

Home Assure



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Thank **you** for choosing Home Assure Insurance to protect **your** property.

We want to help you understand **your** Home Insurance policy and make **you** aware that the information **you** have provided is part of a legally binding contract of insurance with **us**.

This policy document, the statement of fact, **schedule** and any **endorsements** are evidence of that contract and should be read as if they are one document. Please read them carefully to ensure that **your** cover is exactly what **you** need, and keep all documents in a safe place.

This policy is not complete without a policy schedule. **Your** policy schedule will be issued to **you** if **your** application for insurance is accepted.

Your Home Insurance document is split into various sections. Not all sections of this policy may apply to **you**. The cover you have selected will be shown on your policy schedule and is subject to the terms, conditions and exclusions set out in this policy document and any later notices sent to **you** by **your broker**. **You** should ensure that:

- **you** are clear which sections of cover **you** have included, the details of which are shown on **your schedule**;
- the information **you** have given us is accurate;
- **you** understand what each section covers and the restrictions and exclusions that apply;
- **you** are clear of what **your** responsibilities are under the policy as a whole.

When drawing up this contract **we** have relied on the information and statements **you** have provided in **your** application or subsequent renewals and **your** premium has been based upon the information shown in the schedule.

If you are in any doubt about the level of cover provided, or if you have any questions relating to this insurance, please contact your broker immediately.

The Law Applicable To This Insurance

Under the laws of the **United Kingdom** both **you** and **we** are free to choose the law which applies to this contract to the extent permitted by those laws. Unless **you** and **we** agree otherwise, the law which applies to this insurance is the law which applies to the part of the United Kingdom where the premises are located.

We and **you** have agreed that any legal proceedings between **you** and **us** in connection with this insurance will only take place in the courts of the part of the **United Kingdom** in which the premises are located.

The Insurers Or Service Providers

This insurance is underwritten by:-

Fairmead Insurance Limited

Fairmead Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 202050. Registered in England and Wales Number 00423930. Registered office: 57 Ladymead, Guildford, Surrey, GU1 1DB.

Fairmead Insurance Limited is part of the Liverpool Victoria General Insurance Group.

You can check these details with the Financial Conduct Authority either on their website at www.fca.org.uk or by calling them on 0800 111 6768.

Details of each insurer's proportionate liability will be provided upon request.

This policy has been produced by Pen Underwriting Limited a Managing General Agent of the Insurers. As Managing General Agent, Pen Underwriting Limited underwrites Insurance and handles claims for you on behalf of the insurers.

Your Total Peace Of Mind

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if they are unable to meet their obligations to **you** under this insurance.

If **you** are entitled to compensation under the Scheme, the level and extent of the compensation will depend on the nature of this insurance. Further information about this scheme is available from:

Financial Services Compensation Scheme,
10th Floor Beaufort House, 15 St Botolph Street, London, EC3A 7QU
Tel: 0800 678 1100 or 020 7741 4100
www.fscs.org.uk

Our Agreement With You

This policy is a legal contract between **you** and **us**.

In return for payment of the premium shown in the **schedule**, **we** agree to insure **you**, subject to the terms and conditions contained in this insurance or any **endorsements** shown on the **schedule**, against any loss or damage **you** sustain or legal liability **you** incur for accidents happening during the **period of insurance**.

Our provision of insurance under **your** policy is conditional upon **you** observing and fulfilling the terms, provisions, conditions and clauses of the policy.

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

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this policy as if it never existed and decline all claims.

If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your** policy and any claim. For example, **we** may:

- treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover **we** would not have otherwise offered;
- amend the terms of **your** insurance. **We** may apply these amended terms as if they were already in place if a claim has been made adversely impacted by **your** carelessness;
- reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**; or
- cancel **your** policy in accordance with **our** rights to cancel

We or **your broker** will write to **you** if **we**:

- intend to treat **your** policy as if it never existed; or
- need to amend the terms of **your** policy

If **you** become aware that the information **you** have given **us** is inaccurate, **you** must inform **your broker** as soon as practicable.

Please read **your** policy carefully to ensure it meets **your** needs. If **you** do not understand the terms, exclusions or conditions or if any information is incorrect or incomplete **you** must tell **your broker** immediately.

Our Use Of Language

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

Several Liability Notice

Please note that the liability of insurers is several and not joint and is limited solely to the extent of their individual proportions. The insurers are not responsible for the subscription of any co-subscribing insurer or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations. Details of each insurer's proportionate liability will be provided upon request.

