



# Kit, Contents and Personal Possessions Insurance

Policy Wording



TRINITY

## INTRODUCTION

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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.

Please read the whole **policy** 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 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](http://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](http://www.fscs.org.uk)

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## 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 Services Limited, Metro House, Northgate, Chichester, West Sussex, PO19 1BE

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:

Gallagher Bassett Technical

Ground Floor, Units 1&2

Magden Park

Llantrisant

CF72 8XT

Telephone: 01443 229513

Email: uk.gbtechnical.complaints@gbtpa.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](http://www.financial-ombudsman.org.uk)

## DATA PROTECTION NOTICE

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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 Services Limited, Metro House, Northgate, Chichester, West Sussex, PO19 1BE**

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

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

<b>Bodily injury</b>	<b>Bodily injury</b> includes death or disease.
<b>Contents</b>	Household goods and <b>personal possessions</b> which belong to <b>you</b> or for which <b>you</b> are legally responsible, within the <b>home</b> .  <b>Contents</b> includes: <ul style="list-style-type: none"><li>* Tenant's fixtures and fittings.</li><li>* Radio and television aerials, satellite dishes, their fittings and masts which are attached to the <b>home</b>.</li></ul> <b>Contents</b> with limits: <ul style="list-style-type: none"><li>* Property in the open but within the <b>premises</b> up to £250 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the <b>home</b>).</li><li>* <b>Money</b> up to £750 in total.</li><li>* <b>Credit cards</b> up to £750 in total.</li><li>* Deeds and registered bonds and other personal documents up to £1,500 in total.</li><li>* Stamps or coins forming part of a collection up to £1,250 in total.</li><li>* Domestic oil in fixed fuel oil tanks up to £1,000.</li><li>* <b>Valuables</b> up to £2,500 or 10% of the <b>contents</b> sum insured, whichever is the lesser.</li><li>* <b>Contents</b> in garages or outbuildings up to £1,000.</li></ul> <b>Contents</b> does not include: <ul style="list-style-type: none"><li>* 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 <b>home</b> in Germany in order that <b>you</b> can comply with German motoring regulations, these will be covered up to £500.</li><li>* Any animal, plant or tree.</li><li>* Any part of the buildings.</li><li>* Any property held or used for business purposes.</li><li>* Any property covered under any other insurance.</li><li>* Mobile phones (These can be covered under Section Two <b>Valuables</b>, and <b>Personal Possessions</b>).</li><li>* Pedal cycles.</li></ul>
<b>Credit cards</b>	<b>Credit cards</b> , charge cards, debit cards, bankers cards and cash dispenser cards.
<b>Domestic employee</b>	A person employed by <b>you</b> to carry out domestic duties in connection with <b>your home</b> and not employed by <b>you</b> in connection with any business trade or profession. Unless expressly stated in the <b>schedule</b> " <b>domestic employees</b> " does not include agency workers.
<b>Endorsement</b>	A change in the terms and conditions of this <b>policy</b> .
<b>Excess</b>	The first amount of each claim <b>you</b> have to pay or are responsible for.
<b>Home</b>	The private dwelling, married quarters or service accommodation and the garages and outbuildings used for domestic purposes at the <b>premises</b> shown in the <b>schedule</b> .

## DEFINITIONS (continued)

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<b>Money</b>	<ul style="list-style-type: none"><li>* Current legal tender, cheques, postal and money orders.</li><li>* Postage stamps not forming part of a stamp collection.</li><li>* Saving stamps and saving certificates, travellers cheques.</li><li>* Premium bonds, luncheon vouchers and gift tokens.</li><li>* Travel tickets and petrol coupons.</li><li>* Telephone cards.</li></ul> <p>All held for private or domestic purposes.</p>
<b>Period of insurance</b>	The length of time for which this insurance is in force, as shown in the <b>schedule</b> and for which <b>you</b> have paid and <b>we</b> have accepted a premium.
<b>Personal possessions</b>	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 <b>you</b> .
	<b>Personal possessions</b> does not include: <ul style="list-style-type: none"><li>* <b>Money</b> and <b>credit cards</b>.</li><li>* Pedal cycles.</li><li>* Model aircraft, boats or drones.</li></ul>
<b>Policy</b>	This <b>policy</b> wording, <b>schedule</b> , <b>endorsement</b> and statement of fact or proposal (as applicable) forms the contract of insurance between <b>you</b> and <b>us</b> .
<b>Premises</b>	The buildings on and the land within the boundaries of the address which is stated in the <b>schedule</b> .
<b>Schedule</b>	The <b>schedule</b> is part of this <b>policy</b> and contains details of <b>you</b> , the <b>premises</b> , the sums insured, the <b>period of insurance</b> and the sections of this <b>policy</b> which apply.
<b>Terrorism</b>	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.
<b>United Kingdom</b>	The ' <b>United Kingdom</b> ' will include England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries.
<b>Valuables</b>	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.
<b>Unoccupied/ unoccupancy</b>	Not having been lived in by <b>you</b> for a period exceeding 90 consecutive days.
<b>We / us / our</b>	HCC International Insurance Company plc
<b>You / your / insured</b>	The person or persons named in the <b>schedule</b> and all members of their family who permanently live in the <b>home</b> .
<b>Your broker / insurance adviser</b>	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 90 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 90 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

