



# POLICY DOCUMENT

## HOME INSURANCE





# HOME INSURANCE POLICY

## WELCOME!

**Thank you for choosing Pen Underwriting to provide your home insurance**

This is **Your** Home Insurance Policy Wording, setting out **Your** insurance protection in detail. The Policy Wording must be read together with the Policy **Schedule** and Statement of Facts as one document.

It is an important document so **You** should keep it somewhere safe - **You** will need it if **You** need to make a claim.

Please read it carefully to make sure that it meets **Your** requirements and that the details on the Policy **Schedule** and Statement of Facts are correct.

**Your** premium has been based upon the information shown in the Policy **Schedule** and recorded in **Your** Statement of Facts. If after reading **Your** Policy Wording **You** have any questions, any details are incorrect or the Policy does not provide the cover **You** need then **You** must contact **Your** insurance advisor immediately.

**Your** insurance relates only to those sections of the Policy which are shown in the **Schedule** as being included.

This Policy has been produced by Pen Underwriting Limited a Managing General Agent of the **Insurer(s)** listed on **Your Schedule**. The **Insurer(s)** have delegated authority to Pen Underwriting Limited to underwrite insurance and handle claims for **You** on their behalf. For details of Pen Underwriting Limited's Data Protection and Privacy Policies visit the Pen Underwriting website at [www.penunderwriting.co.uk](http://www.penunderwriting.co.uk)

The **Insurer** that is providing **Your** Pen Underwriting Home Insurance Policy can be found in **Your** Policy **Schedule**.

Family Professional Fees cover is provided by Royal & Sun Alliance Insurance plc, the Coverholder for this section is Legal Management Ltd.

## Useful Telephone Numbers

This information can be found on **Your** Policy **Schedule**.

Please note all calls are recorded for training and monitoring purposes and are charged at the national standard rate.

## How to make a claim

If **You** need to make a claim, please contact **Us** straightaway by calling the telephone number printed on **Your** Policy **Schedule** and have **Your** Policy Number to hand when calling. **Your** Policy Number appears on the top left corner of **Your** Policy **Schedule** and **Your** Statement of Facts.

Please also refer to the Policy Conditions Section 2 "Claims" at the back of **Your** Policy Wording for full details of **Your** duties and how **We** deal with **Your** claim.

## Your Policy Wording

**Your** Policy Wording is made up of individual Sections. This Wording should be read together with **Your** current Policy **Schedule** for precise details of **Your** insurance protection. **We** have also included (under Important Information) details of **Your** right to cancel this Policy and also what to do if **You** have a complaint.

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# IMPORTANT INFORMATION

## The contract of insurance

This Policy is a contract of insurance between **You** and the **Insurer**. The following elements form the contract between **You** and the **Insurer**, please read them and keep them safe:

- **Your** Policy Wording
- information contained on **Your** Statement of Facts documents issued by **Us**
- **Your Schedule** and any **Endorsements** shown on it
- any changes to **Your** Home Insurance Policy contained in notices issued by **Us** at renewal.

In return for **You** paying **Your** premium, **We** will provide cover shown in **Your Schedule** on the terms and conditions of this Policy Wording during the **Period of Insurance**.

**Our** provision of insurance under this Policy is conditional upon **You** observing and fulfilling the terms, provisions, conditions and clauses of this Policy Wording.

## Information and changes we need to know about

**You** must take reasonable care to provide complete and accurate answers to the question **We** ask when **You** take out, make changes to, and renew **Your** Policy.

Please tell **Your** insurance advisor to let **Us** know if there are any changes to the information set out in the Statement of Facts or on **Your Schedule**. **You** must also tell **Us** about the following if they represent a change or a fact **You** have not already told **Us** about:

- any intended alteration to, extension to or renovation of the **Home**. However **You** do not need to tell **Us** about internal alterations to the **Home** unless the value of the work is over £25,000 or **You** are creating an additional **Bedroom**, bathroom or shower room,
- any change to people insured, or to be insured,
- any change or addition to the **Contents** or the property to be insured that results in the need to increase the amounts insured or the limits that are shown on **Your** Policy **Schedule**,
- if **Your** property is to be lent, let, sub-let, or used for business purposes (other than occasional clerical work),
- if **Your** property is **Unoccupied**,
- if any member of **Your** household or any person to be insured on this Policy is charged with, or convicted of a criminal offence (other than motoring offences).

If **You** are in doubt, please contact **Your** insurance advisor.

When **We** are notified of a change, **We** will tell **Your** insurance advisor if this affects **Your** Policy, for example whether **We** are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to **Your** policy.

If the information provided by **You** is not complete and accurate:-

- **We** may cancel **Your** Policy and refuse to pay any claim, or
- **We** may not pay any claim in full, or
- **We** may revise the premium and/or change any **Excess**, or
- the extent of the cover may be affected.

## Choice of Law

The law of England and Wales will apply to this contract unless:

- **You** and **We** specifically agree otherwise; or
- at the date of the contract **You** are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

## Use of Language

Unless otherwise agreed, the contractual terms and conditions and other information relating to this contract will be in English.

## Customers with Disabilities

This Policy and other associated documentation are also available in large print, audio and Braille. If **You** require any of these formats, in the first instance please contact **Your** insurance advisor.

## IMPORTANT INFORMATION (continued)

### Your right to cancel

**You** have a statutory right to cancel **Your** Policy within 14 days from the day of purchase or renewal or from the day **You** receive **Your** Policy, whichever is the later ("cooling off period").

If **You** decide that **You** do not wish to accept the policy, please contact **Your** insurance advisor. Subject to no claims being made or notified, **We** will refund the full premium. The policy will be treated as not being taken up and it will be cancelled from inception.

If **You** do not exercise **Your** right to cancel within the cooling off period, the Policy will remain in force and all premiums will be payable in accordance with the terms of the Policy.

If **You** wish to cancel **Your** policy and it is outside of the 14 day cooling off period, please contact **Your** insurance advisor and refer to the Policy Conditions section of **Your** Policy Wording.

### How much cover do you need?

While **Your** insurance advisor can guide **You**, it is **Your** responsibility to make sure that the amount of insurance cover **You** buy represents the full value of **Your** property.

For **Buildings** cover the value must represent the full cost of rebuilding the **Buildings** including any extra costs that may be involved such as demolition, architect's and surveyor's fees and any additional costs in meeting local authority requirements.

For **Contents** and **Personal Possessions** the value must represent the full cost of replacing all the property as new, other than clothing and linen where **We** may make a deduction for wear and tear and the resultant loss in value.

The maximum amount that **We** will pay in the event of a claim is the **Sum Insured** so it is very important that **You** insure **Your** property for the full amount of its value.

### Property maintenance

It is **Your** responsibility to maintain and look after **Your** property. **Your** Policy is intended to provide **You** with cover against events that are sudden and unforeseen, for example fire or flood. It will not cover **You** for damage that happens gradually over time like damp, or rot, or for damage caused by wear and tear, or for, general maintenance costs such as repairs to defective rendering or general roof repairs.

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

A person who is not a party to this insurance has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of this insurance. This shall not affect any right or remedy of a third party which exists or is available apart from this Act.

### General Data Protection Regulation Privacy Notice

Pen Underwriting Limited are the data controller of any personal information **You** provide to **Us** or personal information that has been provided to **Us** by a third party. **We** collect and process information about **You** in order to arrange insurance policies and to process claims. **Your** information is also used for business purposes such as fraud prevention and detection and financial management. This may involve sharing **Your** information with third parties such as insurers, brokers, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, **Our** regulators, police and government agencies or fraud prevention agencies.

**We** may record telephone calls to help **Us** monitor and improve the service **We** provide. For further information on how **Your** information is used and **Your** rights in relation to **Your** information please see **Our** Privacy Policy - <https://www.penunderwriting.co.uk/Privacy-and-Cookies>. If **You** are providing personal data of another individual to **Us**, **You** must tell them **You** are providing their information to **Us** and show them a copy of this notice.

# COMPLAINTS PROCEDURE

## Our promise of service

It is always the intention to provide a first class standard of service. However it is appreciated that occasionally things go wrong. In some cases the insurance advisor who arranged the insurance will be able to resolve any concerns and **You** should contact them directly.

Alternatively if **You** need to complain please contact the Pen Underwriting Limited Complaints Officer quoting **Your** policy or claim number.

Pen Underwriting Limited Complaints  
7<sup>th</sup> Floor Spectrum Building  
55 Blythswood Street  
Glasgow  
G2 7AT

Telephone: 0141 285 3539  
Email: [pencomplaints@penunderwriting.com](mailto:pencomplaints@penunderwriting.com)

**Your** complaint will be acknowledged within 5 business days of receipt. If the complaint is not resolved within 4 weeks of receipt Pen Underwriting will write to **You** and let **You** know what further action will be taken. A final response letter will be issued within 8 weeks of receipt.

Upon receipt of the final response letter if **You** remain dissatisfied **You** may refer **Your** complaint to the Financial Ombudsman Service.

Whilst **We** are bound by the decision of the Financial Ombudsman Service, **You** are not. Following the complaints procedure does not affect **Your** right to take legal action.

## Financial Services Compensation Scheme

**We** are covered by the Financial Services Compensation Scheme (FSCS). If **We** cannot meet **Our** obligations, **You** may be entitled to compensation under the FSCS. Further information about the FSCS and the criteria under which **You** may be entitled to compensation is available on the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk) or by writing to The Financial Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.



## POLICY DEFINITIONS

Wherever the following words or phrases appear in this Policy, other than Section 4: Family Professional Fees Policy, they will have the meanings defined below. A defined word will start with a capital letter and will be printed in bold (e.g. **You**).

<b>Accidental Damage</b>	Damage caused suddenly and unexpectedly by an outside force.
<b>Bedroom</b>	A room originally designed as a <b>Bedroom</b> even if it is now used for other purposes.
<b>Bodily Injury</b>	<b>Bodily Injury</b> includes death or disease.
<b>British Isles</b>	The United Kingdom, Republic of Ireland, the Channel Islands and the Isle of Man.
<b>Buildings</b>	<p>(a) the <b>Home</b> and its decorations</p> <p>(b) fixtures and fittings attached to the <b>Home</b></p> <p>(c) permanently installed swimming pools (but not swimming pool covers), professionally installed solar panels, professionally installed wind turbines, tennis courts, drives, patios and terraces, walls, gates and fences and fixed fuel tanks</p> <p>that <b>You</b> own or for which <b>You</b> are legally responsible within the address named in the <b>Schedule</b>.</p>
<b>Business Equipment</b>	Computers, keyboards, printers, desktop publishing units, multi-user small business computers, photocopiers, computer-aided design equipment, and other office equipment owned by <b>You</b> and used in connection with a business that <b>You</b> run from the <b>Home</b> .
<b>Contents</b>	<p>Household goods and personal property, within the <b>Home</b>, which are <b>Your</b> property or which <b>You</b> are legally responsible for:</p> <p>This includes:</p> <p>(a) tenant's fixtures and fittings</p> <p>(b) radio and television aerials, satellite dishes, their fittings and masts which are attached to the <b>Home</b></p> <p>(c) property in the open but within the boundary of the <b>Home</b> up to £1,000 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the <b>Home</b>)</p> <p>(d) deeds and registered bonds and other personal documents up to £1,000 in total.</p> <p>The definition of <b>Contents</b> does NOT include:</p> <p>a. motor vehicles (other than domestic garden machinery and pedestrian controlled models or toys), caravans, trailers or watercraft, or aircraft or their accessories</p> <p>b. any living creature</p> <p>c. trees, bushes, plants or shrubs other than those normally kept in the <b>Home</b></p> <p>d. any part of the <b>Buildings</b></p> <p>e. any property held or used for business purposes other than <b>Business Equipment</b> up to £5,000 in total</p> <p>f. any property insured under any other insurance.</p>
<b>Credit Cards</b>	<b>Credit Cards</b> , charge cards, debit cards, bankers cards and cash dispenser cards issued in the United Kingdom, belonging to <b>You</b> and held for private or domestic purposes.
<b>Domestic Employee</b>	A person who <b>You</b> employ to carry out domestic duties at the <b>Home</b> and who is not employed by <b>You</b> in connection with any business, trade, profession or employment.
<b>Downloads</b>	Software or files legally downloaded and stored on any computer or home entertainment equipment.
<b>Endorsement</b>	A change in the terms and conditions of this insurance as shown on <b>Your Schedule</b> .
<b>Excess</b>	The amount <b>You</b> will have to pay towards each separate claim. The details of <b>Your Excess</b> will be shown on the <b>Schedule</b> .
<b>Heave</b>	Upward movement of the ground beneath the <b>Buildings</b> as a result of the soil expanding.
<b>Home</b>	The property, the garages and any outbuildings used for domestic purposes at the address shown in the <b>Schedule</b> .
<b>Landslip</b>	Downward movement of sloping ground.

