in value of the property insured following repair or replacement paid for under this **policy**.

D) Date change and Electronic data exclusion

We will not pay for any loss or damage to or any legal liability directly or indirectly arising from any computer or other equipment data processing service product, microchip, micro processor, integrated circuit, embedded chip or similar device, computer software program, or process, or any other electrical or electronic system, directly or indirectly caused by;

- Failure to correctly recognise data representing any year to a true calendar date in such a way that it does not work at all; or
- 2) Computer viruses (including but not limited to "Trojan Horses", "worms" and "time or logic bombs").

E) Existing and deliberate damage

We will not pay for loss or damage:

- 1) occurring before cover starts or arising from an event before cover starts.
- 2) caused deliberately by you or any person legally residing at the premises named in the schedule.

F) Radioactive contamination and explosive nuclear assemblies exclusion This policy will not pay for:

- Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom.
- Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

G) War and civil war exclusion clause

Notwithstanding anything to the contrary contained herein this **policy** does not cover loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

H) Indirect loss or damage

We will not pay for any losses that are not directly associated with the incident that caused you to claim unless expressly stated in this policy.

I) Wear and tear, anything that happens gradually and general maintenance

This insurance does not cover loss or damage resulting from wear and tear, anything that happens gradually, general maintenance or a lack of sealant of grout.

J) Rot Exclusion

We will not pay for any loss, damage or liability resulting from mildew, fungus, climatic or atmospheric conditions, frost, wet or dry rot, vermin, insects, chewing, scratching, tearing, fouling or loss or damage caused by pets.

K) Defective Construction or Design

We will not pay for any loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or materials.

L) Undamaged items

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

M) Infectious or Contagious Disease Exclusion

This Insurance does not cover any loss, damage, liability, cost or expense, in any way caused by or resulting from: a) infectious or contagious disease;

b) any fear or threat of a) above; or

c) any action taken to minimise or prevent the impact of a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

N) Limited Cyber and Data Exclusion

The following exclusions apply to the whole of the contract.

We will not pay for any:

(a) Cyber loss, damage, liability, cost or expense caused deliberately or accidentally by:

the use of or inability to use any application, software, or programme; any computer virus;

any computer related hoax relating to (a)(i) and/or (a)(ii) above.

However, where:

a fire or explosion occurs as a result of (a)(i) or (a)(ii) above; an escape of water occurs as a result of (a)(i) or (a)(ii) above; or a theft or attempted theft immediately follows (a)(i) or (a)(ii) above;

and that fire, explosion, escape of water, theft or attempted theft would otherwise be covered under this contract, we will still cover physical loss or damage resulting from that fire, explosion, escape of water, theft or attempted theft.

0) Terrorism Exclusion

We will not pay for any loss, damage, liability, cost or expense of whatever nature caused or happening through, or in connection with any act of **Terrorism**.

SECTION ONE MILITARY SERVICE UNIFORM, EQUIPMENT, AND KIT

What is covered

This insurance covers

- * Military service uniform, equipment and kit issued to you on a permanent basis for your sole personal use and for which you are personally responsible, your medals or decorations against any physical loss or damage anywhere in the world up to the sums insured stated in the schedule.
- Military service uniform, equipment and kit issued to you on a temporary basis up to £25,000 for your sole personal use and for which you are personally responsible, against any physical loss or damage anywhere in the world.

Limit of Insurance

We will not pay more than the sum insured shown in the **schedule**.

What is not covered

We will not pay

- a) the **excess** shown on the **schedule** in respect of every claim.
- b) any amount over £5,000 for any one item unless stated otherwise in the schedule or the specification(s) attached to the schedule.
- c) any amount over £500 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended.
- d) for damage caused by moth or vermin.
- e) for damage from electrical or mechanical faults or breakdown.
- f) for damage to guns caused by rusting or bursting of barrels.
- g) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon.
- h) for items in storage, except as more specifically covered under Section Three, D.
- i) for loss or damage caused by domestic pets.

SECTION TWO VALUABLES AND PERSONAL POSSESSIONS

What is covered

This insurance covers

* Valuables and personal possessions, listed in the schedule (or specification(s) attached) against physical loss or damage anywhere in the world.

Limit of Insurance

We will not pay more than the sum insured shown in the **schedule**.

What is not covered

We will not pay

- a) the **excess** shown on the **schedule** in respect of every claim.
- b) for any item with a value over £1,500 unless stated otherwise in the schedule or the specification(s) attached to the schedule.
- c) for damage caused by moth or vermin.
- d) for damage from electrical or mechanical faults or breakdown.
- e) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon.
- f) for damage to guns caused by rusting or bursting of barrels.
- g) for breakage of any sports equipment whilst in use.
- h) for theft or disappearance of jewellery or watches from baggage unless such baggage is carried by hand and under your personal supervision.
- any amount over £1,000 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended.
- any amount over £2,000 in total in respect of theft or disappearance of jewellery or watches from hotel or motel rooms during your absence from such rooms.
- k) any amount over £500 for portable electronic equipment unless stated otherwise in the schedule or specification attached to the schedule.
- for damage or breakage to any motorcycle clothing and accessories whilst the motorcycle is in use.
- m) for loss of or damage to items carelessly, recklessly, or deliberately left unattended unless necessitated by or in the course of military duties.
- n) for loss or damage caused by domestic pets.

CONDITIONS THAT APPLY TO SECTIONS ONE AND TWO

(Military service uniform, equipment and kit, valuables and personal possessions)

SETTLING CLAIMS

How we deal with your claim

Mobile Phones

We will at our option either

- 1) Repair your mobile phone, or
- Replace your mobile phone with a product of the same or a similar specification, as determined by us. This might be a different colour or model from a different manufacturer. It may be new, re-furbished, re-manufactured or re-packaged by a repair centre approved by us, or
- 3) Offer a cash settlement based upon value of your mobile phone at the time of loss.