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To make a claim, please contact:  
Gallagher Bassett Technical  
Telephone: 01443 229513  
Email: uk.gbtechnical.adjusting@gbtpa.com

Emergency 24/7 Out of Office Number: 01724 761378

Claims in writing should be directed to:  
Gallagher Bassett Technical  
Ground Floor, Units 1&2  
Magden Park  
Llantrisant  
CF72 8XT

Gallagher Bassett Technical 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, deployed, or training 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, deployed or training at the time of the event, within 30 days of **your** return from active duty.

## HOW WE DEAL WITH YOUR CLAIM

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### 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:

- 1) 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;

- 1) 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:

- 1) 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 directly or indirectly caused by or contributed to by or arising from:
  - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - ii) 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 or 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 part 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.

**O) 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 PERSONALLY PURCHASED 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**.
- \* Personally purchased uniform, equipment and kit purchased by you with the prime purpose of being used in a military context.
- \* Military service uniform, equipment and kit issued to **you** on a temporary basis up to £20,000 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**.

- A) 1) 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:

- i) damage to the buildings, fixtures or fittings of the **home** caused by any of the events insured under Section Three **Contents**.

### What is not covered

**We** will not pay

- a) the **excess** shown on the **schedule** in respect of every claim.
- b) any amount over £4,000 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.

**We** will not pay the **excess** shown on the **schedule** in respect of every claim.

**We** will not pay

- 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.

Continued

# SECTION ONE

## MILITARY SERVICE UNIFORM, EQUIPMENT AND PERSONALLY PURCHASED KIT

What is covered	What is not covered
<p>ii) accidental damage to cable drain inspection covers or underground drains pipes or tanks providing a service to or from the <b>home</b>;</p> <p>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.</p> <p>Caused during the <b>period of insurance</b>.</p>	<p><b>We will not pay</b> the <b>excess</b> shown on the <b>schedule</b> in respect of every claim. <b>We will not pay</b></p> <p>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.</p> <p>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 <b>Home</b> is <b>Unoccupied</b>.</p>
<p>B) 2) Licence to Occupy – Single Living Accommodation (SLA), Mess Accommodation or equivalent accommodation.</p> <p><b>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:</b></p> <p>i) damage to the buildings, <b>contents</b>, fixtures or fittings of the <b>home</b> caused by any of the events insured under Section Three <b>Contents</b> during the <b>period of insurance</b>.</p>	<p>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 <b>Contents</b>. 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.</p>
<p>C) The cost of repairing accidental damage to</p> <ol style="list-style-type: none"><li>1) domestic oil pipes,</li><li>2) underground water-supply pipes,</li><li>3) underground sewers, drains and septic tanks,</li><li>4) underground gas pipes,</li><li>5) underground cables,</li></ol> <p>which <b>you</b> are legally liable for as tenant only.</p>	

# 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 including valuables and portable electronic equipment 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.
- i) any amount over £1,000 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended.
- j) 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 mobile phones unless stated otherwise in the **schedule** or specification attached to the **schedule**.
- l) 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

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How **we** deal with **your** claim

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Mobile Phones

**We** will at **our** option either

- 1) Repair **your** mobile phone, or
- 2) 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
- 2) 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.
  - ii) **we** will not pay more than the proportion that the lost or damaged item bears to the value of such pair or set.

### Underinsurance

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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

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

# SECTION THREE

## CONTENTS

Your schedule will show you if this cover applies

### What is covered

We will pay for loss or damage to **your contents** at **your premises** during the **period of insurance** caused by the following

- 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.
- 4) Escape of water from fixed water tanks, apparatus or pipes.
- 5) Escape of oil from a domestic fixed oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation.
- 6) Theft or attempted theft.
- 7) Collision by any vehicle or animal.
- 8) Any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously.
- 9) Subsidence or heave of the site upon which the buildings stand or landslip.

- 10) Falling trees, telegraph poles or lamp-posts.

### What is not covered

We will not pay the **excess** shown on the **schedule** in respect of every claim.