## POLICY DEFINITIONS (continued)

<b>Money</b>	Current legal tender, cheques, postal and money orders including: a. postage stamps not forming part of a stamp collection b. savings stamps and savings certification, travellers' cheques c. premium bonds, luncheon vouchers and gift tokens all held for private or domestic purposes.
<b>Period of Insurance</b>	The length of time for which this Policy is in force, as shown in the <b>Schedule</b> , and for which <b>You</b> have paid and <b>We</b> have accepted a premium. Each renewal represents the start of a new <b>Period of Insurance</b> .
<b>Personal Possessions</b>	Clothing, baggage, guns, jewellery and watches, sports equipment and other similar items normally worn, used or carried about the person and all of which belong to <b>You</b> .  Personal Possessions does NOT include: a. Money and Credit Cards b. Pedal cycles in excess of £500 must be specified.
<b>Sanitary Ware</b>	Washbasins, sinks, bidets, toilet pans and cisterns, shower trays, shower screens, baths and bath panels.
<b>Schedule</b>	The <b>Schedule</b> forms part of this Policy and contains details of the <b>Home</b> , the <b>Sums Insured</b> , the <b>Period of Insurance</b> , and the sections of this insurance which apply.
<b>Settlement</b>	Downward movement of the land beneath the <b>Buildings</b> as a result of compaction due to the weight of the <b>Buildings</b> .
<b>Storm</b>	Strong winds of over 47mph which will sometimes be accompanied by rain, snow or hail. Heavy or persistent rain on its own is not a <b>Storm</b> unless it is a torrential downpour with over an inch of rain in a one hour period (or a proportionate amount in a shorter time of the same proportion).
<b>Subsidence</b>	Downward movement of the land beneath the <b>Buildings</b> that is not a result of <b>Settlement</b> .
<b>Sum Insured</b>	The amount shown on the <b>Schedule</b> as the most <b>We</b> will pay for claims resulting from one incident unless otherwise stated in this Policy Wording or on the <b>Schedule</b> .
<b>Unfurnished</b>	Not furnished adequately for normal living purposes.
<b>Unoccupied</b>	Not lived in by <b>You</b> for 60 consecutive days.
<b>Valuables (in the Home)</b>	(a) jewellery (b) furs; (c) gold, silver, gold and silver plated articles or other precious metals (d) works of art and antiques  Unless otherwise specified in the <b>Schedule</b> the maximum that <b>We</b> will pay in respect of <b>Valuables</b> is as follows: a. If the <b>Home</b> has 1 or 2 <b>Bedrooms</b> £10,000 b. If the <b>Home</b> has 3 <b>Bedrooms</b> £12,500 c. If the <b>Home</b> has 4 <b>Bedrooms</b> £15,000 d. If the <b>Home</b> has 5 <b>Bedrooms</b> £17,500. <b>We</b> will not pay more than £2,000 in respect of any one single article.
<b>We / Us / Our / Insurer(s)</b>	The <b>Insurer(s)</b> whose identity is stated in the <b>Schedule</b> .
<b>You / Your / The Policyholder</b>	The person or persons named in the <b>Schedule</b> , their domestic partner and all members of their family (or families) who are permanently living with them including any foster children who live with them.



# SECTION 1: BUILDINGS

(This Section only applies if stated as INSURED in the **Schedule**.)

## A COVER

What is Covered	What is Not Covered
<b>We</b> will pay for loss or damage to the <b>Buildings</b> caused by any of the following:	<b>We</b> will NOT pay for loss or damage:
1. fire, smoke damage, lightning, explosion or earthquake	a) to anything that happens gradually.
2. aircraft and other flying devices or items dropped from them	
3. <b>Storm</b> , flood or weight of snow	a) to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, hedges, gates and fences.
4. escape or water from, or frost damage to, fixed water tanks, apparatus or pipes	a) to swimming pools b) while the <b>Buildings</b> are <b>Unfurnished</b> c) while the <b>Buildings</b> are <b>Unoccupied</b> d) caused by the failure or lack of grout and/or sealant e) resulting from the failure of fish tanks f) caused by taps being left on or sinks/baths overflowing.
5. escape of oil from a fixed domestic oil-fired heating installation or smoke damage caused by a fault in any fixed domestic heating installation and the associated cost of decontaminating polluted land or water	a) due to wear and tear or anything that happens gradually b) to domestic fixed fuel-oil tanks c) caused by faulty workmanship d) while the <b>Buildings</b> are <b>Unfurnished</b> e) while the <b>Buildings</b> are <b>Unoccupied</b> .
6. theft or attempted theft	a) while the <b>Buildings</b> are <b>Unfurnished</b> b) while the <b>Home</b> is lent, let or sub-let unless there is physical evidence of violent and forcible entry c) while the <b>Buildings</b> are <b>Unoccupied</b> d) caused by <b>You</b> , paying guests or tenants.
7. collision by any vehicle or animal	
8. (i) riot, civil unrest, strikes and labour or political disturbances  (ii) malicious acts	(i) a) while the <b>Buildings</b> are <b>Unfurnished</b> b) while the <b>Buildings</b> are <b>Unoccupied</b> c) if the claim is not reported within 7 days of the incident date.  (ii) a. while the <b>Buildings</b> are <b>Unfurnished</b> b. while the <b>Buildings</b> are <b>Unoccupied</b> c. and malicious acts caused by <b>You</b> , paying guests or tenants.

## SECTION 1: BUILDINGS (continued)

What is Covered	What is Not Covered
<b>We</b> will pay for loss or damage to the <b>Buildings</b> caused by any of the following:	<b>We</b> will NOT pay for loss or damage:
9. <b>Subsidence, Heave</b> or <b>Settlement</b> of the land that the <b>Buildings</b> stand on, or <b>Landslip</b>	<ul style="list-style-type: none"> <li>a) to domestic fixed fuel oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences (However, <b>We</b> will pay if <b>We</b> accept a claim for <b>Subsidence, Heave</b> or <b>Landslip</b> damage to the <b>Home</b>.)</li> <li>b) to solid floors (However, <b>We</b> will pay if the load bearing walls of the <b>Home</b> are damaged at the same time by the same event.)</li> <li>c) arising from faulty design, specification, workmanship or materials</li> <li>d) which compensation has been provided for or would have been but for the existence of this insurance under any contract or guarantee or by law</li> <li>e) caused by coastal erosion or riverbed erosion</li> <li>f) whilst the <b>Buildings</b> are undergoing any structural repairs, alterations or extensions</li> <li>g) as a result of the action of chemicals on, or the reaction of chemicals with any materials which form part of the <b>Buildings</b></li> <li>h) if <b>You</b> knew when this Policy started that any part of the <b>Buildings</b> had already been damaged by <b>Subsidence, Heave</b> or <b>Landslip</b> (However, <b>We</b> will pay if <b>You</b> told <b>Us</b> about this and <b>We</b> accepted it.)</li> <li>i) caused by normal <b>Settlement</b> or shrinkage, or by recently placed infill materials moving up.</li> </ul>
10. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts	<ul style="list-style-type: none"> <li>a) to radio and television aerials, satellite dishes, their fittings and masts.</li> </ul>
11. falling trees, telegraph poles or lamp-posts	<ul style="list-style-type: none"> <li>a) caused by trees being cut down or cut back within the boundary of the <b>Home</b></li> <li>b) to gates and fences. (However, <b>We</b> will pay if the <b>Home</b> is damaged at the same time by the same event.)</li> </ul>

## B EXCLUSIONS

Please note the following Exclusions apply to this entire Section.

**We** will NOT pay for:

- (a) anything contained within the General Exclusions Section;
- (b) the **Excess** specified in the **Schedule**;
- (c) wet or dry rot.

# SECTION 1: BUILDINGS (continued)

## C ADDITIONAL BENEFITS

What is Covered	What is Not Covered
	<b>We will NOT pay for:</b>
<b>1. Underground Services</b> <b>We</b> will pay for the cost of repairing accidental breakage to: <ul style="list-style-type: none"> <li>(a) domestic oil pipes;</li> <li>(b) underground water-supply pipes;</li> <li>(c) underground sewers, drains and septic tanks;</li> <li>(d) underground gas pipes;</li> <li>(e) underground cables;</li> </ul> which <b>You</b> are legally responsible for.	Loss or damage: <ul style="list-style-type: none"> <li>a) due to wear and tear or anything that happens gradually</li> <li>b) due to a fault or limit of design. Manufacture, construction or installation.</li> </ul>
<b>2. Glass and Sanitary Ware</b> <b>We</b> will pay for the cost of accidental breakage to: <ul style="list-style-type: none"> <li>(a) fixed glass and double glazing (including the cost of replacing frames);</li> <li>(b) solar panels;</li> <li>(c) <b>Sanitary Ware</b>;</li> <li>(d) ceramic hobs;</li> </ul> forming part of the <b>Buildings</b> .	<ul style="list-style-type: none"> <li>a) loss or damage:               <ul style="list-style-type: none"> <li>i) specifically excluded under this Section</li> <li>ii) movement, settling, shrinking, collapsing or cracking of the <b>Buildings</b></li> <li>iii) while the <b>Home</b> is undergoing alteration, repair, cleaning, maintenance or extension</li> <li>iv) caused by wear and tear, frost or anything that happens gradually</li> <li>v) arising from faulty design, specification, workmanship or materials</li> <li>vi) from mechanical or electrical faults or breakdown;</li> <li>vii) caused by dryness, dampness, extremes of temperature or exposure to light</li> <li>viii) caused by, contributed to or arising from any kind of pollution and/or contamination</li> <li>ix) while the <b>Buildings</b> are <b>Unfurnished</b></li> <li>x) while the <b>Buildings</b> are <b>Unoccupied</b>.</li> </ul> </li> <li>b) general maintenance.</li> </ul>
<b>3. Loss of Metered Water</b> <b>We</b> will pay for increased metered water charges <b>You</b> have to pay following an accidental escape of water discharged from a metered water system providing service to the <b>Home</b> .  The maximum that <b>We</b> will pay is £2,000 in any one <b>Period of Insurance</b> .	
<b>4. Trace and Access</b> <b>We</b> will pay for: <ul style="list-style-type: none"> <li>(a) costs and expenses incurred in tracing the source of damage caused by the escape of water from any tank, apparatus, pipe or fixed heating systems in the <b>Home</b>;</li> <li>(b) any repairs directly arising from (a).</li> </ul> The maximum that <b>We</b> will pay if £5,000 in any one <b>Period of Insurance</b> .	