Where a replacement phone is provided which has been re-manufactured or re-furbished and proves to be faulty within the period for which **your** original phone would have been covered by the manufacturer's warranty **we** will at **our** option either

- 1) Repair your replacement mobile phone
- Replace your replacement mobile phone with a product of the same or a similar specification, as determined by us. This might be a different colour or model from a different manufacturer. It may be new, re-furbished, re-manufactured or re-packaged by a repair centre approved by us.

This cover shall last for a minimum period of 90 days, up to a maximum period of 24 months from the date **we** send **your** replacement mobile phone to **you**.

As part of **our** assessment of **your** claim, it might be the case that **we** request additional information to support **your** claim. This could include, but would not be limited to, proof of ownership, confirmation of the blocking of **your** device via **your** network operator, and evidence that **you** have reported the loss or theft of **your** device to the police or relevant authority.

All other claims

- 1) We will at our option repair, replace or pay for any article lost or damaged.
- 2) If any insured item which is part of a pair or set and has a sum insured of £1,500 or over:
 - i) we will not pay for the cost of replacing any undamaged or remaining items that form part of such pair or set.
 - we will not pay more than the proportion that the lost or damaged item bears to the value of such pair or set.

Underinsurance

If the total value of items at the time of the loss or damage is more than **your** sum insured for such items, then **we** will only pay for a proportion of the claim.

For example if **your** sum insured only represents one half of the total value of unspecified items **we** will only pay one half of the cost of repair or replacement.

However, if **personal possessions** are lost or damaged away from the **home we** will not take account of the value of **personal possessions** in the **home** at the time of such loss or damage.

Limit of Insurance

We will not pay more than the sum insured shown in the schedule.

CONTENTS

Your schedule will show you if this cover applies

What is covered	What is not covered
We will pay for loss or damage to your contents at your premises during the period of insurance caused by the following	We will not pay the excess shown on the schedule in respect of every claim. We will not pay
1) Fire, smoke, lightning, explosion or earthquake.	
2) Aircraft and other flying devices or items dropped from them.	
3) Storm, flood or weight of snow.	a) for any property left in the open.
4) Escape of water from fixed water tanks, apparatus or pipes.	a) for loss or damage caused by faulty workmanship.b) for loss or damage while the premises are unoccupied.
 Escape of oil from a domestic fixed oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation. 	a) for loss or damage caused by faulty workmanship.
6) Theft or attempted theft.	 a) for loss or damage whilst the home is lent, let or sublet unless the loss or damage is caused by a violent and forcible entry. b) for loss or damage while the premises are unoccupied. c) more than £1,000 for contents within domestic outbuildings and garages. d) by deception other than deception used to solely enter the Premises
7) Collision by any vehicle or animal.	a) for loss or damage caused by domestic pets.
 Any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously. 	 a) for loss or damage while the premises are unoccupied.
9) Subsidence or heave of the site upon which the buildings stand or landslip.	 a) for loss or damage arising from faulty design, specification, workmanship or materials. b) for loss or damage due to damage arising by movement of solid floors unless the foundations beneath the load bearing walls of the Premises are damaged at the same time by the same event c) for loss or damage for which compensation has been provided for or would have been but for the existence of this insurance under any contract, legislation or guarantee by law d) for loss or damage due to normal Settlement, shrinkage or expansion f) for loss or damage while the Premises are undergoing any structural repairs, alterations or extensions including the action of chemicals on, or any reaction of chemicals with any materials which form part of the Premises
10) Falling trees, telegraph poles or lamp-posts.	a) for loss or damage caused by trees being cut down or cut back within the premises .

CONTENTS (continued)

Extra benefits included within contents cover

EXI	ra benents included within contents cover	
What is covered		What is not covered
		We will not pay the excess shown on the schedule in respect of every claim. We will not pay
A)	accidental damage to * televisions * audio and video equipment * computer equipment all situated within the home .	 a) for damage or deterioration caused in the process of cleaning, repair, renovation or dismantling. b) for damage to tapes, records, cassettes, discs or computer software. c) for mechanical or electrical faults or breakdown. d) for loss or damage caused by computer viruses e) loss or damage caused from light, or atmospheric or climatic conditions f) loss or damage caused by scratching or denting g) loss or damage while the premises are unoccupied.
B)	 accidental breakage of 1) fixed glass and double glazing sanitary ware forming part of the buildings which you are legally liable for as a tenant and do not have other insurance for. 2) mirrors. 3) glass tops and fixed glass in furniture. 4) ceramic hobs. 	 a) for the cost of repairing, removing or replacing frames. b) loss or damage while the premises are unoccupied.
C)	 Temporary Removal the contents, if these are not already insured, whilst they are temporarily out of the home against loss or damage directly caused by any of the events insured under numbers 1-10 in Section Three, while the contents are: 1) in any occupied private dwelling. 2) in any buildings where you are living or working or studying. 3) in any building for valuation, cleaning or repair. 4) in any Ministry of Defence building. 	 a) for money or credit cards. b) for loss or damage to valuables or documents. c) for contents in storage. d) for theft unless it involves forcible and violent entry or exit from a building. e) for the first £250 of any one claim within 3 months of inception of this policy. f) for contents during the course of removal to a new home. g) for any amount exceeding the contents sum insured in the schedule or a maximum of £7500, whichever is the lesser.
D)	Contents in Storage the contents in storage, if these are shown as covered in the schedule , against loss or damage directly caused by any of the events insured under numbers 1-10 in Section Three, whilst in events insured under numbers 1-10 in Section Three, whilst in a Ministry of Defence approved furniture storage or depositary, or any other furniture storage facility provided we have given our prior approval in writing.	 a) for money or credit cards. b) for loss or damage to valuables or documents. c) for the first £250 of any one claim within 3 months of inception of this policy. d) for theft unless it involves forcible and violent entry or exit to the insured's storage depository.

