

A desk setup featuring a white desk lamp, a green plant in a grey pot, a white mug with the Armed Forces Covenant logo, and a book with a rainbow ribbon and medals on top. The scene is set against a dark blue background.

# Buildings and Contents Insurance

## Policy Wording



TRINITY



This is your Buildings and Contents Insurance policy document.

If you have any questions about your policy or documents, please contact Trinity Insurance who will be pleased to help you.

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UNDERWRITERS



**For Buildings and/or Contents – Sections One to Six**

This is underwritten by HCC International Insurance Company plc (HCCII) trading as Tokio Marine HCC. HCCII is registered in England and Wales and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm Reference Number 202655.

For any claim relating to Sections One to Six please contact:

RELA Limited

Telephone: 0808 175 4908  
 Email: TRIClaims@relaltd.com

Claims in writing should be directed to:

RELA Limited, Unit 7 Bocam Park, Old Field Road,  
 Pencoed, Bridgend, CF35 5LJ

RELA Ltd handle claims on behalf of HCC International Insurance Company plc. Professional staff are available to assist you whether you need a claim form, advice on emergency repairs or any other aspect of your claim.

**For Family Legal Expenses Insurance – Section Seven**

This insurance is provided by Arc Legal Assistance Limited. It is underwritten by AmTrust Europe Limited.

For help and to make a claim call Telephone 0344 770 1040 and quote "Trinity Insurance."

**For Home Emergency Cover – Section Eight**

This insurance is provided by Arc Legal Assistance Limited and is underwritten by AmTrust Europe Limited.

Emergency Claims Helpline Number:

01384 884040.



This **policy** has been arranged by Trinity Insurance and the insurance is underwritten by HCC International Insurance Company plc ('HCCII'), trading as Tokio Marine HCC. HCCII is registered in England and Wales (Company Reg No: 01575839) with registered office at 1 Aldgate, London, EC3N 1RE. HCCII is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (Firm Registration Number 202655).

This is to certify that the insurer in consideration of the premium specified on the **schedule** agrees to indemnify the insured in respect of cover detailed within this **policy**.

In deciding to accept this insurance and in setting the terms, **we** have relied on the information **You** have given **us**. **You** must take care when answering any questions **we** ask, by ensuring that any information provided is accurate and complete.

The Insurance **Policy** wording, **schedule** and any **endorsements** are all part of this contract and should be read together to avoid misunderstanding. They show which sections of the **policy** are in force and contain details of the cover. All the documents should be read carefully, paying particular attention to the General Exclusions and General Conditions which apply to the whole **policy**.

This **policy** sets out all the circumstances in which an insured person can make a claim. It is not a maintenance contract and does not protect against every loss.

This contract is written in English and all communications about it will be in English. Unless **we** have agreed otherwise, this insurance is governed by the laws of England and Wales and is subject to the exclusive jurisdiction of the courts of England and Wales.

## The Contracts (Rights of Third Parties) Act 1999 Clarification Clause

A person who is not a party to this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance. However, this does not affect any other rights they may have.

## Data Protection Notice

For the purposes of this notice only **we**, **us** and **our** means Trinity Insurance Services Limited and the insurers who underwrite **your policy** – each a separate data controller in respect of **your** personal data. **Your** personal data means any information **we** hold about **you**, and any information **you** give **us** about anyone else, including, identification details, financial information, **policy** information, credit and anti-fraud data and information about previous and current claims. Personal data processed may include

special category data (e.g. health data) and criminal convictions data. Please read this notice carefully as it contains important information about **our** use of **your** personal data. Please note that if **you** decline to provide information when requested or **you** give **us** false or inaccurate information this could give **us** the right to void **our** insurance **policy** with **you** or it could impact **your** ability to claim.

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

In some circumstances, **we** may need to collect and use special category data (e.g. health data) or information relating to criminal convictions and offences. Where this is required, unless another ground applies, **we** may need **your** consent to this processing.

**You** may withhold or withdraw **your** consent, or ask **us** not to continue processing at any time by contacting **us** using the details below. However, if **you** do this, **we** may be unable to process **your** enquiry or claim or continue to provide **you** with insurance.

**We** will exchange data about **you** with other parties in order to provide **you** with and administer this insurance and any claims.

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

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

**You** have the right to access a copy of **your** personal data held by **us** (and have this transferred to a third party) or request rectification of **your** personal data if it is inaccurate or incomplete. In certain circumstances, **you** also have the right to object to the processing



of **your** personal data, to request erasure of **your** personal data or to restrict our **use** of **your** personal data. If **you** wish to exercise **your** rights about how **we** process **your** data, please write to:

The Data Protection Officer,  
Trinity Insurance 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

Email: [DPO@tmhcc.com](mailto:DPO@tmhcc.com)

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

## Financial Services Compensation Scheme

**We** are members of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if **we** are unable to meet **our** liabilities under this insurance. This depends on the type of business and the circumstances of the claim. Further information about the compensation scheme arrangements is available from FSCS.

Information can be obtained on request or by visiting the FSCS website at: [www.fscs.org.uk](http://www.fscs.org.uk)

Signed for and on behalf of HCC International Insurance Company plc.



The following words or phrases have the same meaning whenever they appear in this **policy**. These words are in bold.

### Accidental Damage

Damage caused as a direct result of a single unexpected event.

### Building(s)

**Your home** and its permanent fixtures and fittings, used for domestic purposes, including central heating fuel tanks, gas tanks, septic tanks, hard tennis courts, fixed swimming pools, fixed hot tubs, fixed jacuzzis and fixed spas, terraces, patios, drives, paths, walls, fences and gates.

**Your home** (unless shown differently on the **schedule**) must be built of brick, stone or concrete (but not prefabricated walls or panels), with a slate, tiled, concrete or felt roof. Unless shown on the **schedule**, no more than 50% of the roof area may be flat or covered with felt.

### Business Equipment

Furniture, computers (including keyboards and monitors), printers, modems, fax machines, photocopiers and telecommunications equipment in **your home** (other than equipment belonging to **your employer**).

### Contents

Household goods, furniture, carpets, **personal belongings** and clothing in **your home**, belonging to **You** or for which **You** are legally responsible including:

- **money and credit cards** up to £1,000 in total;
- guests' clothing and **personal belongings** up to £500 any one visitor;
- stamp, coin, medals, banknotes or other collections up to £5,000 in total;
- **valuables**:
  - up to £20,000, unless a different amount is shown in the **schedule**
  - up to £5,000 for any one item, pair or set unless a different amount is shown in the **schedule**;
- free-standing hot tubs, jacuzzis and spas;
- radio or television aerials, satellite receivers and masts fixed to or in the **home**;
- **business equipment** up to £5,000 in total;
- pedal cycles up to £5,000 in total, £3,000 per cycle.

**Contents** do not include:

- any property which is more specifically insured by this or any other insurance;
- any living creature;
- motor vehicles, electrically-, mechanically- or power-assisted vehicles (other than domestic gardening equipment or wheelchairs), caravans, trailers, aircraft (including drones), hang-gliders, hovercraft, land or sand yachts, parakarts, jet-skis or watercraft or any parts or accessories for any of these items;
- landlord's fixtures and fittings;
- any property used or held for business, profession or trade purposes other than **business equipment**;
- any part of the **buildings**, except improvements and decoration in the **home** for which **You** are legally responsible under a tenancy agreement.



## Downloaded Electronic Information

Non-recoverable electronic information legally downloaded by **You** or a member of **your family** from a legitimate worldwide website, which **You** or a member of **your family** have bought and hold a valid receipt for.

## Family

**You**, **your** domestic partner, children (including adopted and foster children), parents and other relatives who normally live with **You**.

## Heave

Upward movement of the ground beneath the **buildings** as a result of the soil expanding.

## Home

The private living accommodation, garages and outbuildings (but not a caravan or mobile **home**) used for domestic purposes, at the address shown on the **schedule**.

## Landslip

Downward movement of sloping ground.

## Money

Personal **money** held for private purposes including:

- cash, cheques, traveller's cheques;
- premium bonds and National Saving stamps and certificates;
- postal or **money** orders and unused current postage stamps;
- gas, electricity, television licence or other service payment stamps;
- gift vouchers or tokens, luncheon vouchers;
- travel tickets and season tickets;
- phonecards or mobile phone top-up vouchers.

## Occupant

**You** or a member of **your family** or a person authorised by **You** living in the **home**.

## Period of Insurance

The length of time covered by this insurance (as shown on the **schedule**) and any extra period for which **we** accept **your** premium.

## Personal Belongings

Articles which **You** normally wear or carry with **You**.

**Personal belongings** do not include:

- tools or instruments used or held for business, profession or trade purposes;
- **valuables**;
- **money** and credit cards;
- pedal cycles;
- motor vehicles, electrically-, mechanically- or power assisted vehicles (other than domestic gardening equipment), caravans, trailers, aircraft (including drones), hang-gliders, hovercraft, land or sand yachts, parakarts, jet-skis or watercraft or any parts or accessories for these items;
- any property which is more specifically insured by this or other insurance.



### Settlement

Downward movement as a result of the ground being compressed by the weight of the **buildings**.

### Storm

A period of violent weather which may incorporate:

- wind speeds of at least 48 knots (55mph)
- torrential rain, falling at a rate of at least 25mm an hour
- snow to a depth of at least one foot (30 centimetres) in a 24 hour period
- hail of such intensity that it causes damage to hardened surfaces or breaks glass.

### Subsidence

Downward movement of the ground beneath the **buildings** where the movement is unconnected with the weight of the building.

### Unfurnished

Without enough furniture and furnishings for normal living purposes.

### United Kingdom

England, Scotland and Wales, Northern Ireland, the Isle of Man and the Channel Islands.

### Unoccupied

Where **your home** has been left without an **occupant** for more than 90 days in a row.

### Valuables

Jewellery, watches, furs, articles made of gold, silver and other precious metals, gemstones, photographic equipment, pictures and other works of art, guns.

### We, Us, Our

The insurer providing **your** cover, HCC International Insurance Company plc, trading as Tokio Marine HCC.

### You, Your

The person or people named on the **schedule** as the insured and **your family**.





The schedule will show if this cover applies.	
What is covered	What is not covered
<b>Insured events</b>	
Loss or damage to the <b>buildings</b> during the <b>period of insurance</b> caused by the following:	The first £75 of every claim except for Insured events 13 and 14, unless stated otherwise in the <b>policy schedule</b> .
1 Fire and smoke.	<ul style="list-style-type: none"> <li>• Scorching, singeing and melting.</li> </ul>
2 Earthquake.	
3 Explosion.	
4 Lightning.	
5 Aircraft and other flying objects or anything dropped from them.	
6 Riot, civil commotion, strikes and labour or political disturbances.	
7 Being hit by any vehicle, train or animal.	<ul style="list-style-type: none"> <li>• Loss or damage caused by pets.</li> <li>• Loss or damage caused to:                             <ul style="list-style-type: none"> <li>• paths or drives by the weight of any vehicle;</li> <li>• roads, land, pavements, piers, jetties, bridges and culverts.</li> </ul> </li> </ul>
8 Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings or masts.	
9 Falling trees or branches, telegraph poles or lamp-posts including the reasonable cost of removing fallen trees or branches if the <b>buildings</b> have been damaged at the same time.	<ul style="list-style-type: none"> <li>• Loss or damage                             <ul style="list-style-type: none"> <li>• to fences and gates;</li> <li>• caused by cutting down or trimming trees or branches.</li> </ul> </li> </ul>
10 Theft or attempted theft.	<ul style="list-style-type: none"> <li>• Loss or damage:                             <ul style="list-style-type: none"> <li>• caused by <b>You</b> or <b>your</b> guests or tenants;</li> <li>• while the <b>home</b> is <b>unfurnished</b> or <b>unoccupied</b>;</li> <li>• while the <b>home</b> is lent, let, sublet or shared, unless there has been forced and violent entry into or exit out of the <b>home</b>.</li> </ul> </li> </ul>
11 Malicious acts or vandalism.	<ul style="list-style-type: none"> <li>• Loss or damage:                             <ul style="list-style-type: none"> <li>• caused by <b>You</b> or <b>your</b> guests or tenants;</li> <li>• while the <b>home</b> is <b>unfurnished</b> or <b>unoccupied</b>.</li> <li>• while the <b>home</b> is lent, let, sublet or shared, unless there has been forced and violent entry into or exit out of the <b>home</b>.</li> </ul> </li> </ul>
12 Flood.	<ul style="list-style-type: none"> <li>• Loss or damage caused by:                             <ul style="list-style-type: none"> <li>• frost;</li> <li>• <b>subsidence, heave</b> or <b>landslip</b>;</li> <li>• rising ground water levels.</li> </ul> </li> <li>• Loss or damage to fences and gates.</li> </ul>