## SECTION 1: BUILDINGS (continued)

What is Covered	What is Not Covered
	<b>We will NOT pay for:</b>
<p><b>5. Loss of Rent and Alternative Accommodation</b></p> <p>If the <b>Home</b> is damaged by any cause covered under this Section and, as a result, cannot be live in, <b>We</b> will pay for:</p> <ul style="list-style-type: none"> <li>(a) loss of rent due to <b>You</b> which <b>You</b> are unable to recover;</li> <li>(b) any costs of alternative accommodation for <b>You</b> and <b>Your</b> pets;</li> </ul> <p>until the <b>Home</b> is ready to be lived in.</p> <p>The maximum that <b>We</b> will pay is £50,000 in any one <b>Period of Insurance</b>.</p>	
<p><b>6. Damage caused by Emergency Services</b></p> <p><b>We</b> will pay for costs and expenses incurred following loss or damage caused by the emergency services in gaining access to the <b>Home</b> in the course of their duty to safeguard life or property.</p>	
<p><b>7. Damage to Gardens</b></p> <p><b>We</b> will pay for trees, shrubs, plants and lawns following loss or damage insured under this Section.</p>	<p>Loss or damage:</p> <ul style="list-style-type: none"> <li>a) caused by domestic pets, animals, wildlife, birds, insects, vermin, fungus or frost</li> <li>b) to trees, shrubs, plants and lawns dying naturally or because <b>You</b> haven't looked after them properly</li> <li>c) to trees, shrubs, plants and lawns on land not belonging to the <b>Home</b></li> <li>d) while the <b>Buildings</b> are <b>Unfurnished</b></li> <li>e) while the <b>Buildings</b> are <b>Unoccupied</b>.</li> </ul> <p>The maximum <b>We</b> will pay is £5,000 in any one <b>Period of Insurance</b>.</p> <p>Single article limit of £500 per tree, shrub or plant.</p>
<p><b>8. Professional Fees and Other Expenses</b></p> <p><b>We</b> will pay for:</p> <ul style="list-style-type: none"> <li>(a) architects', surveyors' and consulting engineers' fees;</li> <li>(b) the cost of removing debris and demolishing or supporting the damaged parts of the <b>Buildings</b>, which <b>We</b> have agreed to pay;</li> <li>(c) costs <b>You</b> have to pay in order to comply with any Government or local authority requirements;</li> </ul> <p>incurred in reinstating or repairing the <b>Buildings</b> following damage insured under this Section.</p>	<ul style="list-style-type: none"> <li>a) expenses incurred for preparing a claim or an estimate of loss or damage</li> <li>b) any costs if Government or local authority requirements have been served on <b>You</b> before the loss or damage.</li> </ul>
<p><b>9. Selling Your Home</b></p> <p>If <b>You</b> enter into a contract to sell <b>Buildings</b> insured by this Policy, and they are destroyed or damaged prior to the sale being completed, the buyers will be entitled to any benefit from this insurance for the damage once the sale has been completed.</p> <p>This will not apply if any other insurance has been arranged by or on behalf of the buyer.</p>	

## SECTION 1: BUILDINGS (continued)

What is Covered	What is Not Covered
	<b>We will NOT pay for:</b>
<p><b>10. Property Owner's Liability</b></p> <p><b>We</b> will pay for all amounts <b>You</b> become legally liable for as owner of the <b>Buildings</b> as a result of:</p> <ul style="list-style-type: none"> <li>(a) <b>Bodily Injury</b>;</li> <li>(b) accidental loss of or damage to property;</li> </ul> <p>happening during the <b>Period of Insurance</b> and arising:</p> <ul style="list-style-type: none"> <li>i. from <b>Your</b> ownership of the <b>Buildings</b>;</li> <li>ii. under Section 3 of the Defective Premises Act 1972 (or the Defective Premises Northern Ireland Order 1975) for any <b>Home You</b> previously owned and occupied or leased and occupied.</li> </ul> <p>If the <b>Buildings</b> Section of this Policy is cancelled or ends, this Defective Premises Act cover will continue for seven years for any <b>Home</b> insured by this Section before the cover was cancelled or ceased.</p> <p>The maximum <b>We</b> will pay in respect of any one occurrence is £2,000,000.</p> <p><b>We</b> will also pay all <b>Your</b> costs and expenses that <b>We</b> have agreed to in writing.</p>	<p><b>Your</b> legal liability:</p> <ul style="list-style-type: none"> <li>a) as occupier of the <b>Buildings</b></li> <li>b) for accidental <b>Bodily Injury</b> to any person <b>You</b> employ if the <b>Bodily Injury</b> happens as a result of or in the course of their employment with <b>You</b></li> <li>c) for loss or damage to property which belongs to <b>You</b> or is in <b>Your</b> care</li> <li>d) in connection with any motorised vehicle</li> <li>e) under any agreement except to the extent that <b>You</b> would have been liable without that agreement</li> <li>f) in connection with <b>Your</b> trade, business or profession</li> <li>g) under (b) above where cover is provided by another policy of insurance.</li> </ul>

## SECTION 1: BUILDINGS (continued)

### IMPORTANT NOTE

If **You** are the owner or occupier of the **Home** insured by this Policy.

Accidents that happen in the **Buildings** or on the land are nearly always the legal responsibility of the occupier (the person who lives in the **Buildings** or on the land) rather than the owner).

If **You** are the owner and the occupier of the **Buildings**, please remember that this **Buildings** insurance Section does NOT cover **Your** legal liability as occupier of the **Home** or its land.

To protect yourself, **You** will need to arrange **Contents** insurance, which provides occupier's liability cover. This cover is automatically provided by the **Contents** Section of this Policy where it is shown on the **Schedule** as INSURED.

### D OPTIONAL EXTENSION

What is Covered	What is Not Covered
	<b>We will NOT pay for:</b>
<b>1. Accidental Damage to the Buildings</b> (This cover is optional and only applies if stated as INSURED in the <b>Schedule</b> .)	a) loss or damage: <ul style="list-style-type: none"> <li>i) specifically excluded under this Section</li> <li>ii) movement, settling, shrinking, collapsing or cracking of the <b>Buildings</b></li> <li>iii) while the <b>Home</b> is undergoing alteration, repair, cleaning, maintenance or extension</li> <li>iv) caused by wear and tear, infestation, corrosion, damp, mould or frost or any other anything that happens gradually</li> <li>v) arising from faulty design, specification, workmanship or materials</li> <li>vi) from mechanical or electrical faults or breakdown;</li> <li>vii) caused by dryness, dampness, extremes of temperature or exposure to light</li> <li>viii) to swimming pools, tennis courts, drives, patios and terraced, walls, gates and fences and fuel tanks</li> <li>ix) caused by, contributed to or arising from any kind of pollution and/or contamination</li> <li>x) while the <b>Buildings</b> are <b>Unfurnished</b></li> <li>xi) while the <b>Buildings</b> are <b>Unoccupied</b></li> <li>xii) caused by chewing, tearing, scratching or fouling by animals.</li> </ul> b) general maintenance.



## SECTION 1: BUILDINGS (continued)

### E CLAIMS SETTLEMENT UNDER SECTION 1

(Please also refer to the Policy Conditions Section of this Wording.)

#### 1. Limit of Insurance

**We** will NOT pay more than the **Sum Insured** shown in the **Schedule**.

#### 2. Replacement or Repair

**We** will pay the cost of repair or replacement less a deduction for wear, tear or betterment (where the **Buildings** would be improved by the repair or replacement) if:

- (a) the **Buildings** have not been maintained in good repair; or
- (b) at the time of any damage the **Sum Insured** for **Buildings** is less than the full rebuilding cost.

If the repair or replacement is not carried out **We** will, at **Our** option, pay the reduction in market value resulting from the damage not exceeding what it would have cost to repair the damage to the **Home** if the repair work had been carried out without delay.

#### 3. Pairs, Sets and Suites

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

#### 4. Automatic Re-instatement of Sums Insured

**We** will NOT reduce the **Sum Insured** under this Section after **We** have paid a claim provided that **You** agree to carry out **Our** recommendations to prevent further loss or damage.

#### 5. Trace and Access

**We** will pay for goods and services which are competitive in the relevant marketplace.

## SECTION 2: CONTENTS

(This Section only applies if stated as INSURED in the **Schedule**.)

### A COVER

What is Covered	What is Not Covered
<b>We</b> will provide cover for loss or damage to the <b>Contents</b> in the <b>Home</b> caused by any of the following:	<b>We</b> will NOT pay for loss or damage:
1. fire, smoke damage, lightning, explosion or earthquake	a) to anything that happens gradually.
2. aircraft and other flying devices or items dropped from them	
3. <b>Storm</b> , flood or weight of snow	a) to property in the open.
4. escape of water from or frost damage to fixed water tanks, apparatus or pipes	a) while the <b>Buildings</b> are <b>Unfurnished</b> b) while the <b>Buildings</b> are <b>Unoccupied</b> c) caused by the failure or lack of grout and/or sealant d) resulting from the failure of fish tanks e) caused by taps being left on or sinks / baths overflowing.
5. escape of oil from a fixed domestic oil-fired heating installation or smoke damage caused by a fault in any fixed domestic heating installation and the associated cost of decontaminating polluted land or water	a) due to wear and tear or anything that happens gradually b) caused by faulty workmanship c) while the <b>Buildings</b> are <b>Unfurnished</b> d) while the <b>Buildings</b> are <b>Unoccupied</b> .
6. theft or attempted theft	a) whilst the <b>Home</b> is lent, let or sub-let (However, <b>We</b> will pay if someone has broken into or out of the <b>Home</b> using force and violence or obtained access to the <b>Home</b> by deception.) b) the maximum amount that <b>We</b> will pay in respect of <b>Contents</b> contained in a domestic outbuilding including a garage is £5,000.
7. collision by any vehicle or animal	
8. (i) riot, civil unrest, strikes and labour or political disturbances  (ii) malicious acts	(i) a) while the <b>Buildings</b> are <b>Unfurnished</b> ; b) while the <b>Buildings</b> are <b>Unoccupied</b> ; c) if claims are not notified within 7 days of the incident date.  (ii) a. while the <b>Buildings</b> are <b>Unfurnished</b> ; b. while the <b>Buildings</b> are <b>Unoccupied</b> ; c. caused by <b>You</b> , paying guests or tenants
9. <b>Subsidence</b> , <b>Heave</b> or <b>Settlement</b> of the land that the <b>Buildings</b> stand on, or <b>Landslip</b>	a) to solid floors; (However, <b>We</b> will pay if the load bearing walls of the <b>Home</b> are damaged at the same time by the same event.) b) arising from faulty design, specification, workmanship or materials; c) which but for the existence of this insurance would be covered under any contract or guarantee or by law; d) whilst the <b>Buildings</b> are undergoing any structural repairs, alterations or extensions; e) by coastal erosion or riverbed erosion f) as a result of the action of chemicals on or reaction of chemicals with any materials which form part of the <b>Buildings</b> .