CONTENTS (continued)

What is covered	What is not covered
	We will not pay the excess shown on the schedule in respect of every claim. We will not pay
E) Deeds and Documents deeds, certificates, bonds or other personal documents, while lodged by you in a bank safe deposit against loss or damage directly caused by any of the events insured under numbers 1-10 in Section Three. Our liability is limited to the legal and clerical costs incurred by you in reinstatement of the documents.	a) loss or damage to money b) any amount exceeding £2,500
F) Contents Removal accidental loss or damage to contents during the course of removal to your new home by a professional removal company or military transport authorities. Cover only applies where you have attempted and been unsuccessful in recovering from the removal company or military transport authority.	 a) for money or credit cards. b) for loss or damage to valuables or documents. c) for loss or damage, whilst in transit, from denting, chipping or scratching unless packed by professional removers. d) for loss or damage due to mechanical or electrical breakdown or failure. e) for accidental damage to washing machines due to the failure to secure the drum prior to transportation. f) for the first £250 of any one claim within 3 months of inception of the policy.
G) Costs of using other accommodation, substantially the same as your existing accommodation, which you have to pay for if the home cannot be lived in following loss or damage which is covered under Section Three Contents.	any amount over 35% of the sum insured under Section Three for the contents of the buildings damaged or destroyed.
 H) Up to twelve months rent you have to pay as occupier if the buildings cannot be lived in following loss or damage which is covered under Section Three Contents. 	any amount over 35% of the sum insured under Section Three for the contents of the buildings damaged or destroyed.
 Licence to Occupy - Service Family Accommodation (SFA), Substitute Service Family Accommodation (SSFA). We will pay up to a maximum of £20,000 for any one claim that you become liable to pay as the licensee arising from: damage to the buildings, fixtures or fittings of the home caused by any of the events insured under Section Three Contents. 	 a) any amount over £20,000. b) for any claim usually excluded by 'What is not covered', under any of the events insured under Section Three Contents. c) loss or damage arising from subsidence, heave or landslip. d) loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously.

CONTENTS (continued)

What is covered	What is not covered
	We will not pay the excess shown on the schedule in respect of every claim. We will not pay
Continued ii) accidental damage to cable drain inspection covers or underground drains pipes or tanks providing a service to or from the home ; iii) accidental breakage of; 1) fixed glass in: • windows • doors • fanlights • skylights • greenhouses • conservatories • verandahs 2) fixed ceramic hobs or hob covers. 3) fixed sanitary ware and bathroom fittings. Caused during the period of insurance .	 e) for loss or damage: i) caused by domestic pets; ii) caused by insects or vermin; iii) to interior decorations unless the damage is caused by fire or flood. f) charges in relation to cleaning. g) loss or damage to gates, hedges and fences. h) damage to septic tank filters unless due to root infiltration. i) while the Home is Unoccupied.
 Licence to Occupy – Single Living Accommodation (SLA), Mess Accommodation or equivalent accommodation. We will pay up to a maximum of £20,000 for any one claim that you become liable to pay as the occupier arising from: damage to the buildings, contents, fixtures or fittings of the home caused by any of the events insured under Section Three Contents during the period of insurance. 	 a) any amount over £20,000. b) for any claim excluded under What is not covered, under any of the events insured under Section Three Contents. c) loss or damage arising from subsidence, heave or landslip. d) loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously. e) for loss or damage: i) caused by domestic pets; ii) caused by insects or vermin; iii) to interior decorations unless the damage is caused by fire or flood. f) charges in relation to cleaning. g) loss or damage to gates, hedges and fences.
 J) The cost of repairing accidental damage to 1) domestic oil pipes, 2) underground water-supply pipes, 2) underground covers drains and sortio tanks 	

- 3) 4) underground sewers, drains and septic tanks,
- underground gas pipes,
- 5) underground cables,

which you are legally liable for as tenant only.

CONTENTS (continued)

What is covered	What is not covered
	We will not pay the excess shown on the schedule in respect of every claim. We will not pay
 Continued K) Fatal injury to you caused by fire, lightning and explosion at the premises or assault elsewhere within the United Kingdom provided that death ensues within twelve months of injury. We will pay £10,000 for each insured person over sixteen years of age. £5,000 for each insured person under sixteen years of age, at the time of death. 	
L) Costs you have to pay for replacing locks to safes, alarms and outside doors in the home following theft or loss of your keys.	a) any amount over £250 in any one period of insurance.
M) Increased domestic metered water charges you have to pay following an escape of water which gives rise to an admitted claim under 'What is covered', 4, of Section Three.	a) more than £1,000 in any one period of insurance .
N) Gifts for wedding, anniversary, birthday, religious or other celebration gifts bought by you but not yet given. This cover applies one month prior to and/or one month after the occasion occurs.	 a) for loss or damage or any proportion of loss or damage which we specifically exclude elsewhere under Section Three. b) up to £3,000 during the period of insurance.
O) The cost of replacing your food in your refrigerator or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes.	 a) for loss or damage caused by any electricity or gas company cutting off or restricting your supply. b) for loss or damage due to the failure of your electricity or gas supply caused by a strike or any other industrial action. c) more than £1,000 in total.
 P) Extended Contents cover at college, university or boarding school, living in the Mess or Block (SLA). You and your family's contents are covered for loss or damage whilst you are away at university within the UK and the Isle of Man, or living in the Mess or Block (SLA), for loss or damage covered by Section Three, Items 1-10. However, for theft of your contents the theft must be from: * Any bank or safe deposit, or where you or any member of your family are studying at or living in temporarily; or * Any other building if there are visible signs that force or violent means were used to get into or out of the building. 	 a) The most we will pay for any one incident is £3,000. b) for loss or damage due to theft or attempted theft unless it is caused by a violent and forcible entry c) Loss or damage: Caused by theft or attempted theft from an unlocked hotel room, motel room, bed and breakfast bedroom or other similar temporary lodging; Caused by storm, flood or malicious damage to items not in a building; During removals; or Whilst outside of university term time. d) for anything excluded under Section Three, Items 1-10 e) for loss or damage to money. Please note – College, university and boarding school's, all contents must be brought home during the holidays. The room door must have its own lock.