The schedule will show if this cover applies.	
<b>What is covered</b>	<b>What is not covered</b>
<p><b>13</b> Water or oil leaking or spilling from any fixed domestic water or heating installation, swimming pool, hot tub, jacuzzi, spa, aquarium, washing machine, refrigerator, freezer or dishwasher.</p>	<ul style="list-style-type: none"> <li>• The first £500 of every claim unless stated otherwise in the <b>policy schedule</b>.</li> <li>• Loss or damage caused by:                             <ul style="list-style-type: none"> <li>• <b>subsidence, heave or landslip</b>;</li> <li>• faulty workmanship;</li> <li>• chemicals or a chemical reaction;</li> <li>• the escape of water from guttering, rainwater downpipes, roof valleys and gullies.</li> </ul> </li> <li>• Loss or damage:                             <ul style="list-style-type: none"> <li>• to the installation itself;</li> <li>• if the installation is outdoors or in an outbuilding, unless the installation is connected to a domestic heating boiler protected by a frost-stat device.</li> </ul> </li> <li>• Loss or damage while the <b>home is unfurnished or unoccupied</b>.</li> </ul>
<p><b>14</b> <b>Subsidence or heave</b> of the site on which the <b>buildings</b> stand, or <b>landslip</b>.</p>	<ul style="list-style-type: none"> <li>• The first £1,000 of every claim unless stated otherwise in the <b>policy schedule</b>.</li> <li>• Loss or damage caused by:                             <ul style="list-style-type: none"> <li>• coastal or river erosion;</li> <li>• new structures bedding down, expanding or shrinking;</li> <li>• normal <b>settlement</b>;</li> <li>• newly made up (surfaced) ground settling;</li> <li>• faulty design, workmanship or materials;</li> <li>• construction work or repairing, demolishing or altering the <b>buildings</b>;</li> <li>• the action of chemicals on or the reaction of chemicals with any materials which form part of the <b>buildings</b>.</li> </ul> </li> <li>• Loss or damage to:                             <ul style="list-style-type: none"> <li>• swimming pools, hot tubs, jacuzzis, spas, hard tennis courts, terraces, patios, drives, paths, walls, fences and gates, unless the private living accommodation is damaged at the same time and by the same cause;</li> <li>• solid floor slabs or damage resulting from them moving, unless the foundations beneath the supporting walls of the private living accommodation are damaged at the same time and by the same cause;</li> <li>• the <b>buildings</b>, if compensation is provided by law, the National House Building Council Scheme or any other similar guarantee.</li> </ul> </li> </ul>
<p><b>15</b> Storm.</p>	<ul style="list-style-type: none"> <li>• Loss or damage caused by:                             <ul style="list-style-type: none"> <li>• frost;</li> <li>• <b>subsidence, heave or landslip</b>;</li> <li>• rising ground water levels.</li> </ul> </li> <li>• Loss or damage to:                             <ul style="list-style-type: none"> <li>• fences and gates;</li> <li>• radio or television aerials, fixed satellite dishes, their fittings or masts.</li> </ul> </li> </ul>



We will also cover the following:	
What is covered	What is not covered
<b>1 Accidental breakage</b>	
<p>Accidental breakage of:</p> <ul style="list-style-type: none"> <li>fixed glass forming part of the <b>buildings</b> including the cost of necessary boarding up before replacing broken glass;</li> <li>fixed sanitary fittings;</li> <li>ceramic glass in cooker hobs of built-in units;</li> <li>fixed solar panels forming part of the <b>buildings</b>.</li> </ul>	<ul style="list-style-type: none"> <li>The first £150 excess of every claim unless stated otherwise in the <b>policy schedule</b>.</li> <li>Loss or damage while the <b>home</b> is <b>unfurnished</b> or <b>unoccupied</b>.</li> <li>Damage caused by chewing, tearing, scratching or fouling by pets.</li> </ul>
<b>2 Loss of rent or costs for alternative accommodation</b>	
<p>a) While the <b>home</b> cannot be lived in as a result of loss or damage covered by an insured event under this section, <b>we</b> will pay:</p> <ul style="list-style-type: none"> <li>rent <b>You</b> would have received from an existing tenant if the <b>home</b> could have been lived in; or</li> <li>the cost of similar alternative accommodation for <b>You, your family</b> and <b>your</b> pets including the cost of temporary storage for <b>your</b> furniture.</li> </ul> <p>b) If, as a direct result of damage caused to a neighbouring property, <b>You</b> are refused access to the <b>home</b>, which <b>You</b> are living in, <b>we</b> will pay one of the following for up to two weeks:</p> <ul style="list-style-type: none"> <li>the reasonable cost of alternative accommodation for <b>You, your family</b> and <b>your</b> pets; or</li> <li>the rent <b>You</b> have to pay.</li> </ul> <p><b>We</b> will only pay if the damage caused to the neighbouring property would have been covered by an event insured under this section.</p>	<ul style="list-style-type: none"> <li>Any amount exceeding £25,000 in total. If <b>You</b> claim for such loss under Section ONE: <b>Buildings</b> and Section TWO: <b>Contents</b>, <b>your</b> insurer will not pay more than £50,000 in total; <ul style="list-style-type: none"> <li>any costs recoverable elsewhere</li> <li>any costs incurred without <b>our</b> agreement to pay</li> <li>any costs after the property is reinstated and ready for habitation.</li> </ul> </li> </ul>
<b>3 Selling your home</b>	
<p>If <b>You</b> sell the <b>home</b>, from the date <b>You</b> exchange contracts, <b>we</b> will give the buyer the benefit of cover under Section ONE: <b>Buildings</b>, until the sale is completed, as long as this is within the <b>period of insurance</b>.</p>	<ul style="list-style-type: none"> <li>Any claim for loss or damage to the <b>buildings</b> if the buyer is insured under any other insurance.</li> </ul>
<b>4 Emergency access</b>	
<p>Loss or damage to the <b>buildings</b> caused by a member of the emergency services breaking into the <b>home</b>:</p> <ul style="list-style-type: none"> <li>to rescue <b>You</b>, a member of <b>your family</b>, a guest, a tenant or an employee;</li> <li>to deal with a medical emergency; or</li> <li>to prevent damage to the <b>home</b>.</li> </ul>	<ul style="list-style-type: none"> <li>Any amount over £3,000 for any one claim.</li> </ul>
<b>5 Building fees and the cost of removing debris</b>	
<p>After a claim, which is covered by an insured event under Section ONE: <b>Buildings</b>, <b>we</b> will pay the following:</p> <ul style="list-style-type: none"> <li>the cost of architects', surveyors', civil engineers', solicitors' and other fees to repair or rebuild the <b>buildings</b>;</li> <li>the cost of removing debris and demolishing or supporting parts of the <b>buildings</b> which have been damaged, in order to make the site safe;</li> <li>the extra costs of rebuilding or repairing the damaged parts of the <b>buildings</b> to meet any regulations or laws set by Acts of Parliament or local authorities.</li> </ul>	<ul style="list-style-type: none"> <li>Any costs: <ul style="list-style-type: none"> <li>for preparing a claim;</li> <li>which relate to undamaged parts of the <b>buildings</b>, except the foundations of the damaged parts of the <b>buildings</b>;</li> <li>involved in meeting regulations and laws if notice was served on <b>You</b> before the loss or damage happened;</li> <li>for making the site stable.</li> </ul> </li> </ul>



What is covered	What is not covered
<p><b>6 Accidental damage to underground cables, pipes and tanks</b></p> <p><b>Accidental damage</b> to underground cables, pipes and tanks serving the <b>home</b> for which <b>You</b> are legally responsible.</p>	<ul style="list-style-type: none"> <li>• The first £150 of every claim unless stated otherwise in the <b>policy schedule</b>.</li> <li>• Loss or damage while the <b>home</b> is <b>unfurnished</b> or <b>unoccupied</b>.</li> <li>• The cost of clearing blocked sewer pipes, drains, soakaways, underground pipes or tanks.</li> <li>• Loss or damage caused by <b>subsidence</b> or <b>heave</b> of the land, or <b>landslip</b>.</li> <li>• Loss or damage caused to pitch fibre pipes as a result of pressure from weight of soil or other covering material.</li> <li>• Delamination of pitch fibre pipes.</li> <li>• Any costs for clearing blocked sewer pipes, drains, soakaways, underground pipes or tanks;               <ul style="list-style-type: none"> <li>• over £5,000;</li> <li>• where the damage is a result of misuse or carelessness, for example; flushing wipes or food down the pipes.</li> </ul> </li> </ul>
<p><b>7 Metered water</b></p> <p>Accidental leakage of metered water caused by an event insured under Section ONE: <b>Buildings</b>.</p> <p><b>You</b> may only claim this benefit under one section of this document.</p>	<ul style="list-style-type: none"> <li>• The first £75 of every claim unless stated otherwise in the <b>policy schedule</b>.</li> <li>• Loss or damage while the <b>home</b> is <b>unfurnished</b> or <b>unoccupied</b>.</li> <li>• £1,000 for any one claim, or £2,000 in total in any <b>period of insurance</b> for charges <b>You</b> have to pay to <b>your</b> water provider.</li> </ul>
<p><b>8 Tracing and accessing leaks</b></p> <p>If the <b>buildings</b> are damaged by water escaping from tanks, pipes, or fixed heating systems in the <b>home</b>, <b>we</b> will pay the cost of removing and replacing any other part of the <b>buildings</b> necessary to find and repair the source of the leak and making good.</p>	<ul style="list-style-type: none"> <li>• The first £75 of every claim unless stated otherwise in the <b>policy schedule</b>.</li> <li>• Any amount over £5,000 for any one claim.</li> </ul>
<p><b>9 Replacing keys and locks</b></p> <p>If <b>your</b> keys are lost or stolen, <b>we</b> will pay for replacement locks and keys to:</p> <ul style="list-style-type: none"> <li>• intruder alarms and safes installed in the <b>home</b>; and</li> <li>• an outside door of the <b>home</b>.</li> </ul>	<ul style="list-style-type: none"> <li>• Any amount over £750 for any one claim.</li> </ul>



The schedule will show if this cover applies.	
<b>What is covered</b>	<b>What is not covered</b>
Accidental damage to the buildings	
	<ul style="list-style-type: none"> <li>• The first £150 of every claim unless stated otherwise in the <b>policy schedule</b>.</li> <li>• Damage caused by:             <ul style="list-style-type: none"> <li>• chewing, tearing, scratching or fouling by pets;</li> <li>• frost, the atmosphere, or fading caused by light;</li> <li>• the <b>buildings</b> moving, shrinking, collapsing or cracking or by <b>settlement</b>;</li> <li>• any process of cleaning, repairing, dyeing, renovating or maintaining the <b>buildings</b>;</li> <li>• faulty workmanship, design, or materials; or</li> <li>• any water seeping into the <b>home</b>.</li> </ul> </li> <li>• Damage to domestic fuel tanks, hard tennis courts, swimming pools, hot tubs, jacuzzis, spas, terraces, patios, drives, paths, walls, fences, gates, roads, land, pavements, piers, jetties, bridges and culverts.</li> <li>• Damage that happens while the <b>home</b> is being demolished or having repairs or alterations carried out to the structure.</li> <li>• Damage while the <b>home</b> is <b>unfurnished</b> or <b>unoccupied</b>.</li> <li>• Damage shown under the “What is covered” and “What is not covered” part of:             <ul style="list-style-type: none"> <li>• insured events 1 to 15; and</li> <li>• extra benefits included with <b>buildings</b>.</li> </ul> </li> </ul>



**We** will decide whether to pay the cost of repairing or replacing the part of the **buildings** damaged or destroyed if:

- the sum insured is enough to rebuild the **buildings**;
- the repair or rebuilding is carried out immediately after **we** give **our** approval (other than **emergency repairs**, which should be carried out immediately); and
- the **buildings** were in a good state of repair and properly maintained.

If the loss or damage to the **buildings** is not repaired or replaced as **we** have explained above, **we** will then decide to pay either:

- the cost of repairing or replacing the damage, less a deduction for wear and tear; or
- the difference between the market value of the **home** immediately before the damage and its value after the damage.

**We** will not pay the cost of replacing any undamaged or unbroken item or parts of items forming part of a pair, set, suite or collection of the same type, colour, or design if the damage happens to one particular area or to a specific part and replacements cannot be matched.

If **we** have discounted the premium for this section because **You** have not made any claims, **we** may reduce or remove the discount if **You** make a claim.

### Sum Insured

The most **we** will pay under Section ONE: **Buildings** is the sum insured shown on the **schedule** and adjusted in line with index linking. This includes the extra expenses and fees listed under Extra benefit 5 (Building fees and the cost of removing debris) in Section ONE: **Buildings**.

### Under-insurance

If at the time of any loss or damage the cost of rebuilding the whole of the **buildings**, in a new condition similar in size, shape and form, is more than the sum insured for **buildings**, **we** will pay only for the loss or damage in the same proportion. For example, if the sum insured for **buildings** only covers two-thirds of the cost of rebuilding the **buildings**, **we** will only pay two-thirds of the claim.

### Maintaining the Sum Insured

After **we** have settled a claim, **we** will maintain the sum insured for **buildings**, as long as **You** take any reasonable measures **we** suggest to prevent any further loss or damage. **We** will not charge any extra premium for maintaining the sum insured for **buildings**.

### Index Linking

The sum insured for **buildings** will be index linked and will be adjusted in line with the changes in the House Rebuilding Cost Index produced by the Royal Institution of Chartered Surveyors.

If **You** make a claim, index linking will continue during the period when the repair or rebuilding is being carried out, as long as **You** take reasonable action for the repair or rebuilding to be carried out immediately.

**We** will not make a charge for index linking during the **period of insurance**. However, each time **your** insurance is renewed, **we** will work out a new premium for the adjusted sum insured.