## SECTION 2: CONTENTS (continued)

What is Covered	What is Not Covered
<b>We</b> will provide cover for loss or damage to the <b>Contents</b> in the <b>Home</b> caused by any of the following:	<b>We</b> will NOT pay for loss or damage:
10. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts	a) to radios and television aerials, satellite dishes, their fittings and masts.
11. falling trees, telegraph poles or lamp-posts	a) caused by trees being cut down or cut back within the boundary of the <b>Home</b> .

### B EXCLUSIONS

The following Exclusions apply to this entire Section.

**We** will NOT pay for:

- (a) anything contained within the General Exclusions Section;
- (b) the **Excess** specified in the **Schedule**.

## SECTION 2: CONTENTS (continued)

### C ADDITIONAL BENEFITS

What is Covered	What is Not Covered
	<b>We will NOT pay for:</b>
<p><b>1. Temporary Removal</b>  <b>We</b> will pay for loss or damage to <b>Contents</b> whilst they are temporarily removed from the <b>Home</b>:</p> <ul style="list-style-type: none"> <li>(a) in any occupied private dwelling occupied by <b>You</b></li> <li>(b) in any <b>Buildings</b> where <b>You</b> are living or working</li> <li>(c) for valuation, cleaning or repair</li> <li>(d) in any furniture deposit store</li> <li>(e) in any bank or safety deposit box</li> </ul> <p>caused by events 1-10 in Section A.  The maximum amount <b>We</b> will pay in respect of any one occurrence is £10,000.</p>	<ul style="list-style-type: none"> <li>a) the <b>Excess</b> specified in the <b>Schedule</b></li> <li>b) <b>Contents</b> temporarily removed to a place out the <b>British Isles</b></li> <li>c) <b>Money</b> or <b>Credit Cards</b></li> <li>d) <b>Contents</b> at University/College, unless specified in the <b>Schedule</b>.</li> </ul>
<p><b>2. Rent Payable and Alternative Accommodation</b>  If the <b>Home</b> is damaged by any cause covered under this Section and, as a result, cannot be lived in <b>We</b> will pay for:</p> <ul style="list-style-type: none"> <li>(a) rent <b>You</b> have to pay as the occupier</li> <li>(b) any cost of alternative accommodation for <b>You</b> and <b>Your</b> pets for a period of up to 12 months from the date of the damage, or until the <b>Home</b> is ready to be lived in, whichever occurs first.</li> </ul> <p>The maximum amount that <b>We</b> will pay in respect of any one occurrence is £50,000.</p>	<ul style="list-style-type: none"> <li>a) the <b>Excess</b> specified in the <b>Schedule</b>.</li> </ul>
<p><b>3. Tenant's Liability</b>  <b>We</b> will pay for all amounts <b>You</b> become legally liable for, as a tenant, for loss or damage to the <b>Home</b>.  The maximum amount <b>We</b> will pay in respect of any one occurrence is £10,000.</p>	<ul style="list-style-type: none"> <li>a) the <b>Excess</b> specified in the <b>Schedule</b></li> <li>b) any caused excluded under this Section</li> <li>c) loss or damage while the <b>Buildings</b> are <b>Unfurnished</b></li> <li>d) <b>Subsidence</b> or <b>Heave</b> of the land that the <b>Buildings</b> stand on, or <b>Landslip</b></li> <li>e) fire, lightning or explosion (However, <b>We</b> will pay for damage to landlord's fixtures and fittings.)</li> <li>f) any person taking part in a riot, civil unrest, strike and labour or political disturbance</li> <li>g) malicious acts</li> <li>h) <b>We</b> will not cover damage to cables and underground pipes due to a fault or limit of design, manufacture, construction or installation.</li> </ul>

## SECTION 2: CONTENTS (continued)

What is Covered	What is Not Covered
	<b>We will NOT pay for:</b>
<b>4. Audio Equipment and Mirrors</b> <b>We</b> will pay for the cost of accidental breakage to: <ul style="list-style-type: none"> <li>(a) audio visual equipment</li> <li>(b) mirrors and fixed glass.</li> </ul>	<ul style="list-style-type: none"> <li>a) the <b>Excess</b> specified in the <b>Schedule</b></li> <li>b) loss or damage specifically excluded under this Section</li> <li>c) computers or computer equipment designed to be portable</li> <li>d) video cameras, tablets, mobile phones, pagers, computer software, games, recording tapes, discs or records</li> <li>e) damage to <b>Contents</b> within garages and outbuildings;</li> <li>f) loss or damage: <ul style="list-style-type: none"> <li>i) caused by dyeing, cleaning, repair, renovation or whilst being worked upon</li> <li>ii) caused by chewing, tearing, scratching or fouling by animals</li> <li>iii) while the <b>Home</b> is lent, let or sub-let</li> <li>iv) caused by wear and tear, moth, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost or anything that happens gradually;</li> <li>v) arising out of fault design, specification, workmanship or materials</li> <li>vi) from mechanical or electrical faults or breakdown;</li> <li>vii) arising from demolition, structural alteration or structural repair of the <b>Buildings</b></li> <li>viii) caused by dryness, dampness, extremes of temperature or exposure to light</li> <li>ix) contributed to or arising from any kind of pollution and/or contamination.</li> </ul> </li> </ul>
<b>5. Fatal Bodily Injury</b> <b>We</b> will pay £5,000 if <b>You</b> die as a result of <b>Bodily Injury</b> caused at the <b>Home</b> by fire, explosion, lightning or intruders, provided that <b>Your</b> death happens within 12 months of the sustained <b>Bodily Injury</b> .	
<b>6. Locks and Keys</b> <b>We</b> will pay for the costs of changing locks to: <ul style="list-style-type: none"> <li>(a) external doors of the <b>Home</b>;</li> <li>(b) alarm systems or domestic safes in the <b>Home</b>; following accidental loss or theft of keys.</li> </ul> The maximum amount <b>We</b> will pay in respect of any one occurrence is £500.	
<b>7. Loss of Metered Water and Loss of Oil</b> <b>We</b> will pay for increased metered water charges <b>You</b> have to pay following an accidental escape of water discharged from a metered water system providing service to the <b>Home</b> . and <b>We</b> will pay for loss of oil following a claim for escape of oil. The maximum amount <b>We</b> will pay is £2,000 in any one <b>Period of Insurance</b> .	<ul style="list-style-type: none"> <li>a) loss or damage for metered water charges or oil, when the <b>Home</b> is <b>Unoccupied</b> or <b>Unfinished</b>.</li> </ul>
<b>8. Celebration or Religious Festival</b> <b>We</b> will increase the <b>Sum Insured</b> under this Section by £1,000 for a period of 30 days before and 30 days after a celebration or religious festival that <b>You</b> celebrate.	<ul style="list-style-type: none"> <li>a) the <b>Excess</b> specified in the <b>Schedule</b></li> <li>b) loss or damage that can be recovered under any other insurance policy.</li> </ul>

## SECTION 2: CONTENTS (continued)

What is Covered	What is Not Covered
	<b>We will NOT pay for:</b>
<p><b>9. Deterioration of Food</b></p> <p><b>We</b> will pay for loss or damage to food stored in any domestic fridge or freezer in the <b>Home</b> caused by:</p> <p>(a) a rise or fall in temperature (b) contamination by freezing agents.</p> <p>The maximum amount <b>We</b> will pay in respect of any one occurrence is £2,000, unless otherwise specified in the <b>Schedule</b>.</p>	<p>a) the <b>Excess</b> specified in the <b>Schedule</b>  b) loss or damage caused by an electricity or gas company cutting off or restricting <b>Your</b> supply  c) loss or damage due to the failure of <b>Your</b> electricity or gas supply caused by a strike or any other industrial action  d) loss or damage if the domestic fridge or freezer is over 10 years old.</p>
<p><b>10. Downloads</b></p> <p><b>We</b> will pay for the cost of replacing <b>Downloads</b> following loss or damage covered under this section.</p> <p>The maximum amount <b>We</b> will pay in respect of any one occurrence is £1,000.</p>	<p>a) the <b>Excess</b> specified in the <b>Schedule</b></p>
<p><b>11. Personal Money</b></p> <p><b>We</b> will pay for theft or accidental loss of personal <b>Money</b> anywhere in the world provided that, within 24 hours of <b>You</b> discovering any such loss or theft, <b>You</b> have notified the police.</p> <p>The maximum amount <b>We</b> will pay in respect of any one occurrence is £1,000, unless otherwise specified in the <b>Schedule</b>.</p>	<p>a) the <b>Excess</b> specified in the <b>Schedule</b>  b) shortages due to error or omission  c) loss of value.</p>
<p><b>12. Unauthorised Use of Credit Cards</b></p> <p><b>We</b> will pay for amounts <b>You</b> become legally liable for as a result of unauthorised use of <b>Your Credit Cards</b> following loss or theft anywhere in the world; provided that within 24 hours of <b>You</b> discovering any such loss or theft, <b>You</b> have notified the police and card issuing company and <b>You</b> have complied with all other conditions under which <b>Your Credit Cards</b> were issued to <b>You</b>.</p> <p>The maximum amount <b>We</b> will pay is £5,000 in any one <b>Period of Insurance</b>, unless otherwise specified in the <b>Schedule</b>.</p>	<p>a) the <b>Excess</b> specified in the <b>Schedule</b>  b) shortages due to an error or omission  c) loss of value  d) loss or damage that can be recovered under any other insurance policy.</p>



## SECTION 2: CONTENTS (continued)

What is Covered	What is Not Covered
	<b>We will NOT pay for:</b>
<p><b>13. Occupier's, Personal and Domestic Liability</b></p> <p><b>We</b> will pay for amounts <b>You</b> become legally liable for as a result of:</p> <p>(a) accidental <b>Bodily Injury</b> or illness</p> <p>(b) accidental loss of or damage to property</p> <p>happening during the <b>Period of Insurance</b> in:</p> <p>i) the <b>British Isles</b></p> <p>ii) the rest of the world, for temporary visits</p> <p>and arising:</p> <p>1) as occupier (not as owner) of the <b>Home</b> and its land</p> <p>2) in personal capacity (not as owner or occupier) of any <b>Building</b> or land</p> <p>3) as employer of a <b>Domestic Employee</b>.</p> <p>The maximum amount <b>We</b> will pay in respect of any one incident is:</p> <p>A. and 2) £2,000,000</p> <p>B. £10,000,000.</p> <p><b>We</b> will also pay all <b>Your</b> costs and expenses which <b>We</b> have already agreed to in writing.</p>	<p>a) <b>You</b> or anyone on <b>Your</b> behalf owning, possessing or using:</p> <p>i) any motorised or licensed vehicle except for domestic gardening machinery, a golf buggy or an electric wheelchair</p> <p>ii) aircraft other than pedestrian controlled toys or models</p> <p>iii) caravans</p> <p>iv) boats, boards and craft designed to be used on or in water, other than those only propelled by oars or paddles or pedestrian controlled toys or models.</p> <p>b) <b>You</b> living in or occupying land or <b>Buildings</b> other than the <b>Home</b> or its grounds</p> <p>c) <b>You</b> owning land, <b>Buildings</b> or other fixed property;</p> <p>d) deliberate or malicious acts</p> <p>e) HIV and HIV-related illnesses, including AIDS</p> <p>f) dangerous dogs defined in the Dangerous Dogs Act 1991 (or any successor legislation)</p> <p>g) under any agreement except to the extent that <b>You</b> would have been liable without that agreement</p> <p>h) any trade, business or profession</p> <p>i) loss of or damage to property which belongs to <b>You</b> or is in <b>Your</b> care or control</p> <p>j) <b>Your Bodily Injury</b> or illness.</p>

## SECTION 2: CONTENTS (continued)

### IMPORTANT NOTE

If **You** are the owner or occupier of the **Home** insured by this Policy.