We will not pay

- a) for any property left in the open.
- a) for loss or damage caused by faulty workmanship.  
b) for loss or damage while the **premises** are **unoccupied**.
- a) for loss or damage caused by faulty workmanship.
- 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**
- a) for loss or damage caused by domestic pets.
- a) for loss or damage while the **premises** are **unoccupied**.
- 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 caused by coastal or riverbank erosion  
e) 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**
- a) for loss or damage caused by trees being cut down or cut back within the **premises**.

# SECTION THREE

## CONTENTS (continued)

Extra benefits included within **contents** cover

### What is covered

A) accidental damage to

- \* televisions
- \* audio and video equipment
- \* computer equipment

all situated within the **home**.

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.

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.

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 depository, or any other furniture storage facility provided **we** have given **our** prior approval in writing.

### What is not covered

**We** will not pay the **excess** shown on the **schedule** in respect of every claim.

**We** will not pay

- 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**.

- a) for the cost of repairing, removing or replacing frames.
- b) loss or damage while the **premises** are **unoccupied**.

- 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.

- 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.

# SECTION THREE

## CONTENTS (continued)

<b>What is covered</b>	<b>What is not covered</b>
E) Deeds and Documents deeds, certificates, bonds or other personal documents, while lodged by <b>you</b> in a bank safe deposit against loss or damage directly caused by any of the events insured under numbers 1-10 in Section Three. <b>Our</b> liability is limited to the legal and clerical costs incurred by <b>you</b> in reinstatement of the documents.	<b>We</b> will not pay the <b>excess</b> shown on the <b>schedule</b> in respect of every claim. <b>We</b> will not pay a) loss or damage to <b>money</b> b) any amount exceeding £2,500
F) <b>Contents</b> Removal accidental loss or damage to <b>contents</b> during the course of removal to <b>your</b> new <b>home</b> by a professional removal company or military transport authorities. Cover only applies where <b>you</b> have attempted and been unsuccessful in recovering from the removal company or military transport authority.	a) for <b>money</b> or <b>credit cards</b> . b) for loss or damage to <b>valuables</b> 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 <b>policy</b> .
G) Costs of using other accommodation, substantially the same as <b>your</b> existing accommodation, which <b>you</b> have to pay for if the <b>home</b> cannot be lived in following loss or damage which is covered under Section Three <b>Contents</b> .	any amount over 35% of the sum insured under Section Three for the <b>contents</b> of the buildings damaged or destroyed.
H) Up to twelve months rent <b>you</b> have to pay as occupier if the buildings cannot be lived in following loss or damage which is covered under Section Three <b>Contents</b> .	any amount over 35% of the sum insured under Section Three for the <b>contents</b> of the buildings damaged or destroyed.

# SECTION THREE

## CONTENTS (continued)

What is covered	What is not covered
	<p><b>We</b> will not pay the <b>excess</b> shown on the <b>schedule</b> in respect of every claim.</p> <p><b>We</b> will not pay</p>
<p>I) Fatal injury to <b>you</b> caused by fire, lightning and explosion at the <b>premises</b> or assault elsewhere within the <b>United Kingdom</b> provided that death ensues within twelve months of injury.</p> <p><b>We</b> will pay</p> <ol style="list-style-type: none"> <li>1) £10,000 for each insured person over sixteen years of age.</li> <li>2) £5,000 for each insured person under sixteen years of age, at the time of death.</li> </ol>	
<p>J) Costs <b>you</b> have to pay for replacing locks to safes, alarms and outside doors in the <b>home</b> following theft or loss of <b>your</b> keys.</p>	<p>a) any amount over £250 in any one <b>period of insurance</b>.</p>
<p>K) Increased domestic metered water charges <b>you</b> have to pay following an escape of water which gives rise to an admitted claim under 'What is covered', 4, of Section Three.</p>	<p>a) more than £1,000 in any one <b>period of insurance</b>.</p>
<p>L) 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.</p>	<p>a) for loss or damage or any proportion of loss or damage which <b>we</b> specifically exclude elsewhere under Section Three.</p> <p>b) up to £3,000 during the <b>period of insurance</b>.</p>
<p>M) The cost of replacing <b>your</b> food in <b>your</b> refrigerator or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes.</p>	<p>a) for loss or damage caused by any electricity or gas company cutting off or restricting <b>your</b> supply.</p> <p>b) for loss or damage due to the failure of <b>your</b> electricity or gas supply caused by a strike or any other industrial action.</p> <p>c) more than £1,000 in total.</p>
<p>N) Extended Contents cover at college, university or boarding school, living in the Mess or Block (SLA).</p> <p><b>You</b> and <b>your</b> family's <b>contents</b> are covered for loss or damage whilst <b>you</b> 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 <b>your contents</b> the theft must be from:</p> <ul style="list-style-type: none"> <li>* Any bank or safe deposit, or where <b>you</b> or any member of <b>your</b> family are studying at or living in temporarily; or</li> <li>* Any other building if there are visible signs that force or violent means were used to get into or out of the building.</li> </ul>	<p>a) The most <b>we</b> will pay for any one incident is £3,000.</p> <p>b) for loss or damage due to theft or attempted theft unless it is caused by a violent and forcible entry</p> <p>c) Loss or damage:</p> <ul style="list-style-type: none"> <li>* Caused by theft or attempted theft from an unlocked hotel room, motel room, bed and breakfast bedroom or other similar temporary lodging;</li> <li>* Caused by storm, flood or malicious damage to items not in a building;</li> <li>* During removals; or</li> <li>* Whilst outside of university term time.</li> </ul> <p>d) for anything excluded under Section Three, Items 1-10</p> <p>e) for loss or damage to <b>money</b>.</p> <p><b>Please note</b> – College, university and boarding school's, all <b>contents</b> must be brought <b>home</b> during the holidays. The room door must have its own lock.</p>