CONTENTS (continued)

What is covered	What is not covered
	We will not pay the excess shown on the schedule in respect of every claim. We will not pay
Accidental damage to the contents within the home .	a) any claim for mobile phones unless specified in the schedule .
	b) for damage or any proportion of damage which we specifically exclude elsewhere under Section Three.
	 c) for damage to contents within garages and outbuildings.
	 d) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon.
	e) for loss or damage caused by domestic pets.
	f) any amount over £1,000 in total for porcelain, china, glass and other brittle articles.
	g) for money, credit cards, documents or stamps.
	h) for damage while the home is lent, let or sub let.
	 i) for damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost.
	j) for damage arising out of faulty design, specification workmanship or materials.
	k) for damage from mechanical or electrical faults or breakdown.
	 for damage caused by dryness, dampness, extremes of temperature and exposure to light.
	m) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination.
	Continued.
	Continued.

CONTENTS (continued)

What is covered	What is not covered We will not pay the excess shown on the schedule in respect of every claim. We will not pay
Accidental damage to the contents within the home .	 o) for loss or damage whilst in a furniture depository or any other storage facility (whether temporary or otherwise). p) for any loss or damage caused by, contributed to by or arising from any kind of pollution and /or contamination. q) for loss or damage while the premises are unoccupied.

SETTLING CLAIMS

How we deal with your claim

- If you claim for loss or damage to the contents we will at our option repair, replace or pay for any article covered under Section Three. For total loss or destruction of any article we will pay you the cost of replacing the article as new, as long as
 - a) the new article is as close as possible to but not an improvement on the original article when it was new; and
 - b) you have paid or we have authorised the cost of replacement.

The above basis of settlement will not apply to

* clothes

where **we** will take off an amount for depreciation.

2) We will not pay the cost of replacing or repairing any undamaged parts of the contents which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

Underinsurance

- We will not reduce the sum insured under Section Three after we have paid a claim as long as you agree to carry out our recommendations to prevent further loss or damage.
- If the total value of items at the time of the loss or damage is more than your sum insured for such items, then we will only pay for a proportion of the claim.

For example, if **your** sum insured only represents one half of the total value of unspecified items **we** will only pay one half of the cost of repair or replacement.

However, if **personal possessions** are lost or damaged away from the **home we** will not take account of the value of **personal possessions** in the **home** at the time of such loss or damage.

Limit of Insurance

We will not pay any more than the sum insured for the **contents** of each **premises** shown in the **schedule**.

SECTION FOUR PERSONAL LIABILITY

What is covered

We will indemnify you

- i) as occupier but not as owner for any amounts **you** become legally liable to pay as damages for
 - * bodily injury
 - * damage to property

caused by an accident happening at the **premises** during the **period of insurance**.

OR

- ii) as a private individual for any amounts **you** become legally liable to pay as damages for
 - * bodily injury
 - * damage to property

caused by an accident happening anywhere in the world during the **period of insurance**.

OR

- iii) as employer of any domestic employee in connection with your home for any amounts you become legally liable to pay out damages for
 - * bodily injury
 - * damage to property

caused by an accident happening at the **premises** during the **period of insurance**.

Limit of Liability

The maximum amount **we** will pay arising out of the cover by paragraphs (i) or (ii) is £3,000,000.

The maximum amount **we** will pay arising out of the cover by paragraph (iii) is £5,000,000.

What is not covered

We will not indemnify you for any liability

- a) for **bodily injury** to
 - * you
 - * any other permanent resident of the **home**
- b) for **bodily injury** arising directly or indirectly from any communicable disease or condition.
- c) arising out of any criminal or violent act to another person or property.
- d) for damage to property owned by or in the charge or control of
 - * you
 - * any other permanent resident of the home
 - * any person engaged in your service
- e) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the **period of insurance**.
- f) arising directly or indirectly out of any profession, occupation, business or employment.
- g) which **you** have assumed under contract and which would not otherwise have attached.
- h) arising from the employment of any **domestic employee** outside the UK.
- i) arising out of your ownership, possession or use of
 - i) any motorised or horsedrawn vehicle other than
 - * domestic gardening equipment used within the **premises**; and
 - * pedestrian controlled gardening equipment used elsewhere.
 - ii) any power-operated lift.
 - iii) any aircraft (including models and drones) or watercraft other than manually-operated rowing boats, punts or canoes.
 - iv) any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991.

PERSONAL LIABILITY (continued)

What is covered	What is not covered
	We will not indemnify you for any liability
	in respect of any kind of pollution and/or contamination other than
	* caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the premises named in the schedule ; and
	 reported to us not later than 30 days from the end of the period of insurance;
	in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident.
	 arising out of your ownership, occupation, possession or use of any land or building that is not within the premises.
	 we will not pay any claim for more than our share of any loss, damage or liability which is also insured under another insurance policy, or would be insured if this policy did not exist.