Accidents that happen in the **Buildings** or on the land are nearly always the legal responsibility of the occupier (the person who lives in the **Buildings** or on the land) rather than the owner.

If **You** are the owner but not the occupier of the **Buildings**, please remember that this **Contents** insurance Section does NOT cover **Your** legal liability as the owner of the **Home** or its land.

To protect yourself, **You** will need to arrange **Buildings** insurance, which provides **Your** property owner's liability cover. This cover is automatically provided by the **Buildings** Section of this Policy where it is shown on the **Schedule** as INSURED.

### D OPTIONAL EXTENSION

What is Covered	What is Not Covered
	<b>We will NOT pay for:</b>
<b>1. Accidental Damage to the Contents</b> (This cover is optional and only applies if stated as INSURED in the <b>Schedule</b> .)	a) the <b>Excess</b> specified in the <b>Schedule</b> b) loss or damage specifically excluded under this Section c) <b>Money, Credit Cards</b> , documents or stamps d) damage to <b>Contents</b> within garages and outbuildings e) loss or damage: <ul style="list-style-type: none"> <li>i) caused by dyeing, cleaning, repair, renovation or whilst being worked upon</li> <li>ii) caused by chewing, tearing, scratching or fouling by animals</li> <li>iii) to contact, corneal or micro lenses</li> <li>iv) while the <b>Home</b> is lent, let or sub-let</li> <li>v) caused by wear and tear, moth, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost or anything that happens gradually</li> <li>vi) arising out of fault design, specification, workmanship or materials</li> <li>vii) from mechanical or electrical faults or breakdown;</li> <li>viii) arising from demolition, structural alteration or structural repair of the <b>Buildings</b></li> <li>ix) caused by dryness, dampness, extremes of temperature or exposure to light</li> <li>x) contributed to or arising from any kind of pollution and/or contamination</li> <li>xi) while the <b>Home</b> is <b>Unoccupied</b></li> <li>xii) while the <b>Home</b> is <b>Unfurnished</b>.</li> </ul>

## SECTION 2: CONTENTS (continued)

### E CLAIMS SETTLEMENT UNDER SECTION 2

(Please also refer to the Policy Conditions Section of this Wording.)

#### 1. Limit of Insurance

**We** will not pay more than the **Sum Insured** shown in the **Schedule**.

#### 2. Replacement or Repair

If **You** claim for loss or damage to the **Contents** **We** will at **Our** option repair, replace, reinstate or pay for any article covered under this Section.

For total loss or destruction of any article **We** will pay **You** the cost of replacing the article as new, provided that the new article is as close as possible to but not an improvement on the original article when it was new.

Please note that a deduction for wear and tear will apply to clothes and household linen.

#### 3. Pairs, Sets and Suites

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

#### 4. Automatic Re-instatement of Sums Insured

**We** will not reduce the **Sum Insured** under this Section after **We** have paid a claim provided that **You** agree to carry out **Our** recommendations to prevent further loss or damage.

#### 5. Sum Insured

If **You** are under-insured, which means the cost of replacing or repairing the **Contents** at the time of the loss or damage is more than **Your Sum Insured** for the **Contents**, then **We** will only pay a proportion of the claim. For example, if **Your Sum Insured** only covers one half of the cost of replacing or repairing the **Contents**, **We** will only pay one half of the cost of repair or replacement.

#### 6. Proof of Value

If **You** claim for any specified item in the **Schedule** then **You** will need to provide proof of the item's value. Therefore, **We** recommend **You** retain photos, instruction booklets, copies of valuations and receipts for any specified item noted in the **Schedule**.

## SECTION 3: PERSONAL POSSESSIONS

(This Section only applied if stated as INSURED in the **Schedule**.)

### A COVER

What is Covered	What is Not Covered
We will pay for loss or damage to:	We will NOT pay for:
<p>(i) <b>Your Personal Possessions</b> (shown in the <b>Schedule</b>) anywhere in the world for a maximum period of 60 days any one trip.</p>	<p>(i) loss or damage:</p> <ul style="list-style-type: none"> <li>a) caused by insects, vermin, domestic pets, wet or dry rot, fungus, atmospheric or climatic conditions, wear and tear or anything that happens gradually</li> <li>b) from electrical or mechanical faults or breakdown</li> <li>c) for any amount over £2,000 for any one item (including articles forming a pair or set) unless stated otherwise in the <b>Schedule</b> or the specification(s) attached to the <b>Schedule</b> to individual Pedal cycles in excess of £500, unless stated otherwise in the specification(s) attached to the <b>Schedule</b>.</li> <li>d) or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon</li> <li>e) to guns caused by rusting or bursting of barrels;</li> <li>f) to sports equipment whilst in use</li> <li>g) to contact, corneal or micro corneal lenses, hearing aids, dental appliances unless otherwise stated in the specification forming part of the <b>Schedule</b></li> <li>h) for theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under <b>Your</b> personal supervision</li> <li>i) computer equipment unless otherwise stated in the specification(s) attached to the <b>Schedule</b></li> <li>j) any amount over £1,000 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant unless from a locked, concealed luggage boot or closed glove compartment following forcible and violent entry to a locked vehicle</li> <li>k) any amount over £2,000 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during <b>Your</b> absence from such rooms</li> <li>l) for loss or damage to motor vehicles, caravans, aircraft, watercraft, sail boards or surf boards</li> <li>m) articles used for business or professional purposes unless stated otherwise in the <b>Schedule</b>.</li> </ul>

## SECTION 3: PERSONAL POSSESSIONS (continued)

What is Covered	What is Not Covered
We will pay for loss or damage to:	We will NOT pay for:
(ii) <b>Your</b> pedal cycles following loss or damage anywhere in the world for a maximum period of 60 days any one trip.	(ii) loss or damage: <ul style="list-style-type: none"> <li>a) to tyres, lamps or accessories, unless the pedal cycle is stolen or damaged at the same time</li> <li>b) due to wear and tear or anything that happens gradually</li> <li>c) from mechanical or electrical faults or breakdown;</li> <li>d) while the pedal cycle is used for racing or pacemaking or is let out on hire or is used other than for private purposes</li> <li>e) to individual Pedal cycles in excess of £500, unless stated otherwise in the specification(s) attached to the <b>Schedule</b></li> <li>f) theft or attempted theft unless the pedal cycle is kept in a locked building or secured to an immovable object with a Pedal Cycle/ Motorcycle/ Motor Scooter lock which has been tested and approved to be Sold Secure Silver or Sold Secure Gold rated.</li> </ul>

### B EXCLUSIONS

The following Exclusions apply to this entire Section.

**We** will NOT pay for:

- (a) anything contained within the General Exclusions Section;
- (b) the **Excess** specified in the **Schedule**.

## SECTION 3: PERSONAL POSSESSIONS (continued)

### C CLAIMS SETTLEMENT UNDER SECTION 3

(Please also refer to the Policy Conditions Section of this Policy.)

#### 1. Limit of Insurance

We will not pay more than the **Sum Insured** shown in the **Schedule**.

#### 2. Replacement or Repair

If **You** claim for loss or damage to **Personal Possessions**, **We** will at **Our** option repair, replace, reinstate or pay for any article lost or damaged.

For total loss or destruction of any article **We** will pay **You** the cost of replacing the article as new, provided that the new article is as close as possible to but not an improvement on the original article when it was new.

Please note that a deduction for wear and tear will apply to clothes, household linen and pedal cycles.

#### 3. Pairs, Sets and Suites

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

#### 4. Automatic Re-instatement of Sums Insured

**We** will not reduce the **Sum Insured** under this Section after **We** have paid a claim provided that **You** agree to carry out **Our** recommendations to prevent further loss or damage.

#### 5. Sum Insured Condition

If **You** are under-insured, which means the cost of replacing or repairing the **Personal Possessions** at the time of the loss or damage is more than **Your Sum Insured** for the **Personal Possessions**, then **We** will only pay a proportion of the claim.

For example, if **Your Sum Insured** only covers one half of the cost of replacing or repairing the **Personal Possessions**, **We** will only pay one half of the cost of repair or replacement.

#### 6. Proof of Value

If **You** claim for any specified item in the **Schedule** then **You** will need to provide proof of the item's value. Therefore, **We** recommend **You** retain photos, instruction booklets, copies of valuations and receipts for any specified item noted in the **Schedule**.



## SECTION 4: FAMILY LEGAL EXPENSES INSURANCE

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

### Introduction

Thank **you** for choosing to insure with **us**. Please read carefully all documents that **we** have provided, together with any addendum, endorsements and the **schedule**.

If something's not right, **you** have any questions, need anything explained or believe this contract does not meet **your** needs, please contact **your** insurance agent immediately. If **you** are unhappy with the terms and wish to cancel the policy, please contact **your** insurance agent within 14 days from the date of purchase, and a full refund of premium will be arranged. This is subject to there being no claims made under this policy.

### Assistance Helpline Services

**You** can contact one of **our** helplines to obtain legal advice and guidance. **We** will not accept responsibility if any of the helpline services fail for reasons beyond our control.

#### Legal Advice Helpline

**0344 800 0128**

This helpline operates 24/7, 365 days a year and can provide advice on legal matters. Please note, this helpline service is not empowered to give advice on the admissibility of a claim under this policy. If **you** wish to make a claim, the helpline can provide **you** with a form that should be submitted directly to Legal Insurance Management Ltd.

#### Tax Advice Helpline

**01384 885744**

This helpline operates between the hours of 09:00 – 17:00, Monday to Friday excluding Bank Holidays. Please note, this helpline is only in respect of Tax issues and cannot assist with any other insurance matter.

#### Identity & Vehicle Identity Theft Helpline

**01384 397757**

This helpline operates between the hours of 09:00 – 17:00, Monday to Friday excluding Bank Holidays. Please note, this helpline is only in respect of identity theft issues and cannot assist with any other insurance matter.

### Making a Claim

If **you** wish to make a claim, it's important to let **us** know as soon as possible and during the **period of insurance**. **You** can obtain and submit a claim form to **us** by using one of the contact methods below.