<p>For the purpose of this section, bodily injury will include death and disease.</p>	
<p><b>What is covered</b></p>	<p><b>What is not covered</b></p>
<p><b>Liability as the owner of your present home</b></p>	
<p>We will insure <b>your</b> liability as owner to pay for accidents happening in and around the <b>home</b> during the <b>period of insurance</b>. We will provide this cover if the accident results in:</p> <ul style="list-style-type: none"> <li>• <b>bodily injury</b> to any person other than <b>You</b>, or a domestic employee;</li> <li>• loss or damage to property which <b>You</b> or <b>your</b> domestic employees do not own or have legal responsibility for.</li> </ul> <p>We will not pay more than £2,000,000 for any one event plus any costs and expenses <b>we</b> have agreed to in writing.</p> <p>If <b>You</b> die, <b>your</b> personal representatives will have the benefit of the cover under this section.</p>	<p><b>You</b> are not covered for liability arising:</p> <ul style="list-style-type: none"> <li>• as occupier of the <b>buildings</b>;</li> <li>• from any agreement or contract unless <b>You</b> would have been legally liable anyway;</li> <li>• from criminal acts;</li> <li>• as a result of an assault, alleged assault or a deliberate or malicious act;</li> <li>• from owning or occupying any land or <b>buildings</b> other than the <b>home</b>;</li> <li>• where <b>You</b> are entitled to cover from another source;</li> <li>• from any profession, trade or business;</li> <li>• from paragliding or parasailing;</li> <li>• from any infectious disease or condition;</li> <li>• from <b>You</b> owning or using any:             <ul style="list-style-type: none"> <li>• power-operated lift other than stairlifts</li> <li>• electrically-, mechanically- or power-assisted vehicles (including children's motorcycles and motor cars) or horse-drawn vehicles (other than domestic gardening equipment not licensed for road use)</li> <li>• aircraft (including drones), hang-gliders, hovercraft, land or sand yachts, parakarts, jet-skis or watercraft (other than rowing boats or canoes)</li> <li>• caravans or trailers</li> <li>• animals other than <b>your</b> pets</li> <li>• animals of a dangerous species and livestock as defined in the Animals Act 1971 (other than horses used for private hacking)</li> <li>• dogs listed under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991, or any amending legislation.</li> </ul> </li> </ul>
<p><b>Liability as the owner of your previous homes</b></p>	
<p>We will insure <b>your</b> liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 as owner of any previous <b>home</b> which <b>You</b> occupied, for accidents happening in and around that <b>home</b> which result in:</p> <ul style="list-style-type: none"> <li>• <b>bodily injury</b> to any person other than <b>You</b> or a domestic employee;</li> <li>• loss or damage to property which <b>You</b> or <b>your</b> domestic employees do not own or have legal responsibility for.</li> </ul> <p>We will not pay more than £2,000,000 for any one event plus any costs and expenses <b>we</b> have agreed to in writing.</p> <p>If <b>You</b> die, <b>your</b> personal representatives will have the benefit of the cover under this section.</p>	<p>Liability arising:</p> <ul style="list-style-type: none"> <li>• from an incident which happens over seven years after this insurance ends or the <b>home</b> was sold;</li> <li>• from any cause for which <b>You</b> are entitled to cover under another source;</li> <li>• from the cost of correcting any fault or alleged fault;</li> <li>• where a more recent insurance covers the liability.</li> </ul>



The schedule will show if this cover applies.	
What is covered	What is not covered
<b>Insured events</b>	
Loss or damage to the <b>contents</b> while in the <b>home</b> during the <b>period of insurance</b> caused by the following:	The first £75 of every claim except for Insured event 13, unless stated otherwise in the <b>policy schedule</b> .
1 Fire and smoke.	<ul style="list-style-type: none"> <li>Scorching, singeing and melting.</li> </ul>
2 Earthquake.	
3 Explosion.	
4 Lightning.	
5 Aircraft and other flying objects or anything dropped from them.	
6 Riot, civil commotion, strikes and labour or political disturbances.	
7 Being hit by any vehicle, train or animal.	<ul style="list-style-type: none"> <li>Loss or damage caused by pets.</li> </ul>
8 Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings or masts.	
9 Falling trees or branches, telegraph poles or lamp-posts.	<ul style="list-style-type: none"> <li>Loss or damage caused by cutting down or trimming trees or branches.</li> </ul>
10 Theft or attempted theft.	<ul style="list-style-type: none"> <li>Any amount over £3,000 for loss or damage from any garage or outbuilding for any one claim.</li> <li>Loss or damage:                             <ul style="list-style-type: none"> <li>caused by <b>You</b> or <b>your</b> guests or tenants;</li> <li>while the <b>home</b> is <b>unfurnished</b> or <b>unoccupied</b>,</li> <li>while the <b>home</b> is lent, let, sublet, or shared, unless there has been forced and violent entry into or exit out of the <b>home</b>;</li> <li>to <b>valuables</b> or <b>money</b> in any garage or outbuilding.</li> </ul> </li> </ul>
11 Malicious acts or vandalism.	<ul style="list-style-type: none"> <li>Loss or damage:                             <ul style="list-style-type: none"> <li>caused by <b>You</b> or <b>your</b> guests or tenants;</li> <li>while the <b>home</b> is <b>unfurnished</b> or <b>unoccupied</b>.</li> </ul> </li> </ul>
12 Flood.	<ul style="list-style-type: none"> <li>Loss or damage while the <b>home</b> is <b>unfurnished</b> or <b>unoccupied</b> caused by:                             <ul style="list-style-type: none"> <li>frost;</li> <li>rising ground water levels.</li> </ul> </li> <li>Loss or damage to <b>contents</b> outside the <b>home</b>.</li> </ul>





The schedule will show if this cover applies.	
What is covered	What is not covered
<b>Insured events</b>	
Loss or damage to the <b>contents</b> while in the <b>home</b> during the <b>period of insurance</b> caused by the following:	The first £75 of every claim except for Insured event 13, unless stated otherwise in the <b>policy schedule</b> .
<p><b>13</b> Water or oil leaking or spilling from any fixed domestic water or heating installation, swimming pool, hot tub, jacuzzi, spa, aquarium, washing machine, refrigerator, freezer or dishwasher.</p>	<ul style="list-style-type: none"> <li>• The first £500 of every claim unless stated otherwise in the <b>policy schedule</b>. The cost of the water or oil.</li> <li>• Loss or damage caused by:                             <ul style="list-style-type: none"> <li>• faulty workmanship;</li> <li>• chemicals or a chemical reaction;</li> <li>• water escaping from guttering, rainwater downpipes, roof valleys and gullies.</li> </ul> </li> <li>• Loss or damage:                             <ul style="list-style-type: none"> <li>• to the installation itself;</li> <li>• if the installation is outdoors or in an outbuilding, unless the installation is connected to a domestic heating boiler protected by a frost-stat device.</li> </ul> </li> <li>• Loss or damage while the <b>home</b> is <b>unfurnished</b> or <b>unoccupied</b>.</li> </ul>
<p><b>14</b> <b>Subsidence</b> or <b>heave</b> of the site on which the <b>buildings</b> stand, or <b>landslip</b>.</p>	<ul style="list-style-type: none"> <li>• Loss or damage caused by:                             <ul style="list-style-type: none"> <li>• coastal or river erosion;</li> <li>• new structures bedding down, expanding or shrinking;</li> <li>• normal <b>settlement</b>;</li> <li>• newly made up (surfaced) ground settling;</li> <li>• faulty design, workmanship or materials;</li> <li>• construction work or repairing, demolishing or altering the <b>buildings</b>;</li> <li>• solid floor slabs moving unless the foundations beneath the supporting walls of the private living accommodation are damaged at the same time and by the same cause.</li> </ul> </li> </ul>
<p><b>15</b> <b>Storm</b>.</p>	<ul style="list-style-type: none"> <li>• Loss or damage:                             <ul style="list-style-type: none"> <li>• caused by frost;</li> <li>• to <b>contents</b> outside the <b>home</b>.</li> </ul> </li> </ul>



We will also cover the following.	
What is covered	What is not covered
<b>1 Accidental breakage</b>	
<p>Accidental breakage of:</p> <ul style="list-style-type: none"> <li>glass tops and fixed glass in furniture;</li> <li>ceramic glass in cooker hobs;</li> <li>mirrors.</li> </ul>	<ul style="list-style-type: none"> <li>The first £150 of every claim unless stated otherwise in the <b>policy schedule</b>.</li> <li>Loss or damage while the <b>home</b> is <b>unfurnished</b> or <b>unoccupied</b>.</li> <li>Damage caused by chewing, tearing, scratching or fouling by pets.</li> </ul>
<b>2 Loss of rent or costs for alternative accommodation</b>	
<p>a) While the <b>home</b> cannot be lived in as a result of loss or damage covered by an insured event under this section, <b>we</b> will pay:</p> <ul style="list-style-type: none"> <li>the amount of rent <b>You</b> still have to pay, or would have received from an existing tenant; or</li> <li>the cost of similar alternative accommodation for <b>You, your family</b> and <b>your</b> pets including the cost of temporary storage for <b>your</b> furniture.</li> </ul> <p>b) If, as a direct result of damage caused to a neighbouring property, <b>You</b> are refused access to the <b>home</b>, which <b>You</b> are living in, <b>we</b> will pay one of the following for up to two weeks:</p> <ul style="list-style-type: none"> <li>the reasonable cost of alternative accommodation for <b>You, your family</b> and <b>your</b> pets; or</li> <li>the rent <b>You</b> have to pay.</li> </ul> <p><b>We</b> will only pay if the damage caused to the neighbouring property would have been covered by an event insured under this section.</p>	<ul style="list-style-type: none"> <li>Any amount exceeding £25,000 in total. If <b>You</b> claim for such loss under Section TWO: <b>Contents</b> and Section ONE: <b>Buildings</b>, <b>your</b> insurer will not pay more than £50,000 in total; <ul style="list-style-type: none"> <li>any costs recoverable elsewhere</li> <li>any costs incurred without <b>our</b> agreement to pay</li> <li>any costs after the property is reinstated and ready for habitation.</li> </ul> </li> </ul>
<b>3 Television sets, video and audio equipment and computers</b>	
<p><b>Accidental damage</b> to:</p> <ul style="list-style-type: none"> <li>television sets, audio, video and computer equipment in the <b>home</b>;</li> <li>radio or television aerials and satellite dishes, their fittings and masts fixed to or in the <b>home</b>.</li> </ul>	<ul style="list-style-type: none"> <li>The first £75 of every claim unless stated otherwise in the <b>policy schedule</b>.</li> <li>Loss or damage caused by: <ul style="list-style-type: none"> <li>chewing, tearing, scratching or fouling by pets;</li> <li>frost, the atmosphere, or fading caused by light;</li> <li>any process of cleaning, repairing, renovating or maintaining the item;</li> <li>heating, drying, dyeing, washing, restoring, dismantling or breakdown;</li> <li>faulty workmanship, design or materials;</li> <li>information being erased or damaged on computer equipment.</li> </ul> </li> <li>Loss or damage to: <ul style="list-style-type: none"> <li>styluses, recording heads, records, audio tapes, video tapes or cassettes, disks and computer software;</li> <li>mobile or portable phones or pagers;</li> <li>computers or computer equipment designed to be portable, while it is being carried, moved or transported;</li> <li>video cameras and camcorders.</li> </ul> </li> </ul>



We will also cover the following.	
What is covered	What is not covered
<p><b>4 Metered water</b></p> <p>Accidental leakage of metered water caused by an event insured under Section TWO: <b>Contents</b>.</p>	<ul style="list-style-type: none"> <li>The first £75 of every claim unless stated otherwise in the <b>policy schedule</b>.</li> <li>Any amount over £1,000 for any one claim, or £2,000 in total</li> <li>Loss or damage while the <b>home</b> is <b>unfurnished</b> or <b>unoccupied</b>.</li> </ul>
<p><b>5 Household removal</b></p> <p>Accidental loss or <b>accidental damage</b> to the <b>contents</b> while professional removal contractors are moving them from the <b>home</b> to <b>your</b> new permanent address within the <b>United Kingdom</b>, including while in temporary storage for up to five days.</p>	<ul style="list-style-type: none"> <li>The first £75 of every claim unless stated otherwise in the <b>policy schedule</b>.</li> <li>Loss or damage to: <ul style="list-style-type: none"> <li>pictures, china, glass, pottery, porcelain or other brittle substances, and audio, visual and computer equipment, unless they are packed and loaded by professional removal contractors;</li> <li><b>money</b>, credit cards or <b>valuables</b>.</li> </ul> </li> </ul>
<p><b>6 Contents temporarily removed from the home</b></p> <p>Loss or damage to the <b>contents</b> while temporarily removed from the <b>home</b>, but within the <b>United Kingdom</b> and the loss or damage is caused by:</p> <ul style="list-style-type: none"> <li>Insured events 1 to 9, or 11 or 13; or</li> <li>Theft or attempted theft (involving a forced and violent entry) from: <ul style="list-style-type: none"> <li>a bank or safe deposit or while being transported by <b>You</b> to and from any bank or safe deposit</li> <li>a building used by <b>You</b> as temporary or holiday accommodation</li> <li>a building where <b>You</b> work or are temporarily living.</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>The first £75 of every claim unless stated otherwise in the <b>policy schedule</b>.</li> <li>Any amount over £2,000.</li> <li>Any amount over £3,000 for <b>contents</b> in garages or outbuildings, for any one claim.</li> <li>Loss or damage: <ul style="list-style-type: none"> <li>to property belonging to <b>You</b> while <b>You</b> are living in a school boarding house or college or university halls of residence accommodation;</li> <li>caused by theft or attempted theft, unless there has been forced and violent entry into or exit from the <b>buildings</b>;</li> <li>while the <b>contents</b> are in a furniture store, salesroom or exhibition;</li> <li>while the <b>contents</b> are being worn, used or carried by <b>You</b>.</li> </ul> </li> </ul>
<p><b>7 Contents in the open</b></p> <p>Loss or damage caused by Insured events 1 to 11 or 13 to <b>contents</b> kept in the open but within the boundaries of the land belonging to the <b>home</b>.</p>	<ul style="list-style-type: none"> <li>The first £75 of every claim unless stated otherwise in the <b>policy schedule</b>.</li> <li>Any amount over £2,500 for any one claim, except for freestanding jacuzzis, hot tubs or spas.</li> <li>Any amount over £2,000 for any one claim (£250 for any single item) of trees, shrubs, plants and lawns.</li> <li>Loss or damage to: <ul style="list-style-type: none"> <li><b>money</b>, credit cards, <b>valuables</b>;</li> <li>property in or on any motor vehicle, trailer, boat, caravan or mobile <b>home</b>.</li> </ul> </li> <li>Loss or damage while the <b>home</b> is <b>unfurnished</b> or <b>unoccupied</b>.</li> </ul>
<p><b>8 Wedding gifts</b></p> <p>For one month before and one month after <b>your</b> wedding day, <b>we</b> will increase the sum insured for <b>contents</b> by £5,000 to cover <b>your</b> wedding gifts.</p>	