Data Protection

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.

Our Charges for Cancelling and Making Changes To Your Policy

We'll make a charge to cover our costs if:

Your insurance policy is cancelled	£30
Adjustments and alteration you make to your policy	£15
You provide incorrect information and we agree to correct it	£15

These charges will apply as well as any additional or refund in premium due to the change to your policy. If you cancel your policy we'll also charge you for the time you've been insured with us before giving you a refund. We will not give you a refund if you've made a claim and cancel your policy 14 days after you receive your new policy or renewal documents. A charge won't be made if you cancel before the cover start date.

Applicable To The Whole Of This Insurance

Where the following words appear in bold in this insurance contract, they will have the meanings shown below.

Accidental Damage Sudden, unexpected and visible damage which is not inevitable and has not been caused on purpose.

Bodily Injury Includes death or disease.

Broker The intermediary who arranged this insurance on **your** behalf.

Buildings The **home** and its decorations including:

- Fixtures and fittings attached to the **home**,
- Tennis courts, swimming pools, drives, paths, patios and terraces, walls, gates and fences and fixed fuel tanks,
- Solar panels permanently attached to the main private dwelling

which **you** own or for which **you** are legally responsible within the premises named in the **schedule**.

Contents Household goods, **valuables** and **personal belongings**, within the **home**, which are **your** property or which **you** are legally responsible for.

Contents include:

- Tenants fixtures and fittings,
- Radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**,
- **Contents** that are within the premises shown in the **schedule** but not contained within the **home** or **outbuildings** at the time of loss or damage up to £1,000 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**),
- **Contents** in **outbuildings** up to £2,500, unless otherwise stated in the **schedule**,
- Deeds and registered bonds and other personal documents up to £1,500 in total,
- **Valuables** and **personal belongings** up to £7,000 in total, with the limit for any one item being £2,500 within the **home**, unless otherwise stated in the **schedule**,
- **Office equipment** up to £5,000,
- Domestic oil in fixed fuel oil tanks up to £750,
- Pedal cycles up to £500 per pedal cycle within the **home**, unless otherwise stated in the **schedule**,
- **Money** and **credit cards** up to £500 in total, unless otherwise stated in the **schedule**.

Applicable To The Whole Of This Insurance (Continued)

Contents does not include:

- Motor vehicles (other than garden machinery), caravans, aircraft, trains, boats, hovercraft, wet-bikes, trailers and parts or their accessories,
- Any living creature,
- Any part of the **buildings**,
- Any property held or used for business purposes other than as defined under **office equipment**
- Any property insured under any other insurance,
- Landlords fixtures and fittings

Credit Cards

Includes charge cards, debit cards, banker's cards and cash dispenser cards.

Domestic Employee(s)

Any person who carries out paid domestic duties for **you** within **your home** and/or it's gardens, other than in connection with **your** business

Endorsement

A change in the terms and conditions of this insurance.

Excess

The amount stated in this booklet or in the **schedule** and payable by **you** in the event of a claim.

Family

Any family (including adopted children, step-children and foster children), fiancé(e)s, co-habitees or partners. '**Family**' does not include lodgers or tenants.

Heave

Upward and/or lateral movement of the site on which **your buildings** stand caused by swelling of the ground.

Home

The private dwelling and the garages and **outbuildings** used for domestic purposes at the premises shown in the **schedule**, which **you** are legally responsible for.

Landslip

Downward movement of sloping ground.

Money

- Current legal tender, cheques, postal and money orders,
- Postage stamps not forming part of a stamp collection,
- Savings stamps and savings certificates, travellers' cheques,
- Premium bonds, luncheon vouchers and gift tokens,

all held for private or domestic purposes.

Occupant

A person or persons authorised by **you** to stay in the **home**

Applicable To The Whole Of This Insurance (Continued)

Office Equipment

Office equipment used in conjunction with **your** business in the **home** which belongs to **you** or for which **you** are legally responsible.

Office equipment includes:

- Furniture,
- Computers and associated equipment
- Printers,
- Fax machines and modems,
- Photocopiers and scanners,
- Phone equipment.