Post **your** claim form to **us** at:

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

Call **us** on:

01384 37700

### Terms of Cover

This policy is written on a 'Claims Made' basis, which means it's important to let us know about any potential claims within 30 days and during this **period of insurance**. As a consequence, please note all cover therefore ceases upon expiry of this policy.

Please see the Policy Conditions section of this document, which sets out how **we** will assess **your** claim, **your** obligations to **us** under the policy and how **we** will handle **your** claim.

## SECTION 4: FAMILY LEGAL EXPENSES INSURANCE

(continued)

### Meaning of Words

The words or expressions set out below have the following meaning wherever they appear emboldened in this policy.

<b>Aspect Enquiry</b>	An enquiry where the Inspector of Taxes enquires into one or more aspects of the self-assessment tax return which may involve clarification of particular entries to detailed consideration of whether those entries have been treated correctly for tax purposes. It may involve a check on the records upon which the particular entries were based.
<b>Authorised Professional</b>	A solicitor, counsel, claims handler, mediator, accountant or other appropriately qualified person appointed and approved by <b>us</b> under the terms and conditions of this policy to represent <b>your</b> interests.
<b>Civil Legal Action</b>	When formal legal proceedings are taken against an opponent in a <b>Court</b> of Law.
<b>Claim Limits</b>	The amount <b>we</b> will pay in respect of any one claim and the total amount payable within any one <b>period of insurance</b> as specified in the <b>schedule</b> .
<b>Court</b>	A <b>Court</b> , tribunal or other competent authority.
<b>Credit Reference Agency</b>	Equifax, Experian, and Call Credit.
<b>Criminal Legal Action</b>	When a criminal investigation against <b>you</b> commences.
<b>Event</b>	The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one insured incident shall be deemed to have arisen from all causes of action, incidents or <b>events</b> that are related by cause or time.
<b>Excess</b>	The first amount of each and every claim as detailed on the <b>schedule</b> or insured <b>event</b> .
<b>Home</b>	<b>Your</b> principal, private dwelling.
<b>Identity Theft</b>	The misappropriation of the identity of another person without their knowledge or consent. These identity details are then used to obtain goods, services or to commit criminal activities in that person's name.
<b>Indirect Losses</b>	Losses and/or damage which is not directly associated with the incident that caused <b>you</b> to claim, unless expressly stated in this policy.
<b>Insurer</b>	This insurance is administered by Legal Insurance Management Ltd and underwritten by Royal & Sun Alliance Insurance plc.
<b>Insured Vehicle</b>	A vehicle that <b>you</b> own or for which <b>you</b> are legally responsible.
<b>Payment Card</b>	Bank, charge, cheque, credit, debit and cash dispenser cards.
<b>Period of Insurance</b>	The dates as shown on <b>your schedule</b> .
<b>Prospects of Success</b>	At least a 51% chance of <b>you</b> achieving a favourable outcome.
<b>Schedule</b>	The document which details <b>your</b> personal information for the purposes of this insurance and is attached to and forms part of this policy.
<b>Standard Professional Fees</b>	The level of <b>costs</b> that would normally be incurred by <b>us</b> in using an <b>authorised professional</b> of <b>our</b> choice.

## SECTION 4: FAMILY PROFESSIONAL FEES POLICY

(continued)

### Meaning of Words

<b>Territorial Limits</b>	The United Kingdom (meaning England, Scotland, Northern Ireland, Wales), Channel Islands and Isle of Man.
<b>Terrorism</b>	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.
<b>Time of Occurrence</b>	Civil Cases – Clinical Negligence (where covered by this policy) – the date upon which the <b>event</b> first became known. All other Civil Cases – the date upon which the <b>event</b> first occurred. Criminal Cases – the time at which <b>you</b> are charged with an offence.
<b>Vehicle Authority</b>	Driver and Vehicle Licensing Agency (DVLA), the Driver and Vehicle Agency (DVA) and Parking and Traffic Appeals Service (PTAS).
<b>Vehicle Identity Theft</b>	The misappropriation of the vehicle registration mark of the <b>insured vehicle</b> without <b>your</b> knowledge or consent. The vehicle registration mark details are then used to obtain goods, services or to commit motoring offences or contravene any congestion zone fees or commit parking offences.
<b>We, Us, Our</b>	Legal Insurance Management Ltd and Royal & Sun Alliance Insurance plc.
<b>You, Your</b>	a) The person named as the policyholder in the <b>schedule</b> . b) The husband or wife of the policyholder, or the policyholder's partner or civil partner who lives at the same address and shares financial responsibilities. This does not include any business partners or associates. c) The children of the policyholder, normally resident in the <b>home</b> .

## SECTION 4: FAMILY LEGAL EXPENSES INSURANCE

(continued)

### Cover

We will provide the cover detailed in the Insured Events section of this policy, subject to the terms, conditions and limitations shown below or amended in writing by us during the period of insurance.

### Insured Events

#### Personal Injury

What is Covered?	What is Excluded?
<b>Costs</b> to pursue <b>civil legal action</b> against a third party where their negligence has led to <b>your</b> death or bodily injury.	<ol style="list-style-type: none"> <li>1. Claims arising from medical, surgical, clinical negligence or cosmetic procedures.</li> <li>2. Claims relating to pharmaceuticals or tobacco products.</li> <li>3. Claims for stress, psychological or emotional injury.</li> <li>4. Claims for illness, bodily injury or death caused gradually and not by a specific, sudden <b>event</b>.</li> </ol>

#### Motor Personal Injury

What is Covered?	What is Excluded?
<b>Costs</b> to pursue <b>civil legal action</b> against a third party where their negligence has led to a road traffic collision involving the <b>insured vehicle</b> , resulting in <b>your</b> death or bodily injury.	<ol style="list-style-type: none"> <li>1. Claims for stress, psychological or emotional injury.</li> <li>2. Claims for illness, bodily injury or death caused gradually and not by a specific, sudden event.</li> </ol>

### Consumer Rights

What is Covered?	What is Excluded?
<p><b>Costs</b> to pursue or defend <b>civil legal action</b> arising out of a contract <b>you</b> have entered into for:</p> <p>a) Obtaining services.</p> <p>b) The purchase, hire, hire-purchase or sale of any personal goods.</p> <p><b>Claims within the Small Claims Court Limits</b> The payment of appropriate experts and <b>Court</b> fees together with assistance provided by <b>our</b> in-house legal advisors.</p> <p><b>Claims above Small Claims Court Limits</b> The payment of costs incurred by the <b>authorised professional</b> appointed by <b>us</b>.</p>	<ol style="list-style-type: none"> <li>1. Claims where the amount in dispute is less than £100.</li> <li>2. Any contract entered into by <b>you</b> in connection with a profession, business or trade.</li> <li>3. Any dispute that arises less than 90 days after the insurance first started, unless the dispute is to do with a contract which started after <b>you</b> took out the insurance or <b>you</b> had equivalent cover immediately prior to the inception of this policy without a break in cover.</li> <li>4. Any contract relating to work carried out, in, on or for the benefit of land or buildings other than the <b>home</b>.</li> <li>5. Any claim arising from constructing, renovating or demolishing buildings or altering their structure for <b>your</b> use (this does not apply to common <b>home</b> improvements such as installing double glazing or replacing kitchens or bathrooms).</li> <li>6. Any dispute with local or government authorities.</li> <li>7. Any claim directly or indirectly arising from an allegation of misspelling or mismanagement of financial service or products.</li> </ol>

## SECTION 4: FAMILY LEGAL EXPENSES INSURANCE

(continued)

### Home Rights

What is Covered?	What is Excluded?
<p><b>Costs</b> to pursue <b>civil legal action</b> following:</p> <p>a) Loss or damage to the <b>home</b> or goods in the <b>home</b> that belong to <b>you</b> or for which <b>you</b> are responsible.</p> <p>b) An alleged infringement of <b>your</b> rights that relate to the <b>home</b>.</p>	<ol style="list-style-type: none"> <li>1. Claims relating to the planning, erection, alteration, construction, conversion or extension of buildings or parts of buildings.</li> <li>2. Any dispute with local or government authorities, or third parties working on their behalf.</li> <li>3. Any dispute involving leased or rented property.</li> <li>4. Any dispute that arises less than 90 days after the insurance first started unless <b>you</b> had equivalent cover immediately prior to the inception of this policy without a break in cover.</li> <li>5. Any claim to establish <b>your</b> legal rights in relation to <b>your home</b>.</li> <li>6. Any claim relating to subsidence, mining or quarrying.</li> </ol>

### Probate

What is Covered?	What is Excluded?
<p><b>Costs</b> to pursue <b>civil legal action</b> in respect of a probate dispute involving the will of <b>your</b> parents, grandparents or children where <b>you</b> are a beneficiary of the will.</p>	<ol style="list-style-type: none"> <li>1. Claims where a will has not been previously made, concluded or cannot be traced (intestate).</li> </ol>

### Taxation

What is Covered?	What is Excluded?
<p><b>Costs</b> arising from or relating to an <b>Aspect Enquiry</b> or a full HM Revenue &amp; Customs investigation of <b>your</b> personal tax affairs.</p>	<ol style="list-style-type: none"> <li>1. Aspect Enquiries less than £100.</li> <li>2. Where the investigation or enquiry began before the insurance first started or where <b>you</b> should have reasonably realised a claim may occur.</li> <li>3. Investigations or enquiries by or transfer to a Special Compliance Officer.</li> <li>4. Claims arising from a false or misleading statement or representation to the HM Revenue &amp; Customs.</li> <li>5. Any case where <b>you</b> or <b>your</b> tax advisor have not taken reasonable care to act in accordance with tax legislation.</li> <li>6. Any claims arising from deficiencies in books, records, accounts or returns including the cost of completing or correcting a return.</li> <li>7. Any change in a tax investigation or <b>Aspect Enquiry</b> when it becomes clear that HM Revenue &amp; Customs suspect fraud.</li> </ol>

## SECTION 4: FAMILY LEGAL EXPENSES INSURANCE

(continued)

### Employment

What is Covered?	What is Excluded?
<ol style="list-style-type: none"> <li><b>Costs</b> for advice and guidance during any formal internal employment proceedings, including any settlement or compromise negotiations or during ACAS Early Conciliation negotiations, up to £250.</li> <li>The <b>cost</b> of <b>you</b> taking <b>civil legal action</b> against <b>your</b> employer for compensation, reinstatement or re-engagement on the grounds of unfair dismissal or unfair selection for redundancy.</li> </ol>	<ol style="list-style-type: none"> <li>Any dispute that arises less than 90 days after the insurance first started unless <b>you</b> had equivalent cover immediately prior to the inception of this policy without a break in cover.</li> </ol>

### Criminal Prosecution Defence

What is Covered?	What is Excluded?
<p><b>Costs</b> to defend <b>criminal legal actions</b> taken against <b>you</b>.</p> <p>Where a legal aid (or equivalent) scheme is available to <b>you</b> it must be utilised. Where such assistance is granted, <b>costs</b> will be limited to a sum equal to any pre-verdict contribution payable by <b>you</b>.</p>	<ol style="list-style-type: none"> <li><b>Costs</b> required to be paid by <b>you</b> in excess of any assessed contribution.</li> <li>Any legal aid (or equivalent) contribution or <b>costs</b> payable post verdict.</li> <li>Any <b>costs</b> where <b>you</b> fail to co-operate with the appropriate Legal Aid (or equivalent) Scheme, including using a representative that cannot act under any such scheme.</li> <li><b>Costs</b> to defend any action, enforcement or recovery of sums payable against <b>you</b> under the rules of any legal aid (or equivalent) scheme.</li> </ol>