SECTION FIVE MONEY AND CREDIT CARD COVER

Your schedule will show you if this cover applies.

What is covered

This policy covers

- * theft or accidental loss of money
- * any amounts which you become legally liable to pay as a result of unauthorised use following loss or theft of your credit card(s)

within the geographical limits shown in the **schedule**, provided that

- within 24 hours of your discovering any such loss or theft, you have notified the police and, in the case of credit card(s), the card issuing company; and
- you have complied with all other conditions under which your credit card(s) were issued to you.

Limit of Insurance

We will not pay more than the sum insured shown in the **schedule**.

What is not covered

We will not pay

- a) the **excess** shown on the **schedule** in respect of every claim.
- b) to make up any shortages due to error or omission.
- c) for loss of value.
- d) for theft or disappearance of money from baggage unless such baggage is carried by hand and under your personal supervision.

SECTION SIX PEDAL CYCLES

Your schedule will show you if this cover applies.

What is covered

This section covers the cost of repairing or replacing **your** pedal cycles following;

- * theft or attempted theft
- * accidental damage

anywhere in the World.

Limit of Insurance

We will not pay more than the sum insured shown in the **schedule**.

What is not covered

We will not pay

- a) the excess shown on the schedule in respect of every claim.
- b) for loss or damage to
 - * tyres
 - * lamps
 - * accessories

unless the cycle is stolen or damaged at the same time.

- c) for damage from mechanical or electrical faults or breakdown.
- d) for loss or damage while the cycle is used for racing or pacemaking or is let out on hire or is used other than for private purposes.
- to replace a stolen cycle unless it was locked to an immovable object or kept in a locked building at the time of the theft.
- f) more than £200 for any one cycle unless otherwise specified in your schedule.
- g) for pedal cycles in storage, except as more specifically covered under Section Three, D.

SETTLING CLAIMS

How we deal with your claim	Underinsurance
 If you claim for loss or damage to your pedal cycles we will at our option repair, replace or pay for any pedal cycle covered under this section. 	 If you are under-insured, which means the cost of replacing or repairing the pedal cycle at the time of the loss or damage is more than your sum insured for the pedal cycle then we will only pay a
 We will make a deduction for depreciation or wear and tear in respect of pedal cycles. 	proportion of the claim.
	Limit of Incurance

Limit of Insurance

We will not pay more than the sum insured shown in the **schedule**.

This is a separate insurance contract and **you** should read it independently of **your** Kit and Home insurance document.

FAMILY LEGAL EXPENSES INSURANCE

This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by AmTrust Europe Limited, on whose behalf **We** act.

If a claim is accepted under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **Conflict of Interest** arises. Where it is necessary to start court proceedings or a Conflict of Interest arises and **You** want to use a legal representative of **Your** own choice, **Advisers' Costs** payable by **Us** are limited to no more than (a) **Our Standard Advisers' Costs**; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs Regime, whichever is the lower amount.

The insurance covers **Costs** as detailed under the separate sections of cover, up to the **Maximum Amount Payable** where:-

- a) The Insured Event takes place in the Period of Insurance and within the Territorial Limits. and
- b) The Legal Action takes place in the Territorial Limits.

IMPORTANT CONDITIONS

If **Your** claim is covered under a section of this **policy** and no exclusions apply then it is vital that **You** comply with the conditions of this **policy** in order for **Your** claim to proceed. The conditions applicable to this section are contained under the 'Conditions' section below and should be read carefully. Some of the main conditions to this insurance are that:

Prospects of success

There must be a 51% or greater chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **Your** interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Adviser**. If the **Adviser** determines that there is not a 51% or greater chance of success then **We** may decline or discontinue support for **Your** case.

Proportional costs

An estimate of the Costs to deal with **Your** claim must not be more than the amount of money in dispute. The estimate of the Costs will be provided with the assessment of **Your** case and will be carried out by the independent **Adviser**. If the estimate exceeds the amount in dispute then **We** may decline or discontinue support for **Your** case.

Duty of disclosure

If this **policy** covers **You** as a private individual, unrelated to any trade, business or profession, **You** must take reasonable care to disclose correct information. The extent of the information **You** are required to disclose will be based on, among other things, the type of insurance, explanatory material and the clarity and specificity of the questions **You** are asked when **You** took out the insurance.

DEFINITIONS

Adviser	Our specialist panel solicitors or their agents appointed by Us to act for You, or, and subject to Our agreement, where court proceedings have been started or a Conflict of Interest arises, another legal representative nominated by You.
Advisers' Costs	Reasonable legal or accountancy fees and disbursements incurred by the Adviser.
Conditional Fee Agreement	An agreement between You and the Adviser or between Us and the Adviser which sets out the terms under which the Adviser will charge You or Us for their own fees.
Conflict of Interest	Situations where We administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.
Contract of Employment	A contract of service, whether express or implied, and (if it is express) whether oral or in writing.
Data Controller	The party which determines the purpose for, and the manner in, which personal data are, or are to be, processed.
Data Protection Legislation	The relevant Data Protection Legislation in force within the Territorial Limits where this cover applies at the time of the Insured Event .
Disclosure Breach	Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.
Insured Event	The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance.
	For the purposes of the Maximum Amount Payable , only one Insured Event will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.
Legal Action(s)	The pursuit or defence of civil legal cases for damages and/or injunctions, specific performance.
Legal Helpline	The service provided by Our panel solicitors on Our behalf which enables You to obtain advice on any matter which may give rise to a claim under this insurance.
Maximum Amount Payable	The maximum payable in respect of an Insured Event is £75,000.
Standard Advisers' Costs	The level of Advisers' Costs that would normally be incurred in using a specialist panel solicitor or their agents.
Period of Insurance	The Period of Insurance declared to and accepted by Us , which runs concurrently with the period of the underlying insurance policy to which this legal expenses insurance attaches. For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn.
Territorial Limits	Worldwide.
We / Us / Our	Arc Legal Assistance Limited.
You / Your / Insured	Any person who has paid the premium, or on whose behalf the premium has been paid and