We will also cover the following.	
What is covered	What is not covered
<p><b>9 Religious festivals and birthday or wedding anniversaries</b></p> <p>For the month before and month after <b>your</b> religious festival, birthday or wedding anniversary, <b>we</b> will increase the sum insured for <b>contents</b> by £5,000 to cover associated gifts</p>	<ul style="list-style-type: none"> <li>• The first £75 of every claim unless stated otherwise in the <b>policy schedule</b>.</li> <li>• Loss or damage while the <b>home</b> is <b>unfurnished</b> or <b>unoccupied</b>.</li> <li>• Damage caused by chewing, tearing, scratching or fouling by pets.</li> </ul>
<p><b>10 Replacing keys and locks</b></p> <p>If <b>your</b> keys are lost or stolen, <b>we</b> will pay for replacement locks and keys to:</p> <ul style="list-style-type: none"> <li>• intruder alarms and safes installed in the <b>home</b>; and</li> <li>• an outside door of the <b>home</b>.</li> </ul>	<ul style="list-style-type: none"> <li>• Any amount over £750 for any one claim.</li> </ul>
<p><b>11 Fridge and freezer contents</b></p> <p>Loss or damage to food or drink in any freezer or refrigerator at the <b>home</b> caused by:</p> <ul style="list-style-type: none"> <li>• a change in temperature of the fridge or freezer;</li> <li>• contamination by the escape of refrigerant or refrigerant fumes.</li> </ul>	<ul style="list-style-type: none"> <li>• The first £75 of every claim unless stated otherwise in the <b>policy schedule</b>.</li> <li>• Loss or damage: <ul style="list-style-type: none"> <li>• caused by the deliberate act of the supply authority;</li> <li>• caused by <b>your</b> deliberate act or neglect;</li> </ul> </li> <li>• If <b>your</b> gas or electricity is cut off because <b>You</b> have not paid a bill.</li> </ul>
<p><b>12 Compensation for death</b></p> <p>If <b>You</b> die from an injury within six months of the injury happening, <b>we</b> will pay £10,000 in total for each person over sixteen years of age killed and £5,000 for each person under sixteen years of age killed, as long as the injury happens in the <b>home</b> as a result of:</p> <ul style="list-style-type: none"> <li>• fire and smoke;</li> <li>• earthquake, explosion or lightning;</li> <li>• aircraft and other flying objects or anything dropped or falling from them;</li> <li>• strikes and labour or political disturbances;</li> <li>• being hit by any vehicle, train or animal;</li> <li>• theft or attempted theft;</li> <li>• <b>storm</b> or flood;</li> </ul>	<ul style="list-style-type: none"> <li>• Any amount over £10,000 for each insured person over sixteen years of age at time of death.</li> <li>• Any amount over £5,000 for each insured person sixteen years of age or under at time of death.</li> </ul>
<p><b>13 Domestic oil</b></p> <p>Accidental leakage of heating oil from domestic tanks, caused by an event insured under Section TWO: <b>Contents</b>.</p>	<ul style="list-style-type: none"> <li>• The first £75 of every claim unless stated otherwise in the <b>policy schedule</b>.</li> <li>• Any amount over £1,000 for any one claim.</li> </ul>
<p><b>14 Replacing documents</b></p> <p><b>We</b> will pay for the cost of replacing the deeds of the <b>home</b> and documents which are lost or damaged as a result of an event insured under Section TWO: <b>Contents</b>.</p>	<ul style="list-style-type: none"> <li>• The first £75 of every claim unless stated otherwise in the <b>policy schedule</b>.</li> <li>• Any amount over £2,500 for any one claim.</li> </ul>



We will also cover the following.	
What is covered	What is not covered
<b>15 New purchases</b>	
We will extend the existing cover <b>You</b> have under Section TWO: <b>Contents</b> by up to £3,000 to cover new purchases <b>You</b> make, as long as <b>You</b> tell <b>us</b> within 21 days of the purchase and <b>You</b> pay the extra premium <b>we</b> ask for.	
<b>16 Downloaded electronic information</b>	
We will pay the cost of replacing <b>downloaded electronic information</b> following loss or damage to <b>contents</b> which is covered under Section TWO: <b>Contents</b> .	<ul style="list-style-type: none"> <li>• The first £75 of every claim unless stated otherwise in the <b>policy schedule</b>.</li> <li>• Any amount over £1,500 for any one claim.</li> </ul>
<b>17 Tenant's greenhouses and sheds</b>	
Loss or damage caused by Insured events 1 to 13 under Section ONE: <b>Buildings</b> , to greenhouses and sheds <b>You</b> install at the <b>home</b> address and which <b>You</b> own.	<ul style="list-style-type: none"> <li>• The first £75 of every claim unless stated otherwise in the <b>policy schedule</b>.</li> <li>• Any amount over £2,000 for any one claim.</li> </ul>
<b>18 Moving as a direct result of violent crime</b>	
If <b>You</b> decide to move as a direct result of murder, manslaughter, rape or serious physical assault committed against <b>You</b> in <b>your home</b> by a non- <b>family</b> member (who criminal charges have been brought against), <b>we</b> will pay up to £5,000 for conveyancing costs, estate agents' fees and removal expenses <b>You</b> have to pay.	
<b>19 Student cover away from home</b>	
We will insure <b>your contents</b> which have been temporarily moved to a school boarding house or college or university halls of residence accommodation, in the <b>United Kingdom</b> .	<ul style="list-style-type: none"> <li>• The first £75 of every claim unless stated otherwise in the <b>policy schedule</b>.</li> <li>• Any amount over £1,000 for any one claim, or £3,000 in total.</li> <li>• Loss or damage caused by theft or attempted theft unless there has been forced and violent entry into or exit from the building.</li> </ul>
<b>20 Visitor's Contents</b>	
The loss or damage to <b>contents</b> belonging to visitors as a result of insured events 1-12.	<ul style="list-style-type: none"> <li>• Any amount exceeding the value of £500 for any one visitor</li> </ul>
<b>21 Jury Service Expenses</b>	
Any amount not exceeding £10 per day to <b>You</b> or any member of <b>your</b> household in respect of loss or irrevocable earnings and additional expenses arising from service as a Juror.	<ul style="list-style-type: none"> <li>• Any amount exceeding the value of £1,000.</li> </ul>
<b>22 Medical Equipment on loan</b>	
For loss or damage as a result of events 1-12 of Section TWO – <b>Contents</b> to specialist medical equipment that has been loaned to <b>You</b> or <b>your family</b> , by a hospital or registered charity and for which <b>You</b> or <b>your family</b> has been made responsible.	<ul style="list-style-type: none"> <li>• Any amount exceeding the value of £5,000.</li> </ul>
<b>23 Memorabilia &amp; Military Collections</b>	
Personal Militaria, Medals & Display Items, such as Uniform, Equipment, Statues, Photographs, and Paintings.  On annual Remembrance related events this cover will be increase to £7,000.	<ul style="list-style-type: none"> <li>• Any amount exceeding the value of £5,000.</li> </ul>



<p>We will also cover the following.</p> <hr/>	
<p><b>What is covered</b></p>	<p><b>What is not covered</b></p>
<p><b>24 Extended Contents cover living in the Mess or Block (SLA)</b></p>	
<p><b>Your contents</b> are covered for theft, loss, or damage whilst <b>You</b> are living in the Mess or Block (SLA), for loss or damage covered by the <b>contents</b> section.</p>	<ul style="list-style-type: none"> <li>• The most <b>we</b> will pay for any one incident is £3,000.</li> <li>• For loss or damage due to theft or attempted theft unless it is caused by a violent and forcible entry.</li> <li>• Loss or damage;             <ul style="list-style-type: none"> <li>• caused by <b>storm</b>, flood, or malicious damage to items not in a building</li> <li>• during removals.</li> </ul> </li> </ul>



The schedule will show if this cover applies.

## What is covered

### Accidental damage to the contents

Accidental damage to the **contents** while they are in the **home**.

## What is not covered

- The first £150 of every claim unless stated otherwise in the **policy schedule**.
- Damage caused by:
  - chewing, tearing, scratching, or fouling by pets;
  - frost, the atmosphere, or fading caused by light;
  - any process of cleaning, repairing, dyeing, renovating, or maintaining the item;
  - faulty workmanship, design, or materials;
  - using the **contents** in a way which is different to the manufacturer's instructions;
  - information being erased or damaged on computer equipment;
  - any water seeping into the **home**.
- Damage to:
  - contact lenses, **money**, credit cards, stamps, coins or other collections;
  - any powered machine while it is being used as a tool and if damage arises directly out of its use;
  - clothing, food and drink;
  - free-standing hot tubs, Jacuzzis and spas.
- Damage while the **home** is **unfurnished** or **unoccupied**.
- Any amount over £2,500 for damage to china, glass, pottery, porcelain, or other brittle substances.
- Damage shown under the "What is covered" and "What is not covered" part of:
  - Insured events 1 to 15; and
  - Extra benefits included with **contents**.



## Basis of Settling Claims

For any item of **contents** that is lost or damaged **we** will at **our** option –

- replace or repair the item or part as new; or
- pay the cost of replacing or repairing the item or part as new; or
- if **we** can repair or replace the item or part but agree to make a cash payment instead it will not be more than the amount it would have cost **us** to replace or repair the item using **our** own suppliers; or
- if no equivalent part or replacement item is available, pay the full cost of the item without any deduction, providing the sum insured is adequate.

**We** will take off an amount for wear and tear for clothing and household linen.

**We** will not pay the cost of replacing any undamaged or unbroken item or parts of items forming part of a pair, set, suite or collection of the same type, colour or design if the damage happens to one particular area or to a specific part and replacements cannot be matched.

**We** will pay the cost of replacing electronic information **You** have downloaded legally, but only if no copies are available on other electronic or computer devices **You** own.

If **we** have discounted the premium for this section because **You** have not made any claims, **we** may reduce or remove the discount if **You** make a claim.

## Sum Insured

The most **we** will pay under Section TWO: **Contents** is the sum insured for **contents** shown on the **schedule**, plus any index linking.

### Under-insurance

If at the time of loss or damage the full cost of replacing **your contents** as new is more than the sum insured for **contents**, **You** will have to pay a share of the claim. For example, if the sum insured for **contents** only covers two-thirds of the replacement value of the **contents**, **we** will only pay two-thirds of the claim.

### Maintaining the Sum Insured

After **we** have settled a claim, **we** will maintain the sum insured for **contents**, as long as **You** take any reasonable measures **we** suggest to prevent further loss or damage. (**We** will not charge any extra premium for maintaining the sum insured for **contents**.)

### Index Linking

The sum insured for **contents** will be index linked. This means that the sum insured will be adjusted in line with changes in the National Statistics Retail Price Index.

If **You** make a claim, the index linking will continue during the period when the repair or replacement is being carried out, as long as **You** take reasonable action for the repair or replacement to be carried out immediately.

**We** will not make a charge for index linking during the **period of insurance**. However, each time **your** insurance is renewed, **we** will work out a new premium for the adjusted sum insured.





<p>For the purpose of this section, <b>bodily injury</b> will include <b>death and disease</b>.</p>	
<p><b>What is covered</b></p>	<p><b>What is not covered</b></p>
<p><b>Personal liability</b></p>	
<p><b>Your</b> legal liability to pay compensation for:</p> <ul style="list-style-type: none"> <li>• <b>bodily injury</b> to any person other than <b>You</b> or a domestic employee;</li> <li>• loss or damage to property which <b>You</b> or <b>your</b> domestic employees do not own or have legal responsibility for.</li> </ul> <p><b>We</b> will provide this cover for accidents which occur during the <b>period of insurance</b> and within the <b>United Kingdom</b> or during a temporary visit of not more than 30 days elsewhere in the world.</p> <p>The most <b>we</b> will pay is £2,000,000 for any one event plus any costs and expenses <b>we</b> have agreed to in writing.</p> <p>If <b>You</b> die, <b>your</b> personal representatives will have the benefit of this section for <b>your</b> liability for an event covered by this section.</p>	<p><b>You</b> are not covered for any liability arising:</p> <ul style="list-style-type: none"> <li>• as owner of the <b>home</b>;</li> <li>• from any agreement or contract unless <b>You</b> would have been legally liable anyway;</li> <li>• from criminal acts;</li> <li>• as a result of an assault, alleged assault or a deliberate or malicious act;</li> <li>• from owning or occupying any land or <b>buildings</b> other than <b>your home</b>;</li> <li>• where <b>You</b> are entitled to cover from another source;</li> <li>• from any profession, trade or business;</li> <li>• from paragliding or parasailing;</li> <li>• from any infectious disease or condition;</li> <li>• from <b>You</b> owning or using any: <ul style="list-style-type: none"> <li>• power-operated lift other than stairlifts</li> <li>• electrically-, mechanically- or power-assisted vehicles (including children's motorcycles, motorcars, pedal cycles which are electrically assisted (Ebikes) and electric scooters)) or horse-drawn vehicles (other than domestic gardening equipment not licensed for road use)</li> <li>• aircraft (including drones), hang-gliders, hovercraft, land or sand yachts, parakarts, jet-skis or watercraft (other than rowing boats or canoes)</li> <li>• caravans or trailers</li> <li>• animals other than <b>your</b> pets</li> <li>• animals of a dangerous species and livestock as defined in the Animals Act 1971 (other than horses used for private hacking)</li> <li>• dogs listed under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991, or any amending legislation</li> <li>• firearms, other than properly licensed shotguns.</li> </ul> </li> </ul>
<p><b>Occupiers' liability</b></p>	
<p><b>Your</b> legal liability to pay compensation as occupier of the <b>home</b> and the land belonging to the <b>home</b> for any events which result in:</p> <ul style="list-style-type: none"> <li>• <b>bodily injury</b> to any person other than <b>You</b> or a domestic employee;</li> <li>• loss or damage to property which <b>You</b> or <b>your</b> domestic employees do not own or have legal responsibility for.</li> </ul> <p>The most <b>we</b> will pay is £2,000,000 for any one event plus any costs and expenses <b>we</b> have agreed to in writing.</p> <p>If <b>You</b> die, <b>your</b> personal representatives will have the benefit of this section for <b>your</b> liability for an event covered by this section.</p>	<p><b>You</b> are not covered for any liability arising:</p> <ul style="list-style-type: none"> <li>• as owner of the <b>home</b>;</li> <li>• from any agreement or contract unless <b>You</b> would have been legally liable anyway;</li> <li>• from criminal acts;</li> <li>• as a result of an assault, alleged assault or a deliberate or malicious act;</li> <li>• from owning or occupying any land or <b>buildings</b> other than <b>your home</b>;</li> <li>• where <b>You</b> are entitled to cover from another source;</li> <li>• from any profession, trade or business;</li> </ul>