### Education

What is Covered?	What is Excluded?
<p><b>Costs</b> to appeal the decision of a Local Education Authority (LEA) following their failure to comply with their published admission policy, resulting in the refusal to accept <b>your</b> child or children at the state school of <b>your</b> preference.</p> <p>Subject to a limit of £5,000 any one claim.</p>	<ol style="list-style-type: none"> <li>Claims where acceptance at the school involves examinations or other selection criteria.</li> <li>Any dispute that arises less than 6 months after the insurance first started unless <b>you</b> had equivalent cover immediately prior to the inception of this policy without a break in cover.</li> <li>Claims where the procedure for appealing against the decision to refuse a place at the school has not been followed.</li> <li>Claims where the child has been expelled, suspended or permanently excluded from another school.</li> <li>Claims for children under 5 years of age other than for admission disputes arising where the entry shall be in the academic year prior to their 5th birthday.</li> <li>Claims arising from or relating to an Education, Health and Care Plan.</li> </ol>



## SECTION 4: FAMILY LEGAL EXPENSES INSURANCE

(continued)

### Jury Service Expenses

What is Covered?	What is Excluded?
<p><b>Costs</b> for the actual amount of salary or wages <b>you</b> lose while off work to attend a <b>Court</b> for jury service.</p> <p>Subject to a limit of £2,500 any one claim.</p>	<ol style="list-style-type: none"> <li>1. Salary or wages that can be recovered from the relevant Court or <b>your</b> employer</li> <li>2. Claims where <b>you</b> are unable to prove your loss.</li> </ol>

### Identity Theft

What is Covered?	What is Excluded?
<ol style="list-style-type: none"> <li>1. <b>Costs</b> arising from <b>identity theft</b>:               <ol style="list-style-type: none"> <li>a) To defend a claim from a financial institution, merchants or their collection agencies.</li> <li>b) For the removal of any criminal or civil judgements wrongly entered against <b>you</b>.</li> <li>c) To challenge the accuracy or completeness of any information in a <b>credit reference agency</b> report.</li> <li>d) To create documents needed to prove <b>you're</b> innocent in terms of any financial irregularities committed unlawfully.</li> </ol> </li> <li>2. Postal and phone <b>costs you</b> have to pay to deal with financial institutions, the Police and <b>credit reference agencies</b> to report or discuss Identity theft.</li> <li>3. Fees charged for reapplying for a loan which has been rejected due to the original application being rejected solely because the lender received incorrect information.</li> <li>4. <b>Your</b> loss of earnings following time away from work to go and see the Police, financial institutions or <b>credit reference agencies</b> to report or discuss Identity theft.</li> </ol>	<ol style="list-style-type: none"> <li>1. Any claims connected with <b>your</b> business, profession or occupation.</li> <li>2. Any <b>costs</b>, expenses or losses incurred due to any fraudulent, dishonest or criminal act by <b>you</b>, or any other person acting in collusion with <b>you</b>.</li> </ol>

## SECTION 4: FAMILY LEGAL EXPENSES INSURANCE

(continued)

### Identity Theft Claims Conditions

If **you** discover **your** identity has been stolen, please follow the below:

1. File a Police report within 48 hours.
2. Contact the Identity Theft Helpline Service on 01384 397757.
3. Ensure **you** provide **your** address history for the past 6 years.
4. Let **your** financial institutions, **payment card** company(ies) and all other accounts know of the **identity theft** as soon as possible.
5. Fill out and return any claim forms, including an authorisation for us to obtain records and other necessary information if applicable.
6. If **you** wish to make a claim for lost wages, **you** must send **us** proof from **your** employer and provide evidence to show that it was necessary.
7. Send **us** copies of any demand notices, summonses, complaints or legal papers received in connection with a loss suffered.
8. Take all necessary action to prevent further damage to **your** identity.

## SECTION 4: FAMILY LEGAL EXPENSES INSURANCE (continued)

### General Exclusions

#### 1. **Costs** incurred:

- a. In respect of any **event** where the **time of occurrence** commenced prior to the commencement of this insurance.
- b. Where **you** are aware of a circumstance that may give rise to a claim when purchasing this insurance.
- c. Before **our** written acceptance of a claim.
- d. Before **our** approval or beyond those for which **we** have given our approval.
- e. Where **you** fail to give proper instructions in due time to **us** or to the **authorised professional**.
- f. Where **you** are responsible for anything which in **our** opinion prejudices **your** case.
- g. If **you** withdraw instructions from or, fail to respond to the authorised professional, withdraw from the legal proceedings or the **authorised professional** refuses to continue to act for **you**.
- h. Where **you** decide that **you** no longer wish to pursue **your** claim as a result of disinclination. All **costs** incurred up until this stage will become **your** responsibility.
- i. In excess of **our standard professional fees** where **you** have elected to use an **authorised professional** of **your** own choice.

2. Any claim if **we** consider it is unlikely a sensible settlement will be obtained, or where the likely settlement is disproportionate

compared with the time and **costs** incurred.

3. Claims where **you** fail to follow the advice or proper instructions of **us** or the **authorised professional**.

4. Appeals where **you** have failed to notify **us** in writing of **your** wish to appeal at least six working days before the deadline for giving notice.

5. Any **costs** and expenses that could have been recovered under any other insurance or from a Trade Union, public body or employer.

6. **Costs** arising from computer software tailored by the supplier to **your** own requirements.

7. Legal action outside the **territorial limits**, and/or proceedings in constitutional, international or supranational courts or tribunals including the European Courts of Justice and the Commission and **Court** of Human Rights.

8. Any dispute relating to written or verbal remarks which damage **your** reputation, unless appropriately covered under Social Media Defamation.

9. Any disputes involving a contract of insurance.

10. Any disputes with **us** not dealt with under the arbitration condition.

11. Any dispute relating to patents, copyrights, trade or service marks, registered designs, passing off intellectual property trade secrets or confidential information.

12. An application for judicial review or any **costs** incurred in new areas of law or test cases.

13. Any **costs** relating to **your** alleged dishonesty, deliberate or wilful act, omission or misrepresentation.

14. Any dispute or prosecution involving a motor vehicle unless the dispute relates to a claim under Motor Personal Injury.

15. Any dispute between **you** and **your** family or a matrimonial or co-habitation dispute unless the dispute is with **your** professional advisor other than appropriately covered under Probate.

16. Any claims falling within the Small Claims Track unless appropriately covered under Consumer Disputes.

17. Any matter in respect of which you are entitled to legal aid (or equivalent), our liability shall be limited to the sum equal to any assessed contribution payable by **you**.

18. Any matter arising from or relating to any business, trading activity or venture for gain.

19. Any legal action between **you** and a central or local government authority or any third party acting on their behalf unless **you** have suffered or could suffer pecuniary loss or concerning the imposition of statutory charges.

20. Any claim that could've been accepted or rejected under a previous or new legal expenses policy for the reason of this policy being written on a different claims notification basis.

21. Any claim arising from or relating to a class action.

22. 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.

This does not apply to legal proceedings connected with claiming compensation following **Your** death or bodily injury.

23. 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.

24. Any loss or damage caused by any sort of war, invasion or revolution.

25. Any loss or damage caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound.

26. 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**.

## SECTION 4: FAMILY PROFESSIONAL FEES POLICY

(continued)

### Policy Conditions

#### Notifying Us

If anything happens which could lead to a claim under this policy, **you** must let us know as soon as possible by submitting a claim form and providing **us** with all the information **we** may need. Until **you** have let **us** know about the claim and **we** have provided acceptance in writing, **we** will not be responsible for any costs, nor will **we** cover any **costs** that were incurred before **we** accepted the claim.

It's important to remember that **you** must notify claims in writing directly to Legal Insurance Management Ltd. Informing any of **our** Advice Helplines does not constitute as notification of a claim.

#### Claims Decision

The decision to accept **your** claim will take into account the advice of the **authorised professional**, as well as **our** own claims handlers. **We** may require, at **your** expense, an opinion of an expert or counsel on the merits of **your** claim. If the claim is subsequently admitted **your costs** in obtaining such an opinion and providing such advice will be reimbursed under this insurance.

**Your** claim will be accepted if all of the following apply:

1. The position has not been prejudiced.
2. **We** have assessed **your** claim and deem it to have **prospects of success**.
3. It's likely a sensible settlement will be obtained and is proportionate with the time and **costs** incurred in dealing with **your** claim.
4. The **event** and action required are covered by this insurance under the Insured **Events** section. The **event** must have happened within the **territorial limits** and during the **period of insurance**.
5. **You** have kept to the terms and conditions of this policy and none of the exclusions listed under the General Exclusions section apply.

After receiving **your** claim or during the course of it **we** may find:

1. **Your prospects of success** are insufficient.
2. There is a more suitable course of action.
3. **We** cannot agree to the claim.

In these circumstances, **we** may not continue to support **your** claim and will tell **you** why in writing.

**We** may also limit the **costs** that **we** pay under the policy for **your** claim in the following circumstances:

1. **We** consider it is unlikely a favourable settlement will be obtained.
2. The likely settlement is disproportionate with the time and expenses necessary to achieve it.
3. There are insufficient prospects of obtaining recovery of any sums claimed.

Alternatively, where it may cost **us** more to handle a claim than the amount in dispute **we** may, at **our** discretion, pay to **you** the amount in dispute which will represent full and final settlement under this policy providing **you** have complied with all terms and conditions.

If **you** make a claim under this policy which **you** subsequently discontinue due to **your** own disinclination to proceed, any **costs** incurred to date will become **your** own responsibility and will need to be repaid to **us**.

#### Representation

If **your** claim is accepted, **we** will take over and conduct the prosecution, pursuit, defence or settlement on **your** behalf. **We** will also select an **authorised professional** of **our** choice to act on **your** behalf.

If legal action is agreed by **us**, **you** can continue to use the **authorised professional** **we** have selected. However, **you** are also entitled to nominate an **authorised professional** of **your** choice, although this must be agreed with **us** in advance, confirmed in writing and **you** will be responsible for any **costs** in excess of **our standard professional fees**. **You** will need to satisfy **us** that **your** chosen representative has the appropriate experience and skills to represent **you**, and **you** shall have a duty to minimise the **costs** of legal action.

Any dispute arising from or in relation to the **authorised professional** shall be referred in arbitration in accordance with the policy conditions.

## SECTION 4: FAMILY PROFESSIONAL FEES POLICY

(continued)

### Conduct of Claim

1. It's important to co-operate with **us** at all times. **You** must give **us** and the **authorised professional** all the information and help required. This will include a truthful account of **your** case, any paperwork requested and information on all material developments.
2. **We** will have direct access to the **authorised professional** at all times. **We** shall also be entitled to (at no cost to **us**) obtain any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and **you** shall give any instructions to the **authorised professional** which may be required for this purpose.
3. **You** or the authorised professional must notify **us** immediately in writing of any offer or payment into court, made with a view to settlement, and **you** must await **our** written agreement before accepting or declining any such offer.
4. **We** will not be bound by any promise or undertaking given by **you** to the **authorised professional** of by either of **you** to court, witness, expert, agent or any other person without **our** agreement.