DEFINITIONS continued

Person(s)	been declared to Us by Your insurance advisor and is permanently resident at the property covered under the household insurance to which this cover attaches (apart from when away from the property due to occupational commitments). Cover also applies Your family members normally resident with You . If You die Your personal representatives will be covered to pursue or defend cases covered by this insurance on Your behalf that arose prior to Your death.
Vehicle	Any motor Vehicle or motorcycle owned by You .

COVER

Consumer Pursuit

What is insured:-

Advisers' Costs to pursue Legal Action following a breach of a contract You have for buying or renting goods or services for Your private use. This includes the purchase of Your main home. The contract must have been made after You first purchased this insurance and, in respect of disputes over the purchase of Your main home, the purchase must have commenced at least 180 days after You first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.

What is not insured:-

Claims

- * Where the amount in dispute is less than £250 plus VAT.
- * Involving a motor Vehicle owned by You or which You are legally responsible for.
- * In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.
- * For or in any way related to professional negligence.

Personal Injury

What is insured

Advisers' Costs to pursue Legal Action following an accident resulting in Your personal injury or death against the person or organisation directly responsible.

If the Legal Action is going to be decided by a court in England or Wales and the damages You are claiming are above the small claims track limit, the Adviser must enter into a Conditional Fee Agreement which waives their own fees if You fail to recover the damages that You are claiming in the Legal Action in full or in part. If the damages You are claiming are below the small claims track limit Advisers' Costs will not be covered but You can access the Legal Helpline for advice on how to take Your case further.

What is not insured:-

Claims:

- * Arising from medical or clinical treatment, advice, assistance or care.
- * For stress, psychological or emotional injury.
- * For illness, personal injury or death which is caused gradually or is not caused by a specific event.
- * Involving a motor **Vehicle** owned by **You** or which **You** are legally responsible for.

COVER continued

Employment Disputes

What is insured:-

For members of HM Armed Forces:

Advisers' Costs to pursue a Legal Action brought by You following a breach of Your legal rights under employment laws.

For all other Insured Persons:

Advisers' Costs to pursue a Legal Action brought before an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) against an employer or ex-employer for breach of Your Contract of Employment.

What is not insured:-

Claims:

- * Where the breach of contract occurred within the first 90 days after **You** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.
- For Advisers' Costs of any disciplinary investigatory or grievance procedure connected with Your Contract of Employment or the costs associated with any compromise agreement.
- * Where the breach of contract is alleged to have commenced or to have continued after termination of **Your** employment.
- * For an allegation of less favourable treatment between men and women in terms of pay and conditions of employment.
- * For Advisers' Costs awarded by an Employment or Employment Appeals Tribunal that You are ordered or agree to pay.

Property Infringement

What is insured:-

Advisers' Costs to pursue Legal Action for nuisance or trespass against the person or organisation infringing Your legal rights in relation to Your main home. This section does not extend to divorce or matrimonial matters. The nuisance or trespass must have started at least 180 days after You first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.

What is not insured:-

Claims:

* In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.

Property Damage

What is insured:-

Advisers' Costs to pursue Legal Action for financial compensation for damages against a person or organisation that causes physical damage to Your main home. The damage must have been caused after You first purchased this insurance.

What is not insured:-

Claims:

* In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.

Motor Prosecution Defence

What is insured:-

Advisers' Costs to defend Legal Action in respect of a motoring offence, punishable by penalty endorsement only, arising from Your use of a motor Vehicle. Pleas in mitigation are covered where there is a more than 51% prospect of such a plea materially affecting the likely outcome and when it is in the public interest to do so. Support for such pleas is solely at the discretion of Us.

What is not insured:-

Claims:

- * For alleged road traffic offences where **You** did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving whilst under the influence of drink or non prescribed drugs, or prescription medication where **You** have been advised by a medical professional not to drive.
- For Advisers' Costs where the member is entitled to a grant of legal aid from the Legal Services Commission, or where funding is available from another public body, a trade union, employer or any other insurance policy.
- * For parking offences which You do not get penalty points on Your licence for.

Consumer Defence

What is insured:-

Advisers' Costs to defend Legal Action brought against You following a breach of a contract You have for selling goods (in a private capacity) for the private and personal use of another person. This includes the sale of Your main home. The contract must have been made after You first purchased this insurance and, in respect of disputes over the sale of Your main home, the sale must have commenced at least 180 days after You first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.

What is not insured:-

Claims:

- * Where the amount in dispute is less than £250 plus VAT.
- * Involving a motor Vehicle owned by You or which You are legally responsible for.
- * In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.

Data Protection

What is insured:-

Advisers' Costs to pursue Legal Action against a person or organisation for breach of Data Protection Legislation which has resulted in You suffering a financial loss.