<p>For the purpose of this section, <b>bodily injury</b> will include <b>death and disease</b>.</p>	
<p><b>What is covered</b></p>	<p><b>What is not covered</b></p>
<p><b>Occupiers' liability - continued</b></p>	
<p><b>Your</b> legal liability to pay compensation as occupier of the <b>home</b> and the land belonging to the <b>home</b> for any events which result in:</p> <ul style="list-style-type: none"> <li>• <b>bodily injury</b> to any person other than <b>You</b> or a domestic employee;</li> <li>• loss or damage to property which <b>You</b> or <b>your</b> domestic employees do not own or have legal responsibility for.</li> </ul> <p>The most <b>we</b> will pay is £2,000,000 for any one event plus any costs and expenses <b>we</b> have agreed to in writing.</p> <p>If <b>You</b> die, <b>your</b> personal representatives will have the benefit of this section for <b>your</b> liability for an event covered by this section.</p>	<p><b>You</b> are not covered for any liability arising:</p> <ul style="list-style-type: none"> <li>• from paragliding or parasailing;</li> <li>• from any infectious disease or condition;</li> <li>• from <b>You</b> owning or using any:             <ul style="list-style-type: none"> <li>• power-operated lift other than stairlifts</li> <li>• electrically-, mechanically- or power-assisted vehicles (including children's motorcycles and motorcars) or horse-drawn vehicles (other than domestic gardening equipment not licensed for road use)</li> <li>• aircraft (including drones), hang-gliders, hovercraft, land or sand yachts, parakarts, jet-skis or watercraft (other than rowing boats or canoes)</li> <li>• caravans or trailers</li> <li>• animals other than <b>your</b> pets</li> <li>• animals of a dangerous species and livestock as defined in the Animals Act 1971 (other than horses used for private hacking)</li> <li>• dogs listed under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991, or any amending legislation</li> <li>• firearms, other than properly licensed shotguns.</li> </ul> </li> </ul>
<p><b>Liability as tenant</b></p>	
<p><b>We</b> will pay up to £20,000 for <b>contents</b> for amounts that <b>You</b> legally have to pay under a tenancy agreement following:</p> <ul style="list-style-type: none"> <li>• loss or damage caused by <b>Insured events</b> 1 to 13 and 15 of Section ONE: <b>Buildings</b>;</li> <li>• <b>accidental damage</b> and breakage as described in Section ONE: <b>Buildings</b> under Extra benefits 1 and 6.</li> </ul> <p><b>We</b> will only provide this cover if the loss or damage happens during the <b>period of insurance</b>.</p> <ul style="list-style-type: none"> <li>• If <b>You</b> die, <b>your</b> personal representatives will have the benefit of this section for <b>your</b> liability for an event covered by this section.</li> </ul>	<ul style="list-style-type: none"> <li>• The most <b>we</b> will pay for any one incident is £3,000.</li> <li>• Loss or damage:             <ul style="list-style-type: none"> <li>• while the <b>home</b> is <b>unfurnished</b> or <b>unoccupied</b>;</li> <li>• shown under the "What is not covered" part of Section ONE: <b>Buildings</b>.</li> </ul> </li> </ul>
<p><b>Licence to occupy</b></p>	
<p>Licence to Occupy – Single Living Accommodation (SLA), Mess Accommodation or equivalent accommodation.</p> <p><b>We</b> will pay up to a maximum of £20,000 for any one claim that <b>you</b> become liable to pay as the occupier arising from:</p> <ul style="list-style-type: none"> <li>• loss or damage caused by <b>Insured events</b> 1 to 13 and 15 of Section ONE: <b>Buildings</b>;</li> </ul>	<ul style="list-style-type: none"> <li>• The most <b>we</b> will pay for any one incident is £20,000.             <ul style="list-style-type: none"> <li>• shown under the "What is not covered" part of Section ONE: <b>Buildings</b>.</li> </ul> </li> </ul>



<p>For the purpose of this section, bodily injury will include death and disease.</p>	
<p><b>What is covered</b></p>	<p><b>What is not covered</b></p>
<p><b>Licence to occupy continued</b></p>	
<p>• <b>accidental damage</b> and breakage as described in Section ONE: <b>Buildings</b> under Extra benefits 1 and 6.</p> <p>• which <b>you</b> are legally liable for as tenant only.</p> <p><b>We</b> will only provide this cover if the loss or damage happens during the <b>period of insurance</b>.</p> <p>• If <b>You</b> die, <b>your</b> personal representatives will have the benefit of this section for <b>your</b> liability for an event covered by this section.</p>	<ul style="list-style-type: none"> <li>• Loss or damage arising from <b>subsidence, heave or landslip</b>.</li> <li>• Loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously.</li> <li>• For loss or damage:             <ul style="list-style-type: none"> <li>• caused by domestic pets;</li> <li>• caused by insects or vermin;</li> <li>• to interior decorations unless the damage is caused by fire or flood;</li> <li>• charges in relation to cleaning.</li> </ul> </li> <li>• Loss or damage to gates, hedges and fences.</li> </ul>
<p><b>Unpaid damages</b></p>	
<p><b>We</b> will pay up to £250,000 (including legal costs) which <b>You</b> have been awarded by a court within the <b>United Kingdom</b> and which has not been paid to <b>You</b> within three months of the date of the award. <b>We</b> will only provide this cover if:</p> <ul style="list-style-type: none"> <li>• there is not going to be an appeal;</li> <li>• the incident giving rise to the claim happened within the <b>United Kingdom</b> and during the <b>period of insurance</b>;</li> <li>• <b>You</b> would have been entitled to a payment under the personal liability part of Section TWO: <b>Contents</b> if the award had been made against <b>You</b> rather than to <b>You</b>; and</li> <li>• the person who owes the award does not live with <b>You</b>.</li> </ul> <p><b>We</b> may take proceedings, at <b>our</b> own expense and for <b>our</b> own benefit, to recover any payment <b>we</b> have made under this insurance.</p>	



This section applies only if the schedule shows that contents are insured under SECTION TWO of this insurance.

## What is covered

### Accidental loss, damage, or theft anywhere in the world to:

- 1 Specified items
  - We will pay the cost of replacing or repairing any items over £1,000 if worldwide cover is required and specified on the **schedule**.
  - We will not pay more than the sum insured for that item as shown on the **schedule**.
- 2 Unspecified **valuables**, clothing, **personal belongings** and **money**.
  - We will pay the cost of replacing or repairing **your valuables**, clothing, **personal belongings** and **money**.
  - The most we will pay for any one item of **valuables**, clothing or **personal belongings** is £1,000.

## What is not covered

- The first £75 of every claim unless stated otherwise in the **policy schedule**.
- Any loss or theft which is not reported to the Police within 24 hours of discovering it.
- Loss or damage caused by:
  - theft or attempted theft while the **home** is **unfurnished, unoccupied**, lent, let, sublet, shared or is not self-contained;
  - chewing, tearing, scratching or fouling by pets;
  - frost, the atmosphere, or fading caused by light;
  - deterioration, cleaning, heating, drying, dyeing, restoration, renovation or while being worked on;
  - faulty workmanship, design or materials;
  - scratching, denting or chipping;
  - guns rusting or bursting their barrels;
  - theft or attempted theft from an unlocked hotel room;
  - items being confiscated or detained by customs or other officials;
  - using an item in a way which is different to the manufacturer's instructions;
  - misfiling of electronic documents or records, including files containing downloaded music and pictures and any loss arising from the cost of remaking any film, disc or tape, or the value of any information contained on it.
- Any amount over £1,000 for **personal belongings**, and/or £500 for kit, for theft from an unattended motor vehicle. We will not pay any amount unless the property was concealed in a glove compartment, locked luggage compartment or locked boot and all windows and sunroofs were securely closed and all doors locked.
- Any amount over £1,000 for damage to mobile phones.
- Any amount over £2,500 for computer equipment.
- Loss or damage to stones or repairs to settings of any items of jewellery, which have a value of more than £5,000 unless the jewellery has been examined at least once every two years by a competent jeweller, and any faults have been corrected.
- Any amount over £2,500 if jewellery is stolen from an unattended hotel or motel room.
- Loss of or damage to:
  - recording heads, audio tapes, video tapes or cassettes, discs and computer software;
  - sports equipment while in use;
  - contact lenses or hearing aids while **You** are swimming or involved in water sports;
  - any powered machine while used as a tool if the loss or damage arises directly out of its use;
  - loss or damage to electric scooters;
  - phones or pagers left in unattended vehicles;
  - any property which **You** normally keep outside the **home**.



This section applies only if the schedule shows that contents are insured under SECTION TWO of this insurance.

**What is covered**

**Military service uniform, equipment and personally purchased kit**

- 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.

**What is not covered**

- The first £75 of every claim unless stated otherwise in the **policy schedule**.
- Any amount over £4,000 for any one item unless stated otherwise in the **schedule** or the specification(s) attached to the **schedule**.
- Any amount over £500 for kit in total, in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended. Such items must be in a locked glove compartment or rear luggage area.
- For damage caused by moth or vermin.
- For damage from electrical or mechanical faults or breakdown.
- For damage to guns caused by rusting or bursting of barrels.
- For damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon.
- For items in storage.
- For loss or damage caused by domestic pets.



This section applies only if the schedule shows that contents are insured under SECTION TWO of this insurance.

### What is covered

#### Accidents to domestic employees

**Your** legal liability to pay compensation for accidental **bodily injury** to a domestic employee under a contract of service at the **home**.

The most **we** will pay is £5,000,000 for any one event plus any costs and expenses **we** have agreed to in writing.

If **You** die, **your** personal representatives will have the benefit of this section for **your** liability for an event covered by this section.

### What is not covered

- For **bodily injury** arising directly or indirectly;
  - from any vehicle
  - from any vehicle used for racing, pacemaking or speed testing
  - from any communicable disease or condition
  - in Canada or the United period of stay has exceeded 30 days in the **period of insurance**
  - from any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) order 1991 or Dangerous Dogs Amendment 1997 or any amending legislation.



This section applies only if the schedule shows that contents are insured under SECTION TWO of this insurance.

**What is covered**

**Accidental loss, damage, or theft anywhere in the world to:**

**Money and Credit Cards**

The most we will pay for **money and credit cards** is £1,000.

**What is not covered**

- The first £75 of every claim unless stated otherwise in the **policy schedule**.
- To make up any shortages due to error or omission.
- For loss of value.
- For theft or disappearance of **money** from baggage unless such baggage is carried by hand and under **your** personal supervision.



This section applies only if the schedule shows that contents are insured under SECTION TWO of this insurance.

### What is covered

#### Accidental loss, damage, or theft anywhere in the world to:

Pedal cycles

We will pay the cost of replacing or repairing **your** pedal cycle or accessories.

The most **we** will pay for any one pedal cycle is £3,000, £5,000 in total (unless shown differently on the **schedule**).

### What is not covered

- The first £75 of every claim unless stated otherwise in the **policy schedule**.
- Loss or damage:
  - caused by theft of pedal cycles left unattended while away from the **home**, unless they are attached to a permanent structure by a security device, or kept in a locked building;
  - to pedal cycle accessories or spare parts unless the cycle is stolen at the same time;
  - to the pedal cycle while it is being used for racing, pace-making or trials;
- To pedal cycles while let out on hire or used other than for private purposes.
- To pedal cycles which are electrically assisted (Ebikes).





## Basis of Settling Claims

For any personal item that is lost or damaged **we** will at **our** option –

- replace or repair the item or part as new; or
- pay the cost of replacing or repairing the item or part as new; or
- if **we** can repair or replace the item or part but agree to make a cash payment instead it will not be more than the amount it would have cost **us** to replace or repair the item using **our** own suppliers; or
- if no equivalent part or replacement item is available, pay the full cost of the item without any deduction, providing the sum insured is adequate.

**We** will take off an amount for wear and tear for clothing.

**We** will not pay the cost of replacing any undamaged or unbroken item or parts of items forming part of a pair, set, suite or collection of the same type, colour or design if the damage happens to one particular area or to a specific part and replacements cannot be matched.

**We** will pay the cost of replacing electronic information **you** have downloaded legally, but only if no copies are available on other electronic or computer devices **you** own.

If **we** have discounted the premium for this section because **you** have not made any claims, **we** may reduce or remove the discount if **you** make a claim.

## Sum Insured

The most **we** will pay under Section THREE: Personal items is the sum insured shown on the **schedule**.

## Maintaining the Sum Insured

After **we** have settled a claim, **we** will maintain the sum insured for personal items, as long as **you** take any reasonable measures **we** suggest to prevent any further loss or damage. (**We** will not charge any extra premium for maintaining the sum insured for personal items.)



The following exclusions apply to the whole of **your** insurance.

This insurance does not cover:

- direct or indirect loss or damage to any property;
- any legal liability;
- costs and expenses; or
- death or injury to any person

caused by, contributed to, or arising from the following:

- 1 Radioactive contamination from:
  - ionising radiation or contamination from any nuclear fuel, or from any nuclear waste arising from burning nuclear fuel; or
  - the radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment.
- 2 War, invasion, civil war, revolution, acts of foreign enemy, hostilities (whether war declared or not), rebellion, insurrection, military or usurped power.
- 3 Loss of value after **we** have made a claim payment.
- 4 Pressure waves from aircraft and other flying objects at or above the speed of sound.
- 5 Pollution or contamination of air, water or soil, unless the pollution or contamination is directly caused by an event which is sudden, identifiable, unintended and unexpected. The whole event must happen at a specific time and place during the **period of insurance**.

**We** will not cover claims arising from pollution or contamination which happen as a result of deliberately releasing substances, or as a result of leaks, other than water or oil leaking or spilling from **your** fixed domestic water or heating systems.

- 6 Computer viruses or electronic information being erased or corrupted. The failure of any equipment to correctly recognise the date or a change of date. In this exclusion, computer virus means an instruction from an unauthorised source that corrupts data and which spreads over a computer system or network.
- 7 Wear and tear, corrosion, rot of any kind, woodworm, fungus, mildew, rust, insects, moth, vermin, any cause that happens gradually, or mechanical or electrical breakdown.
- 8 Indirect loss of any kind.
- 9 Biological or chemical contamination due to or arising from:
  - **terrorism**; or
  - steps taken to prevent, control or reduce the consequences of any suspected, threatened or attempted **terrorism**.

In this exclusion, **terrorism** means any act of any person or organisation involving:

- causing or threatening harm; or
  - putting the public or any section of the public in fear if it is likely that the purpose is of a political, religious, ideological (of an intellectual or rational nature) or similar nature
- 10 Any property used or held for business, profession or trade purposes other than as provided by **business equipment**.
  - 11 Any loss or damage caused by deception (when someone persuades **you** to give or sell them **your** belongings by misleading **you**) unless the only deception is getting into the **home**.
  - 12 Loss or damage occurring before cover starts or arising from an event before cover starts.