Office equipment does not include:

- Loss of magnetism or corruption of data;
- Compensation for **you** not being able to use the **office equipment**;
- Equipment more specifically insured by any other insurance;
- The cost of reconstituting any lost or damaged data;
- More than £1,000 in respect of stock or goods held for business purposes;
- **Money** held for business purposes;
- Loss or damage following the equipment being confiscated or repossessed;
- Loss or damage to computer software

Outbuildings

Garden sheds, summer houses, greenhouses or other similar structures on a permanent foundation and used for domestic purposes, up to a maximum of £5,000 any one outbuilding, unless specifically stated otherwise in the policy **schedule**.

Unless otherwise agreed, **outbuildings** do not include:

- Tree houses
- Inflatable buildings; or
- Any structure which is made of canvas, PVC or any other non-rigid material.

Period of Insurance

The length of time for which this insurance is in force, as shown in the **schedule** and for which **you** have paid and **we** have accepted a premium.

Personal Belongings

Personal belongings are items that belong to **you** and are normally worn or carried on the person.

Personal belongings includes:

- Luggage,
- Clothing,
- Sports, musical, camping and photographic equipment,

Personal belongings does not include:

- Tools used or held for business, professional or trade purposes,
- **Valuables**,
- Contact or corneal lenses or hearing aids unless otherwise specified in the **schedule**,
- Pedal cycles,
- Any property insured under any other insurance.

Applicable To The Whole Of This Insurance (Continued)

Sanitary Ware	Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.
Schedule	The schedule is part of this insurance and contains details of you , the premises, the sums insured, the period of insurance and the sections of this insurance which apply.
Settlement	Downward movement as a result of soil being compressed by the weight of the buildings within ten years of construction
Standard Construction	The buildings which are constructed of brick, stone or concrete and roofed with slates, tiles, metal or concrete.
Subsidence	Downward movement of the site on which your buildings stand by a cause other than the weight of the buildings themselves.
United Kingdom	The ' United Kingdom ' will include England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries.
Unfurnished	Where the main buildings are not furnished enough for you to live in.
Unoccupied	Where the buildings have not been lived in by you for more than 30 consecutive days during the period of insurance .
Valuables	Items of gold, silver or other precious metals, jewellery and furs, and other collections (paintings, works of art etc.) which belong to you or are your legal responsibility.
We/Us/Our	The Insurer(s) stated in the schedule .
You/Your/Insured	The person or persons named in the schedule and all members of your family who permanently live in the home

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service. If **you** have any questions or concerns about **your** insurance or the handling of a claim, **you** should contact:

Policy Enquiries

The Underwriting Team

Gresham Underwriting
Beaufort House
15 St. Botolph Street
London
EC3A 7BB

Tel: 01322 537 037

Web: www.greshamonline.co.uk

If you are not satisfied and wish to make a complaint, then you may contact:

Complaints Officer
55 Blythswood Street
Glasgow
G2 7AT
Tel: 0141 285 3539
Email: pencomplaints@penunderwriting.com

Details of Pen Underwritings complaints procedures are available at:

<http://www.penunderwriting.co.uk/Pages/complaints.aspx>

If **you** remain dissatisfied, **you** may refer the matter at any time to the Financial Ombudsman Service (FOS) at:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Tel: 0800 023 4567 (for landline users, mobile users may be charged)
0300 123 9123 (same rate as 01 or 02 numbers, on mobile phone tariffs)
Email: complaint.info@financial-ombudsman.org.uk

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find out more information at: www.financial-ombudsman.org.uk

If **you** have purchased **your** policy online **you** can also make a complaint via the EU's online dispute resolution (ODR) platform. The website for the ODR platform is <http://ec.europa.eu/odr>

Cancelling This Policy

Within The Cooling-Off Period

If after reading through **your** insurance policy **you** decide not to proceed with this insurance, **you** have the right to cancel back to the start of the **period of insurance** without giving any reason, providing **your** instruction to cancel is submitted to **your Broker** within 14 days of either:

- the date **you** receive the policy documentation, or
- the start of the **period of insurance**,

whichever is the later.

Providing no claim has been made **we** will refund **your** premium in full.

Outside Of The Cooling-Off Period

If **you** wish to cancel **your** policy after 14 days **you** can do so at any time by contacting **your Broker**.

On policies where the annual premium has been paid in full a refund of premium will be calculated from receipt of this notice on a pro-rata basis providing no incidents have occurred which give rise to a claim. On policies where the premium is paid by monthly payments the cancellation will take effect from the end of the period for which **you** have paid and therefore no refund will be due.