### Due Care

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

### Recovery of Costs

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

### Fraud

If false or inaccurate information is provided and fraud is identified or suspected, details may be passed to the police or fraud prevention agencies. **We** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. In these circumstances, **you** will not be entitled to any refund or premium or benefit under the policy. **We** may also take legal action against **you** and inform the appropriate authorities.

### Arbitration

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

### Royal & Sun Alliance Insurance plc Privacy Policy

**Your** privacy is important to **us** and **we** are committed to keeping it protected. **We** have created this Customer Privacy Notice which will explain how **we** use the information **we** collect about **you** and how **you** can exercise **your** data protection rights. **You** can view **our** full privacy notice by visiting <https://www.rsagroup.com/support/legal-information/partner-privacy-policy/>

If **you** are unable to access the link or have any questions or comments about **our** privacy notice, please write to: The Data Protection Officer, RSA, Bowling Mill, Dean Clough Industrial Park, Halifax HX3 5WA.

**You** can also email **us** at [crt.halifax@uk.rsagroup.com](mailto:crt.halifax@uk.rsagroup.com)

## SECTION 4: FAMILY PROFESSIONAL FEES POLICY (continued)

### Legal Insurance Management Ltd Privacy Notice

Legal Insurance Management Ltd (LIM) needs to collect and store personal data about its clients, insurance claims, suppliers and other users of LIM's facilities to allow it to maintain its core operations and meet its customers' requirements effectively. The provision of this personal data is necessary for LIM to administer **your** insurance policy and meet **our** contractual requirements under the policy.

It is important to LIM that **you** are clear on what information **we** collect and why **we** collect it. **You** can withdraw **your** consent at any point by notifying LIM, however if **you** have an on-going claim this may affect continued cover under **your** policy. Should **your** data need updating, this can also be done at any point by contacting LIM.

To view **our** full privacy notice, **you** can go to <https://www.legalim.co.uk/Policyholder-privacy-notice> or request a copy by emailing **us** at [dataprotection@legalim.co.uk](mailto:dataprotection@legalim.co.uk). Alternatively, **you** can write to **us** at: Data Protection, Legal Insurance Management Ltd, 1 Hagley Court North, Brierley Hill, West Midlands, DY5 1XF.

### 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.

### Cancellation

If **you** decide this policy does not meet **your** insurance needs, please return it to **your** agent within 14 days from the date of purchase. Providing that no claims have been made, **we** will refund **your** premium in full. **You** may cancel **your** policy at any time after the first 14 days by informing **your** agent, although no refund of premium will be payable.

**We** may at any time cancel **your** insurance by giving 14 days' notice in writing where there is a valid reason for doing so.

### Acts of Parliament

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

### Law

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

## SECTION 4: FAMILY LEGAL EXPENSES INSURANCE (continued)

### Complaints Procedure

In the event of a complaint arising under this insurance, **you** should in the first instance contact Legal Insurance Management Ltd.

Write to **us** at:

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

Email **us** at:

[claims@legalim.co.uk](mailto:claims@legalim.co.uk)

Call **us** on:

01384 377 000

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

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

Royal & Sun Alliance Insurance plc is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. **You** may be entitled to compensation if we cannot meet **our** obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.



# POLICY CONDITIONS

(The following Policy Conditions apply to all Sections of the Policy Wording other than Section 4: Family Legal Expenses Insurance Policy; Therefore, the definitions as noted on pages 7 to 8 apply to this page onwards.)

## 1. Information we need to know about

**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 the information provided by **You** is not complete and accurate:

- **We** may cancel **Your** Policy and refuse to pay any claim, or
- **We** may not pay any claim in full, or
- **We** may revise the premium and/or change any **Excess**, or
- the extent of the cover may be affected.

## 2. Claims

### Your duties

As soon as **You** are aware of an incident or cause which is likely to lead to a claim under this Policy, **You** must:

- (a) contact **Us** as soon as reasonably possible and provide all the information and help **We** need;
- (b) tell the police immediately about any property which has been lost, stolen or maliciously damaged and get a crime reference number;
- (c) do all **You** reasonably can to get back any lost or stolen property and tell **Us** without unnecessary delay if any property is then returned to **You**;
- (d) send **Us** all correspondence unanswered, including any legal or other documents **You** may receive;
- (e) avoid discussing liability with, or admitting liability to, anyone else without **Our** permission.

### To help us settle your claim

It is **Your** responsibility to provide proof of any loss and therefore **We** may ask **You** to provide [receipts, valuations, photographs, instruction booklets and guarantee cards] and any other relevant documentation, documents and assistance **We** may require to help with **Your** claim.

### Our rights

- (a) **We** may:
  - i. take over and defend or settle any claim, or right **You** may have against another person, in **Your** name;
  - ii. prosecute (in **Your** name for **Our** own benefit) any claim for indemnity or damages or otherwise.
- (b) **We** have the right to do as **We** see fit in legal action and in settling **Your** claim.
- (c) **We** have the right to enter any **Buildings** where loss or damage has occurred and deal with salvage. However, **You** are not entitled to abandon any property to **Us**.

### Sum Insured Limit

For any claim or series of claims involving legal liability covered by this Policy, **We** will pay:

- i. up to the **Sum Insured** shown in this Policy Wording or in the **Schedule** (less any amounts already paid as compensation)
- ii. any lower amount for which **We** can settle **Your** claim.

Once **We** have made the payment, **We** will have no further liability in connection with **Your** claim, apart from paying costs and expenses **You** incurred before the payment date.

## 3. Fraud

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**. **We** may also inform the police or other appropriate authorities.

## 4. Other Insurance Policies

If there is any other insurance covering the same claim, **We** will only pay **Our** share of the claim.

## 5. Cancellation

Following the expiry of **Your** Statutory 14 day right to cancel (also known as the “cooling-off period”), **You** continue to have the right to cancel **Your** Policy at any time during its term.

If **You** do cancel **Your** Policy after the “cooling-off period”, **You** will be entitled to a refund of any premium **You** have paid, less a deduction for the time **You** have been on cover, subject to no claims being made or notified during the **Period of Insurance**.

If **You** wish to cancel **Your** Policy at any time, please contact **Your** insurance advisor.

**We** (or any agent **We** appoint and who acts with **Our** specific authority) may cancel this Policy by sending **You** 14 days notice by recorded delivery to **Your** last known address. **You** may be entitled to a refund of the premium paid, subject to a deduction for the time for which **You** have been covered.

**We** will only cancel for a valid reason, such as:

- Non-payment of premium;
- Suspected Fraud;
- There is a change in risk occurring which **We** are unable to insure;
- **We** establish that **You** have provided **Us** with incorrect information;
- **You** breach any terms and conditions of **Your** policy.

## 6. Your Duty to Keep to the Policy Conditions

To be covered by this insurance, **You** must keep to the terms and conditions of this Policy.

## 7. Arbitration

If **We** have accepted **Your** claim but disagree with the amount to be paid, an arbitrator will decide the matter. **You** and **We** must agree on an arbitrator in line with law at the time. If **You** cannot agree **We** have the right to apply to the president of the relevant national law society to nominate a suitable qualified person. **You** must wait for the arbitrator’s decision before **You** can take any legal action against **Us**.

## 8. Renewal of the Policy

If **We** are willing to continue providing cover and **Your** insurance adviser advises **You** of **Our** renewal terms before expiry of **Your** existing Policy, **You** authorise **Your** insurance adviser to renew this insurance, and any subsequent insurance, on expiry in accordance with **Our** renewal terms at the time, unless **You** advise **Your** insurance adviser otherwise before **Your** Policy renewal date.

## 9. Your Duty to Prevent Loss or Damage

- (a) **You**, and any other person this insurance applies to, must take all reasonable precautions to prevent accidents, loss or damage.
- (b) All property insured by this Policy must be maintained in good condition.

**Your** Policy is intended to cover **You** against unforeseen events like fire or theft. It does not cover wear and tear or damage which happens gradually over a period of time.

# POLICY EXCLUSIONS

(The following Exclusions apply to all sections of the Policy Wording other than Section 4: Family Professional Fees Policy.)

We will NOT pay for:

## 1. Radioactive Contamination and Nuclear Assemblies

Any legal liability of whatsoever nature directly or indirectly caused by, or contributed to by, or arising from:

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

## 2. War Exclusion

Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following whether or not such consequence has been contributed to by any other cause or event:

War, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

## 3. Date Change

Any loss or damage to any computer-related equipment which fails to correctly recognise a date change.

## 4. Computer Failure

Loss or damage to any computer related equipment caused by computer failure, computer error or any other malfunction.

## 5. Sonic Bangs

Loss or damage by pressure waves caused by aircraft or other aerial devices travelling at sonic speed or supersonic speeds.

## 6. Reduction in Value

Any reduction in market value of the property insured following repair or replacement paid for under this Policy.

## 7. Deception

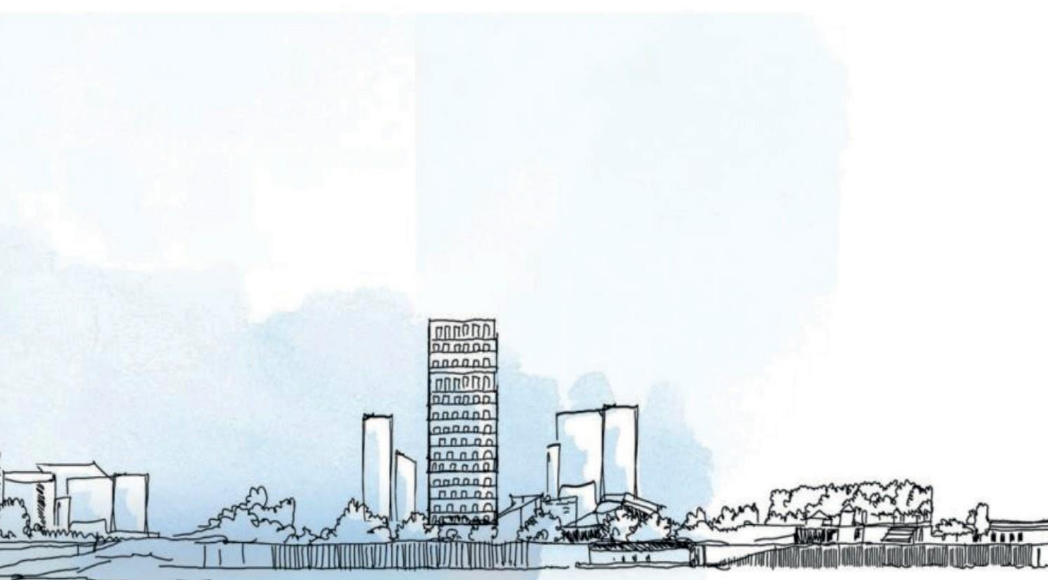
Any loss or damage suffered by **You** as a result of being deceived into knowingly parting with property unless deception is used only to get into the **Home**.

## 8. Confiscation

Any loss or damage caused by confiscation, detention or seizure by

- (a) customs, police or officials;
- (b) order of any court of law;
- (c) any statutory or regulatory authority.

# NOTES



Tailored to:



**SQUAREPEG**