## Cyber Exclusion

We will not pay for any loss, damage, expense or legal liability directly or indirectly caused by, contributed to by or arising from electronic means or devices.

Provided that this exclusion does not apply to physical loss or physical damage to property insured which arises solely from an act or event which occurs accidentally, and which is not intended to cause harm.

## Sanction Limitation and Exclusion Clause

We will not provide any cover or be liable to pay any claim or provide any benefit under this insurance if the provision of such cover, payment of such claim or provision of such benefit would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.

This means we will not provide any cover for Specially Designated Nationals i.e. individuals or entities subject to trade or economic sanctions as per the laws and regulations of the European Union, **United Kingdom** or United States of America.

We will not provide any cover in respect of any risk or exposure located in, or arising from, or in connection with a country which is subject to sanctions, by either the United Nations, European Union, **United Kingdom** or United States of America.

## 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;
  - any fear or threat of a) above; or
  - 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.

## 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.



The following conditions apply to the whole of **your** insurance.

## 1 Reasonable Care

**You** must keep **your** property in a good condition and state of repair and take all reasonable care to prevent loss or damage, accident, **bodily injury** or legal proceedings. If legal proceedings are under way, **you** must tell **us** immediately and take all reasonable steps to reduce the costs of these proceedings.

## 2 Telling Us About a Change

**You** must tell **us** immediately about any change in the information given to **us** which is relevant to this insurance. If **you** do not, **your** insurance may not be valid or may not cover **you** fully. If **you** are not sure whether any information is relevant, **you** should tell **us** anyway.

For example, **you** must tell **us** if **you**:

- increase the value of **your contents** or **personal belongings**;
- change **your** address;
- change **your** occupation;
- plan to leave the **home unfurnished** or **unoccupied**;
- change how the **home** is used or take in lodgers, tenants or paying guests;
- are in the process of being or have been declared bankrupt or if **you** receive a county court judgement;
- have received a Police caution for or been convicted of or charged with an offence (other than motoring);
- use the **home** or its land for a business, trade or profession;

**We** have the right to alter the premium, change any terms and conditions or cancel this insurance when **you** tell **us** about a change.

## 3 Claims

When there is a claim or possible claim, **you** must tell **us** as soon as possible.

For loss or damage claims:

- **We** may require **you** to provide **us** with documentation to help prove **your** claim, for example: purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, valuations, utility bills, pre-purchase surveys, plans and deeds of **your** property. **We** will only ask for information relevant to **your** claim and **we** will pay for any reasonable expenses **you** incur in providing **us** with the above information.
- **You** must tell the Police immediately if **you** have suffered a theft, attempted theft or malicious damage or vandalism, and obtain an incident number.
- **You** must take all reasonable steps to recover any lost or stolen property and to prevent any further loss or damage.

For liability claims:

- **You** must send **us** any statement of claim, legal process or other communication (without answering them) as soon as **you** receive it.
- Do not discuss, negotiate, pay, settle, admit or deny any claim without **our** written permission.

## 4 Our Rights After a Claim

**We** may enter any building where loss or damage has happened, take possession of the insured damaged property and deal with any salvage in a reasonable way. However, **you** must not abandon any property.

Before or after **we** pay **your** claim under this insurance, **we** may take over, defend or settle any claim in **your** name.

**We** can also take proceedings, at **our** own expense and for **our** own benefit, to recover any payment **we** have made under this insurance.



## 5 Fraudulent Claims

**You** must not act in a fraudulent way. If **you** or anyone acting for **you**:

- makes a claim under the **policy**, knowing the claim is false or exaggerated in any way;
- makes a statement to support a claim, knowing the statement is false;
- submits a document in support of a claim knowing the document to be forged or false in any way;
- makes a claim for any loss or damage which **you** knew about or deliberately caused.

**We**:

- will not pay the claim and all cover under this **policy** will cease;
- will not pay any other claim which has been or will be made under the **policy**;
- may at **our** option declare the **policy** void;
- will be entitled to recover from **you**, the amount of any claim **we** have already paid under the **policy** since the last renewal date;
- will not return any premiums **you** have paid; and
- may inform the Police.

## 6 Disagreement Over the Amount of the Claim

If **we** accept **your** claim, but disagree over the amount due to **you**, the matter will be passed to an arbitrator who both **you** and **we** agree to. When this happens, the arbitrator must make a decision before **you** can start proceedings against **us**.

## 7 Cancellation

**You** may cancel the insurance by sending **us** written notice and returning the insurance documents within 14 days of it starting or (if later) within 14 days of **you** receiving the insurance documents. **We** will return any premium **you** have paid providing **you** have not made a claim.

**You** may cancel this insurance after the first 14 days by giving **us** notice in writing. **We** will refund the part of **your** premium which applies to the remaining **period of insurance** providing **you** have not made a claim.

**We** can cancel this insurance by giving **you** 14 days' notice in writing where there is a valid reason for doing so. **We** will refund the part of **your** premium which applies to the remaining **period of insurance** providing **you** have not made a claim. **We** will send **our** cancellation letter to the address shown on the **schedule** and will set out the reason for cancellation in this letter. Valid reasons may include but are not limited to:

- Where **we** have been unable to collect a premium payment. In this case **we** will contact **you** in writing requesting payment within 14 days. If **we** do not receive payment by this date **we** will write to **you** again notifying **you** that payment has not been received and giving **you** 7 days' notice of a final date for payment. This letter will also notify **you** that if payment is not received by this date **your policy** will be cancelled. If payment is not received by that date **we** will cancel **your policy** with immediate effect and notify **you** in writing that such cancellation has taken place. If **we** have accepted a claim for loss or damage under this insurance, **we** may take any premium instalments **you** owe from the claim payment.
- Where **you** are required in accordance with the terms of this **policy** to co-operate with **us**, or send **us** information or documentation and **you** fail to do so in a way that materially affects **our** ability to process a claim, or **our** ability to defend **our** interests. In this case **we** may issue a cancellation letter and will cancel **your policy** if **you** fail to co-operate with **us** or provide the required information or documentation by the end of the cancellation notice period.
- Where **we** reasonably suspect fraud.
- Due to the use of threatening or abusive behaviour or language, or intimidation or bullying of staff or suppliers.

## 8 Other Insurance

If, at the time of any loss, damage or liability covered under this insurance, **you** have any other insurance which covers the same loss, damage or liability, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.



## 9 Building Works

**You** must provide **us** with full details of any building work over £50,000 in value and/or where **you** have entered into a contract which removes or limits **your** legal rights against the contractor that is due to take place at the **home**, before the building works begin. Failure to notify **us** may result in any loss or any ensuing loss directly or indirectly caused by or relating to such building works not being covered by this insurance.

## 10 Your Duty to Disclose Information

If **we** obtain evidence which suggests that **you** were careless in providing **us** with the information **we** have relied upon in setting the terms of this insurance **we** may:

- Refuse to pay any claim or claims, if **your** carelessness causes **us** to provide you with insurance cover which **we** would not otherwise have offered; or
- Only pay a proportion of the claim if **we** would have charged more for **your** insurance.

If **we** establish that you deliberately or recklessly provided **us** with false information **we** may:

- Treat this insurance as if it never existed;
- Decline all claims; and
- Retain the premium.



To make a claim under Sections ONE to SIX, please contact:

RELA Limited  
Telephone: 0808 175 4908  
Email: TRIClaims@relaltd.com

Claims in writing should be directed to:

RELA Limited,  
Unit 7 Bocam Park,  
Old Field Road,  
Pencoed,  
Bridgend,  
CF35 5LJ

RELA Ltd handle claims on behalf of HCC International Insurance Company plc. Professional staff are available to assist **you** whether **you** need a claim form, advice on **emergency repairs** or any other aspect of **your** claim.

To enable **your** claim to be dealt with quickly, 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.



**Our** aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing you with the highest standard of service. If you feel that **we** have not offered **you** a first class service or **you** have any questions or concerns about **your policy** or the handling of a claim you should in the first instance contact the business which sold **you your policy** using the contact details below who will try to resolve **your** complaint within three working days:

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

Telephone: 01243 817777  
Email: [hello@talktotrinity.com](mailto:hello@talktotrinity.com)

After three working days, 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;

By post: Head of International Compliance,  
Tokio Marine HCC International,  
1 Aldgate, London  
EC3N 1RE

By email: [tmhcccomplaints@tmhcc.com](mailto:tmhcccomplaints@tmhcc.com)  
By telephone: +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](mailto: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)





This is a separate insurance contract and You should read it independently of your Buildings and Contents insurance document.

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**.

### Legal Assistance Portal

As an addition to Your Legal Expenses cover, You can use Our online Legal Assistance Portal. This will provide You with:

- Online legal document templates that can provide You with a wide range of legal documents including those that can help You with legal problems You have under Your cover such as consumer or property disputes, as well as general legal template documents such as Will's, Tenancy Agreements etc.
- Access to Our 'Advice Tree' - Our legal encyclopaedia offering guidance pages on areas of law under Your cover such as employment disputes or injury claims.
- Legal Assistance Helpline Booking Service so that You can arrange for one of Our legal advisers to call You.
- Access to Our Online Claim System if You have spoken to a legal adviser and need to start a claim under Your cover.
- Access to Online Chat if You need to speak to one of Our First Response agents for help or advice using any of Our services.

The service can be accessed by visiting [legallassistanceportal.arclegal.co.uk](http://legallassistanceportal.arclegal.co.uk) where You can register Your details and access this service.

### Important Conditions

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

### Prospects of Success

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

### Proportional Costs

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

### Giving the Insurer all the Important Information

When the Insurer accepts Your application for this insurance, it will rely on the information You give. You must take reasonable care to provide complete and accurate answers to the questions asked when You take out, or make changes to, Your policy.

If the information provided by You is not complete and accurate the extent of cover may be affected and:

- the Insurer may cancel Your policy and refuse to pay any claim or
- the Insurer may not pay any claim in full.

We will write to You if the Insurer:

- intends to cancel Your policy; or
- needs to amend the terms of Your policy; or requires You to pay more for Your insurance.

### Freedom of Choice

Only at the point it may be necessary to start court proceedings do You have the right to choose an Adviser of Your own choice to act for You. Should You choose to do so, We will only pay **Standard Advisers' Costs** up to the amount specified in the **Maximum Amount Payable** definition and may, at Our discretion, vary from time to time.



## Definitions

<b>Adviser</b>	<b>Our</b> specialist panel solicitors or their agents appointed by <b>Us</b> 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 <b>Adviser</b> 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>	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.
<b>Insurer</b>	AmTrust Europe Limited.
<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>	<b>We</b> will pay up to £100 per hour plus VAT up to the maximum payable in respect of an <b>Insured Event</b> , which is £100,000.  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.
<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.



## Definitions continued

<b>We / Us / Our</b>	Arc Legal Assistance Limited.
<b>You / Your / Insured Person(s)</b>	Any person who has paid the premium, or on whose behalf the premium has been paid and 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

### Consumer Pursuit

#### What is insured:-

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

#### What is not insured:-

#### Claims

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

## Personal Injury

### What is insured

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

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

### What is not insured:-

#### Claims:

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



## Cover continued

### Employment Disputes

What is insured:-

For members of HM Armed Forces:

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

For all other Insured Persons:

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

What is not insured:-

Claims:

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

### Property Infringement

What is insured:-

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

What is not insured:-

Claims:

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

### Property Damage

What is insured:-

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

What is not insured:-

Claims:

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



## Cover continued

### 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.



### Cover continued

#### Legal Defence continued

- \* 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.
- 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

#### 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; <https://claims.arlegal.co.uk> Alternatively, they will send a claim form to **You**. If **Your** problem is not covered under this insurance, the helpline may be able to offer **You** assistance under a private funding arrangement.

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

#### Additional Legal Services

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

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

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

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



## General Exclusions

### 1. There is no cover where:-

- \* The **Insured Event** began to start or had started before **You** bought this insurance.
- \* **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed.
- \* Where an estimate of **Your Advisers' Costs** of acting for **You** is more than the amount in dispute.
- \* **You** fail to give full information or facts to **Us** or to the **Adviser** on a matter material to **Your** claim.
- \* Something **You** do or fail to do prejudices **Your** position or the position of the **Insurer** in connection with the **Legal Action**.
- \* **Advisers' Costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which **We** have given **Our** prior written approval.
- \* Where **You** have other legal expenses insurance cover.

### 2. There is no cover for: -

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



## General Exclusions continued

- \* **Subsidence** land **heave** **landslip** mining or quarrying.
  - \* A tax or levy relating to **You** owning or living in **Your home**.
  - \* A manufacturer's warranty or guarantee.
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.
5. **Sanction Limitation and Exclusion Clause**  
The **Insurer** shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit under this section of **Your** insurance if the provision of such cover, payment of such claim or provision of such benefit would expose it to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom** or United States of America.
6. **Cyber Attack Exclusion**  
The **Insurer** will not pay for any loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme malicious code, Computer Virus or process or any other electronic system. This exclusion applies unless cover for **Costs** is specifically allowed for in the Sections of Cover above.

## Conditions

### 1. Claims

- a) **You** must notify claims as soon as possible once **You** become aware of the incident and within no more than 180 days of **You** becoming aware of the incident. There will be no cover under this **policy** if, as a result of a delay in reporting the claim, **Our** position has been prejudiced. For claims relating to **Identity Fraud**, these must be reported within 45 days of **You** becoming aware of the incident.
- b) **We** may investigate the claim and take over and conduct the **Legal Action** in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a **settlement** of the **Legal Action**.
- c) **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**. The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment which are available on request.
- d) 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.
- e) In the event of a dispute arising as to **Advisers' Costs** **We** may require **You** to change **Adviser**.
- f) 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.
- g) **You** shall supply all information requested by the **Adviser** and **Us**.
- h) **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**.
- i) **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.





## Conditions continued

### 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.

### 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. 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.

### 6. 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.

### 7. Cancellation

**You** may cancel this insurance at any time by writing to **Your** insurance advisor providing 14 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 14 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.