Our Right To Cancel This Policy

We can cancel **your** policy by giving **you** 30 days written notice at **your** last known address. **We** will only cancel this policy or any part of it for a valid reason, such as:

- Failure to provide **us** with information **we** have requested that is directly relevant to the cover provided under this policy or any claim;
- The use of foul or offensive language;
- Nuisance or disruptive behaviour
- Non-payment of premium;
- **We** have identified serious grounds (such as the use or threat of violence or aggressive behaviour against **our** staff, contractors or property);
- There is a change in risk occurring which **we** are unable to insure;
- **We** establish that **you** have provided **us** with incorrect information;
- Failure to take care of the property insured;
- **You** breach any terms and conditions of **your** policy.

Please also see the Fraud conditions and the Change in Circumstances conditions in the General Conditions section of this policy

Where possible, **we** will try to seek an opportunity to resolve the matter with **you**.

If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **period of insurance** based on a proportional daily rate depending on how long this insurance has been in force.

Important Notice

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **period of insurance**, no refund for the unexpired portion of the premium will be given.

This will not affect **your** right to make a claim for any event that happened before the cancellation date.

Please note that upon cancellation of this policy **your broker** may impose a charge. Please contact **your broker** for further information.

Although **we** hope that **you** will never need to make a claim on **your** insurance policy, **we** have made everything as simple and straightforward as possible should **you** ever need to use **our** claims service.

How To Make A Claim

When an accident happens, **you** should take any immediate action **you** think is necessary to protect **your** property and belongings from further damage, such as switching off the gas, electricity or water.

If **you** need to make a claim under this policy, please contact **us** straight away at:

New Claims
The Claims Team Davies Group PO BOX 1291 Preston PR2 0QJ Tel: 0330 102 6062 Email: prestonclaims@davies-group.com

To help **us** deal with **your** claim quickly **we** may require **you** to provide **us** with assistance and evidence that **we** require concerning the cause and value of any claim. Ideally, as part of the initial notification, **you** will provide:

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

This information will enable **us** to make an initial evaluation on policy liability and claim value.

When **you** call **us**, **we** may:

- Ask **you** to get estimates for building repairs or replacement items; or
- Arrange for the damage to be inspected by one of **our** claims advisors, an independent loss adjuster or other expert – their aim is to help **us** agree a fair settlement with **you**; or
- Arrange for the repair or a replacement as quickly as possible; or
- For some claims **we** or someone acting on **our** behalf may wish to meet with **you** to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations.

For **buildings** claims, **we** have a network of authorised repairers ready to put things right. If **we** appoint an authorised repairer:

- They will make **your home** safe for **you**,
- If further work is required, they will arrange a convenient time to complete the work,
- **You** will not need to obtain estimates,
- **You** can be assured of the standard of the work.

For **contents** or **valuables** and **personal belongings** claims, if an authorised repairer or supplier is used:

- **we** will arrange for someone to repair or replace the lost or damaged items,
- **you** can be assured of the standard of work

Payments

Where payment of premium is not made, any cover otherwise provided by this insurance will be inoperative from the date the premium was due.

Where a claim has been notified during the current **period of insurance**, **you** must continue with the monthly payments throughout the remaining **period of insurance**, or pay the remaining premium in full. If **you** fail to do so a claim may be rejected or payment could be reduced.

Applicable To The Whole Of This Insurance

These are the claims terms and conditions which **you** and **your family** will need to keep to as **your** part of the contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might be invalid.

If anything happens which might lead to a claim, what **you** must do depends on what has happened. The sooner **you** tell **us** the better. In some cases, there are other people **you** must contact first.

- **You** must notify **your broker** as soon as possible giving full details of what has happened.
- **You** must provide **us** with details of what has happened within 30 days of discovering the loss or damage.
- If **you** or **your family** are the victim of malicious damage, vandalism, theft or attempted theft or accidental loss **you** must tell the police as soon as practicable and obtain the police reference number. Tell **us** as soon as **you** can.
- If **you** or **your family** are the victim of riot **you** must tell **us** as soon as **you** can or no later than 7 days after the riot.
- For all other claims **you** must notify **us** as soon as possible, giving full details of what has happened.
- If a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive must be forwarded to **us** within 4 days, unanswered.
- **You** must not admit liability, or offer or agree to settle any claim without our written permission.
- **You** must take care to limit any loss, damage or liability.

How We Deal With Your Claim

We may request additional information depending upon circumstances and value which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs, bank or credit card statements, utility bills, pre-purchase surveys, or plans or deeds of **your** property;
- Dates and location of when/where damaged items were purchased; and/or
- For damaged property, confirmation by a suitable qualified expert that the item **you** are claiming for is beyond repair.