# SECTION THREE

## CONTENTS (continued)

What is covered	What is not covered
Accidental damage to the <b>contents</b> within the <b>home</b> .	<p><b>We</b> will not pay the <b>excess</b> shown on the <b>schedule</b> in respect of every claim.</p> <p><b>We</b> will not pay</p> <ul style="list-style-type: none"><li>a) for damage or any proportion of damage which <b>we</b> specifically exclude elsewhere under Section Three.</li><li>b) for damage to <b>contents</b> within garages and outbuildings.</li><li>c) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon.</li><li>d) for loss or damage caused by domestic pets.</li><li>e) any amount over £1,000 in total for porcelain, china, glass and other brittle articles.</li><li>f) for <b>money, credit cards</b>, documents or stamps.</li><li>g) for damage while the <b>home</b> is lent, let or sub let.</li><li>h) for damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost.</li><li>i) for damage arising out of faulty design, specification workmanship or materials.</li><li>j) for damage from mechanical or electrical faults or breakdown.</li><li>k) for damage caused by dryness, dampness, extremes of temperature and exposure to light.</li><li>l) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination.</li></ul> <p style="text-align: right;">Continued.</p>

# SECTION THREE

## CONTENTS (continued)

### What is covered

Accidental damage to the **contents** within the **home**.

### What is not covered

**We** will not pay the **excess** shown on the **schedule** in respect of every claim.

**We** will not pay

m) for loss or damage whilst in a furniture depository or any other storage facility (whether temporary or otherwise).

n) for any loss or damage caused by, contributed to by or arising from any kind of pollution and /or contamination.

o) for loss or damage while the **premises** are **unoccupied**.

## SETTLING CLAIMS

### How **we** deal with **your** claim

- 1) 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

- 3) **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.
- 4) 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.

Continued.

# SECTION FOUR

## PERSONAL LIABILITY (continued)

### What is covered

### What is not covered

**We** will not indemnify **you** for any liability

- j) 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.

- k) arising out of **your** ownership, occupation, possession or use of any land or building that is not within the **premises**.
- l) **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

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**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**.

## SETTLING CLAIMS

### How we deal with **your** claim

- 1) 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.
- 2) **We** will make a deduction for depreciation or wear and tear in respect of pedal cycles.

### 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
  - \* accessoriesunless 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.
- e) 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 £400 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.

### Underinsurance

- 1) 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 proportion of the claim.

### Limit of Insurance

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

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

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## 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

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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

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

## DEFINITIONS (continued)

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<b>Person(s)</b>	been declared to <b>Us</b> by <b>Your</b> 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 <b>Your</b> family members normally resident with <b>You</b> . If <b>You</b> die <b>Your</b> personal representatives will be covered to pursue or defend cases covered by this insurance on <b>Your</b> behalf that arose prior to <b>Your</b> death.
<b>Vehicle</b>	Any motor <b>Vehicle</b> or motorcycle owned by <b>You</b> .

## COVER

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### 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.

## 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:-

- 1) **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

## COVER (continued)

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### Legal Defence (continued)

- 2) **Advisers' Costs** in **Legal Action** to defend **Your** legal rights arising out of a motor prosecution brought against **You**
- 3) **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

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### 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](http://www.arclegal.co.uk/informationcentre). Alternatively, they will send a claim form to **You**. If **Your** problem is not covered under this insurance, the helpline may be able to offer **You** assistance under a private funding arrangement.

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

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### 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)

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### 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

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### 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**.
  - i) **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:-
  - (i) 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)

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### 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.

# CUSTOMER SERVICES INFORMATION

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## 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](http://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 for 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](http://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](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

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Calls may be recorded for training and quality purposes.

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