### Conditions continued

#### 8. English Law and Language

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

#### 9. 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

#### 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

(For the purpose of this Privacy and Data Protection Notice only, '**We**' means Arc Legal Assistance and the **Insurer**).

#### 1. Data Protection

Arc Legal Assistance and the **Insurer** 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.arclegal.co.uk](http://www.arclegal.co.uk) and [www.amtrusteurope.com](http://www.amtrusteurope.com)

#### 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.



## Customer Services information continued

### 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.

### 7. International Transfers of Data

The personal data that **We** collect from **You** may be transferred to, processed and stored at, a destination outside the UK and European Economic Area ("EEA"). **We** currently transfer personal data outside of the UK and EEA to the USA and Israel. Where **We** transfer **Your** personal data outside of the UK and EEA, **We** will take all steps necessary to ensure that it is treated securely and in accordance with this privacy notice and the Legislation.

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.

## Complaints Procedure

**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**



## Customer Services Information continued

### 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**.

This **policy** is underwritten by AmTrust Europe Limited, Registered Office:

Market Square House,  
St James's Street,  
Nottingham, NG1 6FG  
Registered Number: 1229676.

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

These details can be checked on the Financial Services Register at: [www.fca.org.uk/register](http://www.fca.org.uk/register)

## SECTION EIGHT: HOME EMERGENCY COVER



This **home emergency policy** will provide assistance to **You in your home**. **We** will respond with expert help if **You** suffer and emergency arising from an incident covered under this **policy** and send a **contractor** out who will take action to resolve the emergency.

This **home emergency policy** is provided by Arc Legal Assistance Limited, and the **insurer** is AmTrust Europe Limited. Claims under this **policy** are handled by Arc Legal Assistance Limited.

### The Purpose of this Insurance

This insurance **policy** is designed to work alongside **your** household **buildings** or **contents** insurance **policy**. Whilst **we** are happy to assist **You** in an emergency by sourcing a **contractor**, **we** aren't able to provide **You** with help relating to day-to-day maintenance of **your home** and its **contents**.

### How to Make a Claim

Major emergencies which could result in loss of life or serious damage to the **home** should be immediately advised to the supply company and/or public emergency services.

**Gas leaks must be immediately notified to the National Gas Emergency Service on 0800 111 999.**

Please look at **your** insurance **policy** and **schedule** to check **your** level of cover and have **your policy** number and intermediaries name to hand. This **policy** is designed to assist **You** during an emergency. It will not cover situations that are not notified to **us** within 48 hours of the incident.

Call **our** helpline on **01384 884040**. **Our** helpline is open 24/7, 365 days a year.

**We** will ask **You** some questions to check **your** identity and the details of **your** emergency. **We** will talk **You** through **your** cover and let **You** know what **we** will do next.

### Some Important Information

- If **we** accept **your** claim, the claims helpline will source a suitable **contractor** to attend **your home** and endeavour to resolve the emergency. This is subject to there being no circumstances that would prevent access or otherwise prevent the provision of **emergency repairs**, such as adverse weather conditions, industrial disputes, and/or failure of the public transport system.
- The claims helpline service and tradesperson will use their discretion as to when and how the **emergency repairs** are undertaken.
- The **contractor** will invoice the cost of all work covered by the insurance to **us**. **You** will be asked to pay the cost of;
  - a. Call-out charges if there is no authorised adult available at the **home** at the time **our contractor** arrives to carry out the work.
  - b. All charges in excess of the claims limits or any work excluded by this insurance – **You** will be informed of this before any work is undertaken.
  - c. Any additional costs incurred at **your** request in fitting replacement parts or components of a superior specification to the original.
    - There may be times when replacement parts are unavailable, delayed or are no longer available because of circumstances beyond **our** control. In the event of this occurring **we** will ensure that **your home** is safe.
    - In the event **You** engage the services of a **contractor** prior to making contact with the Claims Helpline Service any costs incurred by **You** will not be covered by this insurance.
    - **Your** claim will not be considered an emergency unless it is reported within 48 hours of discovery.

## What You Need to Know

### Confirming Policy Details... Helping Us Help You

In some situations **we** may not be able to assess **your** claim or confirm **your policy** is operative from the information and details provided by **You**. In may therefore be necessary for **our contractor** to attend **your home**, assess the situation and provide **us** with a report. In these circumstances **You** will be asked to leave either credit or debit card details which may be debited in the event that the cost of the call-out and any subsequent repairs are not covered by this insurance. This will help **us** respond to **your** emergency without unnecessary delay, and provides **You** with an option to receive emergency assistance at **your home** should cover be excluded under **your policy**.



### What You Need to Know continued

#### Household Buildings and Contents

This insurance **policy** is designed to offer 24 hour assistance if **You** suffer a **home** emergency. It compliments but does not replace either **your** household **buildings** or contents insurance **policy**, and there may be times where this is the more appropriate route for cover. If the situation is not an emergency as defined in the **policy** wording, **You** should contact **your buildings** or **contents** insurance provider for claims assistance.

#### How Your Cover Works

This **policy** covers **temporary repairs**, or a permanent repair where this can be done at a similar cost or where no temporary repair is available. If **our contractor** advises there is no temporary, permanent or economical repair available, then cover will cease under this insurance.

For cover to apply under this **policy**, the situation that arises must fall within the definition of an emergency under each section of cover in the **policy**.

#### Maintenance of Your Home

It is a requirement of this **policy** that **You** maintain **your home**, including fixtures and fittings. This includes boilers which should be maintained in accordance with the manufacturer's recommendations.

#### Trace and Access

There may be times when **our contractor** has to carry out trace and access in order to locate the emergency. This may involve removing and/or damaging parts of the **home**, fixtures and fittings to enable the **contractor** to find the source of the issue. In these circumstances, **we** will not be responsible for any damage caused where this has been deemed as necessary by **our contractor** in order to complete a temporary repair (or a permanent repair where this can be done at a similar cost).

#### Working Together

To enable **us** to provide the best possible claims service to **You**, **we** shall require **your** full co-operation at all times. This may, at **your** own expense, include providing any evidence, documents or receipts as requested by **us** or **our** representative.

If **your home** emergency claim is accepted, **we** ask that **You** allow access for the **contractor** to attend **your home** within 24 hours of the claim being reported to **us**. If **You** delay and/or prevent the **contractor** from attending within 24 hours **we** may withdraw cover.

There may be times where **our contractor** has to order parts that are not readily available.

#### Other Similar Insurance

If **You** claim under this **policy** for something which is also covered by another insurance **policy**, **You** must provide **us** with full details of the other insurance **policy**. **We** will only pay **our** share of any claim.

### Important and Defined Words

The words or expressions detailed below have the following meaning wherever they appear in this **policy**. They will be emboldened throughout for **your** reference.

#### Claim limit(s)

The amount **we** will pay in respect of any one claim and during any one **Period of Insurance** as specified in the **schedule**.

#### Contractor

A tradesperson authorised and instructed by the Claims Helpline Service to undertake **emergency repairs**.

#### Data Protection Legislation

The relevant data protection legislation in force within the countries where this cover applies at the time of the **insured event**.



### Important and Defined Words continued

#### Emergency Repairs

Work undertaken by an authorised **contractor** to resolve the emergency by completing a temporary repair. **We** will only complete a permanent repair where this can be done at a similar cost, or where there is no temporary repair available, up to the **claim limit** specified in this **policy**.

#### Home

**Your** principal permanent place of residence in the **United Kingdom** which comprises of a private dwelling used for domestic purposes excluding garages, gardens, outbuildings and swimming pools. Garages and outbuildings that are attached and/or accessed via the **home** will be included under Pests.

#### Insured person, You, Your

The person who has paid the premium and is named in the **schedule** as the **insured person**.

#### Insurer

This insurance is administered by Arc Legal Assistance and underwritten by AmTrust Europe Limited

#### Intermediary

The regulated entity appointed to transact this insurance with **You**.

#### Period of Insurance

The commencement and expiry dates shown in the **schedule**.

#### Primary Heating System

The principal central heating and hot water systems excluding any form of renewable energy systems and non-domestic central heating boiler or source.

#### Schedule

The document which shows details of **You** and this insurance and forms part of this **policy**.

#### Temporary Repair, Temporary Resolution

A repair or resolution which will resolve an emergency and is predicted to last at least 72 hours. A temporary repair or resolution will need to be replaced by a permanent repair.

#### Terrorism

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

#### Uneconomical

1. Where in **our** opinion, it would not be worth completing a repair based on the subsequent work require or life expectancy of the appliance equipment; or
2. Where the cost of the emergency repair (including parts and labour) is greater than 75% of the cost of replacing the item as new.

#### We, Us, Our

Arc Legal Assistance Ltd, who administer this product on behalf of the underwriter AmTrust Europe Limited.



### What You Are Covered For

This **policy** provides the cover described in each section below as a result of an **insured event** occurring at **your home**.

We will pay up to a maximum of £1,000 for any claim including VAT, call-out charges, labour, parts and materials.

Where it has not been possible to resolve the emergency following an accepted claim for **emergency repairs**, and where **your home** is rendered uninhabitable in the opinion of the Claims Helpline Service, if **You** ask **Us We** will arrange and pay up to a total of £250 for reasonable overnight accommodation only costs, incurred by **You**.

What is covered	What is not covered
<b>Section 1 – Plumbing and drainage</b>	
<p><b>Emergency repairs</b> following damage to or failure of the plumbing and drainage system which:</p> <p>a. Means that internal flood or water damage is a likely consequence;</p> <p>b. Means that <b>You</b> do not have access to a useable toilet within <b>You home</b>; or</p> <p>c. Causes blocked external drains that are solely <b>your</b> responsibility and within the boundary of the <b>home</b>, where this can be resolved by jetting or rodding.</p>	<ol style="list-style-type: none"> <li>1. The replacement of water tanks, cylinders, central heating radiators, toilets, taps and external pipes.</li> <li>2. Cracked sanitaryware, including but not limited to cisterns, toilet bowls, sinks and baths.</li> <li>3. Blocked toilets and/or drains where this has been caused as a consequence of misuse or the internal workings of the flush.</li> <li>4. Saniflo systems or other macerator-based systems.</li> <li>5. Descaling and any work arising from hard water scale deposits.</li> <li>6. The repair of domestic and/or leisure equipment that is leaking water, other than from external fixed pipework.</li> <li>7. Where there is a leak from a shower, bath or sink when in use and there is another means of equivalent bathing or washing at the <b>home</b>.</li> <li>8. Where the leak can be contained providing <b>You</b> with enough time to arrange a repair privately.</li> </ol>

What is covered	What is not covered
<b>Section 2 – Internal electricity</b>	
<p><b>Emergency repairs</b> following the electricity failure of at least one complete circuit which cannot be resolved by carefully resetting the fusebox and would not be more appropriately resolved by the regional network supplier.</p> <p>Please note, during claims assessment <b>You</b> may be asked to unplug all appliances and reset the circuit to rule out an appliance issue.</p>	<ol style="list-style-type: none"> <li>1. External lighting including security, garages and outbuildings and the replacement or adjustment of any light bulbs.</li> <li>2. Electricity supply to burglar/fire alarm systems, CCTV surveillance, or to swimming pools, the plumbing and filtration systems for swimming pools and any leisure equipment.</li> <li>3. Renewable energy systems.</li> <li>4. Where an appliance has caused a circuit to fail or trip.</li> </ol>

What is covered	What is not covered
<b>Section 3 – Gas supply</b>	
<p>After the National Gas Emergency Service has visited <b>your home</b> and isolated <b>your</b> gas supply, <b>emergency repairs</b> will be carried out by a Gas Safe <b>contractor</b>, who will repair or replace the damaged section of internal gas supply pipe. <b>Our contractor</b> will also turn <b>your</b> gas supply back on.</p>	<ol style="list-style-type: none"> <li>1. Repair work to or the cost of replacing lead pipework.</li> <li>2. The interruption or disconnection of public services to the <b>home</b> however caused, or the failure, breakdown or interruption of the mains gas supply system.</li> <li>3. Any system which is not installed correctly, or which does not conform to any governing Gas Safe regulation or requirements.</li> <li>4. Any appliance.</li> </ol>





What is covered	What is not covered
<b>Section 4 – Water supply</b>	
<p><b>Emergency repairs</b> following a complete loss of the water supply to the kitchen or the bathroom where no other water supply is available for bathing.</p>	<ol style="list-style-type: none"> <li>1. The interruption or disconnection of public services to the <b>home</b> however caused, or the failure, breakdown or interruption or the mains water supply system.</li> <li>2. Where <b>You</b> have access to a water supply in another bathroom.</li> <li>3. Descaling and any work arising from hard water scale deposits</li> </ol>

What is covered	What is not covered
<b>Section 5 – Security</b>	
<p><b>Emergency repairs</b> following damage or failure of the following items which would render the main living area of the <b>home</b> insecure and easily accessible to intruders:</p> <ol style="list-style-type: none"> <li>a. External lock.</li> <li>b. External window.</li> <li>c. External door.</li> </ol>	<ol style="list-style-type: none"> <li>1. Internal locks, window locks, glass, external garages or outbuildings.</li> <li>2. Any damage caused by the <b>contractor</b> in gaining access to the <b>home</b>.</li> <li>3. Doors subject to swelling.</li> <li>4. Porch doors where there is another lockable door which prevents access to the main living areas of the <b>home</b>.</li> </ol>

What is covered	What is not covered
<b>Section 6 – Access to home</b>	
<p><b>Emergency repairs</b> following the loss of the only available key to the <b>home</b> which cannot be replaced, and normal access cannot be obtained. <b>Our contractor</b> will gain access to the <b>home</b> and ensure it is left secure.</p>	<ol style="list-style-type: none"> <li>1. Any damage caused by the <b>contractor</b> in gaining access to the <b>home</b>.</li> </ol>