Legal Defence

What is insured:-

- Advisers' Costs in Legal Action to defend Your legal rights in the following circumstances arising out of Your work as an employee or member of HM Armed Forces:-
 - * Prior to being charged when dealing with the police or Health & Safety Executive or others with the power to prosecute.
 - * In a prosecution brought against **You** in a Court of criminal jurisdiction.
 - * In a civil action brought against You for compensation as a Data Controller.
 - * In civil proceedings brought against You under legislation for unlawful discrimination. Continued over 2

COVER continued

Legal Defence continued

- Advisers' Costs in Legal Action to defend Your legal rights arising out of a motor prosecution brought against You
- Advisers' Costs in Legal Action to defend Your legal rights arising out of a formal investigation or disciplinary hearing brought against You by any trade association or professional or regulatory body

What is not insured:-

Claims:

- For alleged road traffic offences where You did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving whilst under the influence of drink or non prescribed drugs, or prescription medication where You have been advised by a medical professional not to drive.
- For Advisers' Costs where You are entitled to a grant of legal aid from the Legal Services Commission, or where funding is available from another public body, a trade union, employer or any other insurance policy.
- * For parking offences which You do not get points on Your licence for.
- * Following an allegation of intentional violence or dishonesty.

ADDITIONAL SERVICES

Legal Helpline

Use the 24 hour advisory service for telephone advice on any private legal problem of concern to **You** or any member of **Your** household.

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

Simply telephone 0344 770 1040 and quote "Trinity Insurance" when asked how You obtained access to the helpline.

Additional Legal Services

In this package **Our** aim is to provide a wide ranging insured legal service. Inevitably there are areas where it is not possible to insure legal expenses, in particular those which everybody at some time faces, but which are nevertheless often expensive and sometimes unexpected. Examples are:-

- * Legal expenses arising from the sale or purchase of the home and re-mortgaging.
- * Divorce and child custody issues.
- * Wills and probate.

To help **You** deal with these and other matters which may arise **We** are able to give **You** access to discounted legal services provided by **Us** in partnership with **Our** panel Solicitors. **Our** panel solicitors are one of the country's leading law firms with expertise in all areas where assistance is likely to be required.

If **You** would like to make use of the service please contact the number above for an initial telephone consultation which will be provided at no cost to **You**. **Our** panel solicitors will give **You** a quotation for the likely cost of their representation and it will then be **Your** decision whether **You** appoint them to act for **You**.

GENERAL EXCLUSIONS

- 1. There is no cover where:-
 - * The Insured Event began to start or had started before You bought this insurance.
 - * You should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed.
 - * Where an estimate of Your Advisers' Costs of acting for You is more than the amount in dispute.
 - * You fail to give full information or facts to Us or to the Adviser on a matter material to Your claim.
 - Something You do or fail to do prejudices Your position or the position of the Insurer in connection with the Legal Action.
 - Advisers' Costs or any other costs and expenses incurred which have not been agreed in advance or are above those for which We have given Our prior written approval.
 - * Where You have other legal expenses insurance cover.

2. There is no cover for: -

- * Advisers' Costs or any other costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party or which are not reasonable or necessary.
- * The amount of Advisers' Costs in excess of Our Standard Advisers' Costs where You have decided to use an Adviser of Your own choice.
- * Advisers' Costs arising from any private prosecution.
- * Damages, interest, fines or costs awarded against You in a criminal court.
- * Claims over loss or damage where that loss or damage is covered under another insurance.
- * Claims made by or against Your insurance advisor, the Insurer, the Adviser or Us.
- * Any claim **You** make which is false or fraudulent.
- * Defending Legal Actions arising from anything You did deliberately or recklessly.
- * Appeals without the prior written consent of Us.
- * The costs of any legal representative other than those of the Adviser prior to the issue of court proceedings or a Conflict of Interest arising.
- * Any costs which **You** incur and wish to recover which **You** cannot substantiate with documentary evidence.
- * Advisers' Costs if Your claim is part of a class action or will be affected by or will affect the outcome of other claims.

3. There is no cover for any claim directly or indirectly arising from: -

- Patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements and passing off.
- * Computer software other than proprietary packaged software that has not been tailored to Your requirements.
- * Planning law.
- * Constructing buildings or altering their structure.
- * Libel, slander or verbal injury.
- * A dispute between You and someone You live with or have lived with.
- * A lease or licence to use property or land .
- * A venture for gain by You or Your business partners.
- * A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled.
- * An application for a judicial review.
- * Defending or pursuing new areas of law or test cases.
- * A dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **You**.
- * Professional negligence in relation to services provided in connection with a matter not covered under this insurance.
- * Subsidence land heave land slip mining or quarrying.
- * A tax or levy relating to You owning or living in Your home.
- * A manufacturer's warranty or guarantee.

GENERAL EXCLUSIONS continued

4. Contracts (Rights of Third Parties) Act 1999

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

CONDITIONS

- 1. Claims
- a) You must notify claims as soon as possible once You become aware of the incident and within no more than 180 days of You becoming aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, Our position has been prejudiced. For claims relating to Identity Fraud, these must be reported within 45 days of You becoming aware of the incident.
- b) We may investigate the claim and take over and conduct the Legal Action in Your name. Subject to Your consent which shall not be unreasonably withheld We may reach a settlement of the Legal Action.
 - You must supply at Your own expense all of the information which We reasonably require to decide whether a claim may be accepted. Where it is necessary to start court proceedings or a Conflict of Interest arises,

and You wish to nominate a legal representative to act for You, You may do so. Where You have elected to use a legal representative of Your own choice You will be responsible for any Advisers' Costs in excess of Our Standard Advisers' Costs.