What is covered	What is not covered
<b>Section 7 – Primary heating system</b>	
<p><b>Emergency repairs</b> following the complete breakdown of the <b>primary heating system</b> which:</p> <ol style="list-style-type: none"> <li>a. Results in the complete loss of heating and/or;</li> <li>b. Results in the complete loss of hot water.</li> </ol>	<ol style="list-style-type: none"> <li>1. Boilers that are over 15 years old or over 238,000 btu net input (70 Kilowatt).</li> <li>2. Lighting of boilers, the correct operation, routine adjustment of time, temperature controls or the replacement of batteries.</li> <li>3. Any form of renewable energy systems.</li> <li>4. Powerflushing or descaling.</li> <li>5. The replacement of water tanks, cylinders and central heating radiators.</li> <li>6. Where there is another hot water source available for bathing, including but not limited to an immersion heater or electric shower.</li> <li>7. Intermittent faults where this cannot be identified at the time of the <b>contractor's</b> attendance.</li> <li>8. Lack of maintenance or neglect by <b>You</b> (<b>You</b> may be asked to reserve funds if <b>your</b> boiler has not been serviced in line with the manufacturer's instructions).</li> <li>9. Where a boiler can be operated manually to resolve the loss of hot water and/or heating.</li> </ol>



What is covered	What is not covered
<p><b>Section 8 – Pests</b></p> <p><b>Emergency repairs</b> following an infestation as a result of the following Pests in and/or attached to the <b>home</b> and there is clear evidence of the infestation.</p> <ul style="list-style-type: none"> <li>a. Wasps' nests.</li> <li>b. Hornets' nests.</li> <li>c. Mice.</li> <li>d. Rats.</li> <li>e. Cockroaches.</li> </ul>	<ol style="list-style-type: none"> <li>1. Repeat claims where <b>You</b> have failed to follow previous guidance from <b>us</b> or the <b>contractor</b> to prevent continued or further infestation.</li> <li>2. Pest infestations where <b>You</b> have not taken reasonable hygiene measures to prevent contamination.</li> </ol>

What is covered	What is not covered
<p><b>Section 9 – Roofing</b></p> <p><b>Emergency repairs</b> following missing, broken or loose tiles causing internal water damage.</p> <p><b>We</b> will appoint a <b>contractor</b> to attend when it is safe for them to do so. They will complete a temporary repair to stop the immediate damage, but requests for permanent repairs should be made to <b>your</b> building &amp; <b>contents</b> provider.</p>	<ol style="list-style-type: none"> <li>1. Damage to flat roofs over 10 years old.</li> <li>2. Damages where the roof has not been satisfactorily maintained.</li> <li>3. Costs that should be shared proportionately across all responsible parties.</li> <li>4. Any access costs, including but not limited to scaffolding and articulated lifts.</li> </ol>

What is covered	What is not covered
<p><b>Section 10 – Overnight accommodation</b></p> <p>Overnight accommodation only where it has not been possible to resolve the emergency following an accepted claim for <b>emergency repairs</b> by a <b>contractor</b> under another section of the <b>policy</b> and the <b>home</b> is rendered uninhabitable in the opinion of the Claims Helpline Service.</p>	<ol style="list-style-type: none"> <li>1. The cost of any food and drink <b>You</b> have purchased.</li> <li>2. The cost of any parking incurred.</li> <li>3. The cost of travel.</li> <li>4. The cost of entertainment.</li> </ol>

What is covered	What is not covered
<p><b>Section 11 – Alternative heating</b></p> <p><b>We</b> shall pay up to £40 towards the cost of alternative heating sources where these are deemed necessary in the event a claim has occurred under Section 7. Payment is subject to an original receipt and the <b>primary heating system</b> not being reinstated.</p>	

What is covered	What is not covered
<p><b>Section 12 – Boiler replacement contribution</b></p> <p><b>We</b> shall contribute up to £500 towards the cost of a brand-new like-for-like replacement upon production of an original receipt for payment. This section will not be operative unless <b>we</b> or the <b>contractor</b> declare the boiler to be <b>uneconomical</b> to repair, following an accepted claim under Section 7.</p>	



## General Exclusions

We shall not be liable for costs arising from or in connection with:

1. Circumstances known to **You** prior to the commencement date of this insurance.
2. Any system and/or equipment, including boilers and facilities, which have not been properly installed or maintained in accordance with the manufacturer's instructions.
3. Any claims arising from or relating to appliances.
4. Any system, which has been incorrectly used or modified, or has been tampered with.
5. General wear and tear.
6. Failure or damage caused by faulty or defective design of pipework, including but not limited to delamination found in pitch fibre pipe construction.
7. Any claim where an engineer has previously identified that remedial or maintenance work is required to prevent a future breakdown and the recommend work has not been completed.
8. Any system which is faulty or inadequate as a result of any inherent or recurring manufacture or design defect.
9. Replacement or adjustment to any decorative or cosmetic part of any equipment.
10. Garages, outbuildings, leisure equipment, cesspits, septic tanks, swimming pools or fuel tanks unless appropriately covered under the Pests section of this **policy**.
11. Wilful act or omission, lack of maintenance or neglect by **You**.
12. Claims in the 7 days immediately following **your** first occupation of the **home** or claims in the 7 days immediately following **your** reoccupation of the **home** where the **home** has been left **unoccupied** for 30 consecutive days or more.
13. Materials or labour charges covered by manufacturers, suppliers or installers guarantee or warranty.
14. Any other costs or damage that are directly or indirectly caused by the event that led **You** **your** claim, unless specifically stated in the **policy**.
15. Claims arising within the first 48 hours from the date of commencement of this insurance unless **You** held equivalent insurance immediately prior to the commencement of this **policy**.
16. Claims under Section 12 (p58) arising within the first 30 days from the date of commencement of this insurance unless **You** held equivalent insurance immediately prior to the commencement of this **policy**.
17. Any costs that would be more appropriately recovered under any other insurance.
18. Circumstances which are not sudden or unforeseen.
19. Circumstances where **we** have gone beyond **your** insurance **policy's claim limit** or **policy** cover.
20. Claims where **our contractor** has advised there is no emergency repair available.
21. Any direct or indirect liability, loss or damage caused:
  - a) to equipment because it fails correctly to recognise data representing a date in a way that it does not work properly or at all; or
  - b) by computer viruses.
22. Any claim or expense of any kind caused directly or indirectly by:
  - a) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning or nuclear fuel; or
  - b) the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.
23. Any loss or damage caused by any sort of war, invasion or revolution.
24. Any loss or damage caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound.
25. Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of **terrorism**.



## General Conditions

### Consumer Insurance Act

**You** are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

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

**You** must take reasonable care to provide complete and accurate answers to the questions **we** ask when **You** take out, make changes to and renew **your policy**. If any information **You** provide is not complete and accurate, this may mean **your policy** is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full.

### Claims

To ensure an accurate record **your** telephone conversation may be recorded.

All requests for assistance must be made to the Claims Helpline Service and not to the contractors direct otherwise the work will not be covered.

Provided that the **emergency repairs** is not precluded by adverse weather conditions, industrial disputes (official or otherwise), failure of the public transport system, including the road and railway network and repairs thereto, and any other circumstances preventing access to the **home** or otherwise making the provision of the **emergency repairs** impossible.

There may be times when replacement parts are unavailable, delayed or are no longer available because of circumstances beyond **our** control. In the event of this occurring **we** will ensure that **your home** is safe and if required the **contractor** will provide **You** with a quotation for a suitable repair.

Please note that if **You** should engage the services of a **contractor** prior to making contact with the Claims Helpline Service any costs that **You** incur are not covered by this insurance.

Major emergencies which could result in serious damage or damage to life or limb should be immediately advised to the supply company and/or the public emergency services. Gas leaks must be immediately notified to the local gas company.

### Observance

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

### Recovery of Costs

**We** may take proceedings at **our** own expense in **your** name to recover any sums paid under this insurance.

### Fraudulent or Exaggerated Claims

**You** must not act in a fraudulent way. If **You** or anyone acting for **You**:

- fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your policy**;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- makes a claim under the **policy**, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage **You** caused deliberately or with **your** knowledge.

If **your** claim is in any way dishonest or exaggerated, **we** will not pay any benefit under this **policy** or return any premium to **You** and **we** may cancel **your policy** immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **You** and inform the appropriate authorities.



### General Conditions continued

#### AmTrust Europe Limited and Arc Legal Assistance Privacy and Data Protection Notice Privacy and Data Protection Notice

(For the purpose of this Privacy and Data Protection Notice only, 'We' means Arc Legal Assistance and the Insurer)

##### 1. Data Protection

Arc Legal Assistance and the **Insurer** 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.arclegal.co.uk](http://www.arclegal.co.uk) and [www.amtrusteurope.com](http://www.amtrusteurope.com)

##### 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. International Transfers of Data

The personal data that **We** collect from **You** may be transferred to, processed and stored at, a destination outside the UK and European Economic Area ("EEA"). **We** currently transfer personal data outside of the UK and EEA to the USA and Israel. Where **We** transfer **Your** personal data outside of the UK and EEA, **We** will take all steps necessary to ensure that it is treated securely and in accordance with this privacy notice and the Legislation.

##### 6. 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.

##### 7. 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, AmTrust International – please see website for full address details.



### General Conditions continued

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

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

#### Notices

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

#### Due Care

**You** must take due care to maintain the **home** and its equipment in good order and take all necessary precautions to prevent loss, damage or the unnecessary accrual of costs.

Where a temporary resolution or repair has been carried out, the onus will be upon **You** to carry out repairs or work to permanently resolve the reason for the emergency occurring. Should **You** fail to carry out the permanent repair a **contractor** will not be appointed to undertake any further **emergency repairs**.

#### Cancellation

If **You** decide that for any reason, this **policy** does not meet **your** insurance needs then please return it to **your** agent within 14 days from the day of purchase or the day on which **You** receive **your policy** documentation, whichever is the later. On the condition that no claims have been made or are pending, **we** will then refund **your** premium in full.

Thereafter **You** may cancel the insurance cover at any time by informing **your** agent. A refund will be issued on a pro rata basis. **We** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **You** at **your** last known address. Valid reasons may include but are not limited to:

- a) Where **we** reasonably suspect fraud;
- b) Non-payment of premium;
- c) Threatening and abusive behaviour;
- d) Non-compliance with **policy** terms and conditions;
- e) **You** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask.

Where **our** investigations provide evidence of fraud or a serious non-disclosure, **we** may cancel the **policy** immediately and backdate the cancellation to the date of the fraud or the date when **You** provided **us** with incomplete or inaccurate information, which may result in **your policy** being cancelled from the date **You** originally took it out.

If **we** cancel the **policy** and/or any additional covers **You** will receive a refund of any premiums **You** have paid for the cancelled cover, less a proportionate deduction for the time **we** have provided cover, unless the reason for cancellation is fraud and/or **we** are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

#### Claims Helpline Service

All potential claims must be reported initially to the Claims Helpline Service for advice and support.

Emergency Claims Helpline Number: 01384 884040  
Calls to the helpline will be charged at **your** standard rates.

**We** will not accept responsibility if the Helpline services fail for reasons beyond **our** control.



### General Conditions continued

#### Law

This **policy** shall be governed by and construed in accordance with the Law of England and Wales unless the insured person's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply.

#### Complaints Procedure

In the event of a complaint arising under this insurance, **You** should complaint to the appropriate party. Please ensure **your policy** number is quoted in all correspondence to assist a quick and efficient response.

For complaints regarding the sale of the **policy**:

Trinity Insurance Services,  
Metro House, Northgate, Chichester, West Sussex, PO19 8BE

Tel: **01243 817777**

Email: **hello@talktotrinity.com**

For complaints regarding a claim:

Write to **us**:  
Arc Legal Assistance Ltd, PO Box 8921, Colchester, CO4 5YD

Email **us** at: **customerrelations@arclegal.co.uk**

Call **us** on: **01206 615000**

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

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. This may also apply if **You** are insured in a business capacity. **You** may contact the Financial Ombudsman Service at:

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

Tel: **0300 123 9 123**

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

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

#### Compensation

The **Insurer** is covered by the Financial Services Compensation Scheme (FSCS). If it fails to carry out its responsibilities under this **policy**, **You** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at: **www.fscs.org.uk** or by phone on **0800 678 1100** or **020 7741 4100**.

#### Authorisation

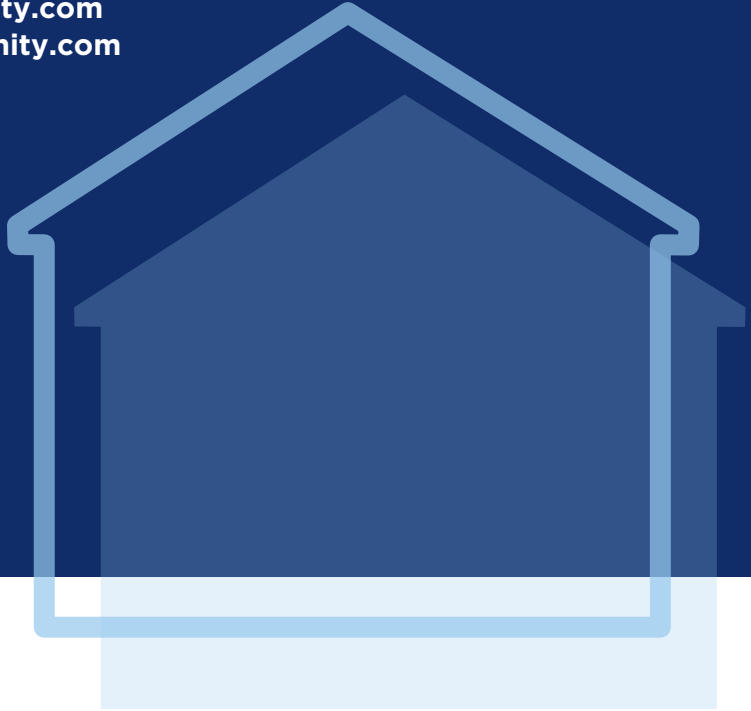
Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website: **www.fca.org.uk/register** or by contacting the Financial Conduct Authority on **0800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

This **policy** is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at: **www.fca.org.uk**

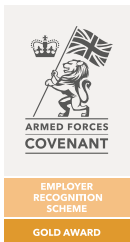
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- Kit, contents and personal possessions insurance
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[hello@talktotrinity.com](mailto:hello@talktotrinity.com)  
01243 817777



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



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PO20 7EQ.  
Registration number: 03904541

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