- c) The Adviser will:-
 - Provide a detailed view of Your prospects of success including the prospects of enforcing any judgment obtained.
 - (ii) Keep Us fully advised of all developments and provide such information as We may require.
 - (iii) Keep Us advised of Advisers' Costs incurred.
 - (iv) Advise Us of any offers to settle and payments in to court. If against Our advice such offers or payments are not accepted cover under this insurance shall be withdrawn unless We agree in Our absolute discretion to allow the case to proceed.
 - (v) Submit bills for assessment or certification by the appropriate body if requested by Us.
 - (vi) Attempt recovery of costs from third parties.
- d) In the event of a dispute arising as to Advisers' Costs We may require You to change Adviser.
- e) The **Insurer** shall only be liable for **Advisers' Costs** for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- f) You shall supply all information requested by the Adviser and Us.
- g) You are responsible for all costs and expenses including Adverse Costs if You withdraw from the Legal Action without Our prior consent. Any costs already paid under this insurance will be reimbursed by You.
- h) You must instruct the Adviser to provide Us with all information that We ask for and report to Us as We direct at their own cost.

2. Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a 51% or greater chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

- a) Being able to recover the amount of money at stake.
- b) Being able to enforce a judgement.
- c) Being able to achieve an outcome which best serves Your interests.

3. Proportionality

We will only pay Advisers' Costs that are proportionate to the amount of damages that You are claiming in the Legal Action. Advisers' Costs in excess of the amount of damages that You are able to claim from Your opponent will not be covered.

CONDITIONS continued

4. Disputes

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

5. Disclosure

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

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

6. Fraud

In the event of fraud We:

- a) Will not be liable to pay the fraudulent claim.
- b) May recover any sums paid to You in respect of the fraudulent claim.
- c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to Us.
- d) Will no longer be liable to You in any regard after the fraudulent act.

7. Other Insurances

If any claim covered under this **policy** is also covered by another legal expenses **policy**, or would have been covered if this **policy** did not exist, **We** will only pay **Our** share of the claim even if the other **Insurer** refuses the claim.

8. Cancellation

You may cancel this insurance at any time by writing to Your insurance advisor providing fourteen days written notice. If You exercise this right within 14 days of taking out this insurance, You will receive a refund of premium provided You have not already made a valid claim against the insurance.

We may cancel the insurance by giving fourteen days notice in writing to You at the address shown on the schedule, or alternative address provided by You. No refund of premium shall be made.

We will only invoke this right in exceptional circumstances as a result of You behaving inappropriately, for example:

- a) Where We have a reasonable suspicion of fraud.
- b) You use threatening or abusive behaviour or language or intimidation or bullying of Our staff or suppliers.
- c) Where it is found that You, deliberately or recklessly, disclosed false information or failed to disclose important information.

9. English Law and Language

This contract is governed by English Law and the language for contractual terms and communication will be English.

10. Change in Law

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

HOW TO MAKE A CLAIM

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

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

Privacy and Data Protection Notice

1. Data Protection

Arc Legal Assistance are committed to protecting and respecting **Your** privacy in accordance with the current **Data Protection Legislation** ("Legislation"). Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit **www.arclegalassistance.co.uk**

2. How We Use Your Personal Data and Who We Share it With

We may use the personal data We hold about You for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. We will also use Your data to safeguard against fraud and money laundering and to meet Our general legal or regulatory obligations.

3. Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** notice.

4. Disclosure of Your Personal Data

We may disclose Your personal data to third parties involved in providing products or services to Us, or to service providers who perform services on Our behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

5. Your Rights

You have the right to ask Us not to process Your data for marketing purposes, to see a copy of the personal information We hold about You, to have Your data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask Us to provide a copy of Your data to any controller and to lodge a complaint with the local data protection authority.

6. Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with **Our** data retention **policy**. In most cases the retention period will be fore a period of seven (7) years following the expiry of the insurance contract, or our business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning **Our** use of **Your** personal data, please contact The Data Protection Officer, please see website for full address details.

Customer Service

Our aim is to get it right, first time, every time. If We make a mistake, We will try to put it right straightaway.

If You are unhappy with the service that has been provided, You should contact Us at the address below. We will always confirm to You, within five working days, that We have received Your complaint. Within four weeks You will receive either a final response or an explanation of why the complaint has not been resolved yet plus an indication of when You will receive a final response. Within eight weeks You will receive a final response or, if this is not possible, a reason for the delay plus an indication of when You will receive a final response. After eight weeks, if You are unhappy with the delay, You may refer Your complaint to the Financial Ombudsman Service. You can also refer to the Financial Ombudsman Service if You cannot settle Your complaint with Us or before We have investigated the complaint if both parties agree.

Our contact details are:

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

The Financial Ombudsman Service contact details are:

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

Compensation

We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if Arc Legal or AmTrust Europe Limited cannot meet their obligations. Your entitlement to compensation will depend on the circumstances of the claim.

Further information about compensation scheme arrangements is available at: www.fscs.org.uk or by telephoning 0800 678 1100 or 020 7741 4100.

Authorisation

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

This **policy** is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG

Registered Number: 1229676.

AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189.

These details can be checked on the Financial Services Register at: www.fca.org.uk/register

policy wording

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Protect the things that matter most with Trinity.

- Life insurance

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- Personal accident
- Kit, Contents and Personal Wedding insurance Possessions insurance
- Travel insurance
- Group travel & sports

- Car insurance
- Pet insurance
- Mortgages & savings
- Excess protection

www.talktotrinity.com hello@talktotrinity.com 01243 817777



Trinity Insurance Services Limited Trinity House 1 Old Market Avenue Chichester West Sussex **PO19 1SP**



Trinity Insurance Services Limited is authorised and regulated by the Financial Conduct Authority (FCA) with FCA number: 307068, and a member of the Services Investment and Insurance Advisory Panel (SIIAP).

Registered in England and Wales. Registered address: Appledram Barns, Birdham Road, Chichester, West Sussex, PO20 7EQ. Registration number: 03904541

Calls may be recorded for training and quality purposes.

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