We may need to get into a building that has been damaged to salvage anything **we** can and to make sure no more damage happens. **You** must help **us** to do this but **you** must not abandon **your** property to **us**.

How We Deal With Your Claim (Continued)

We have the right, if **we** choose, in **your** name but at **our** expenses to:

- Take over the defence or settlement of any claim;
- Start legal action to get compensation from anyone else;
- Start legal action to get back from anyone else any payments that have already been made.

You must provide **us** with any information and assistance as **we** may require about any claim. **You** must help **us** to take legal action against anyone or help defend any legal action if **we** ask **you** to.

Other Insurance

If, at the time of any loss, damage or liability covered under this insurance, there is any other policy on force, insuring the same loss, damage or liability covered by this policy; **we** shall only be liable for **our** proportional share.

Applicable To The Whole Of This Insurance

These are the conditions of the insurance **you** and **your family** will need to meet as **your** part of the contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might become invalid.

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

Take Care

You must take care to provide complete and accurate answers to the questions **we** ask when **you** take out, amend, and renew **your** policy.

You must take care to avoid any accident and to prevent loss or damage to everything which is covered by this insurance and to keep all the property insured in good condition and in a good state of repair.

You must always make sure that the **sums insured** shown in **your schedule** are adequate.

- i. **Buildings** should be insured for the full cost of rebuilding the **buildings** in the same form, style and condition as new plus an amount for architects', surveyors', consulting engineers and legal fees, debris removal costs and other costs to comply with government or local authority requirements.

Please note that the rebuilding cost of **your home** may be different from its market value.

- ii. **Contents** should be insured for the full cost of replacement as new.

Changes In Circumstances

Using the address on the front of **your schedule** **you** must tell **us** within 14 days as soon as **you** know about any of the following changes:

- **You** are going to move **home** permanently;
- Someone other than **your family** is going to live in **your home**;
- **Your home** is going to be used for short periods each week or as a holiday home;
- **Your home** is going to be **unoccupied** or **unfurnished**;
- Work is to be done on **your home** which is not routine repair, maintenance or decoration, for example any structural alteration or extension to **your home**;
- **You** or any member of **your family** has received a conviction for any offence except for driving;
- Any increase in the value of **your contents** or the rebuilding cost of **your buildings**;
- Any part of **your home** is going to be used for any trade, professional or business purposes; There is no need to tell **us** about trade, professional or business use if:
 - i. The trade, professional or business use is only clerical; and
 - ii. There are no staff employed to work from the **home**; and
 - iii. There are no visitors to the **home** in connection with the trade, profession or business; and
 - iv. There is no business **money** or stock in the **home**.

Changes In Circumstances (Continued)

When **we** are notified of a change, **we** will tell **you** whether 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 a revised premium being applied to **your** policy. If **we** are not able to accept the change and it becomes necessary to cancel this insurance, **we** will do so as described within the cancellation conditions contained within this policy.

If **you** do not tell **us** about changes or give **us** incorrect information, the wrong terms may be quoted, **we** may be entitled to reject payment of a claim or a payment could be reduced. In some circumstances **your** policy might be invalid, and **you** may not be entitled to a refund of premium.

Transfer Of Interest

You cannot transfer **your** interest in the policy without **our** written permission.

Fraud

You must not act in a fraudulent manner, if **you** or anyone acting for **you**:

- Make a claim under the policy knowing the claim to be false, or fraudulently exaggerated in any respect; or
- Make a statement in support of a claim knowing the statement to be false in any respect; or
- Submit a document in support of a claim knowing the document to be forged or false in any respect; or
- Make a claim in respect of any loss or damage caused by your wilful act or with your connivance

Then:

- **we** shall not pay the claim;
- **we** shall not pay any other claim which has been or will be made under the policy;
- **we** may declare the policy void;
- **we** shall be entitled to recover from **you** the amount of any claim paid under the policy since the last renewal date;
- **we** shall not make any return premiums;
- **we** may inform the Police of the circumstances

Applicable To The Whole Of This Insurance

1. Radioactive Contamination And Nuclear Assemblies Exclusion

We will not pay for:

- a) Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from, and
- b) Any legal liability of whatsoever nature,

directly or indirectly caused by or contributed to by or arising from:

- Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
- The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

2. War Exclusion

We will not pay for any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

3. Existing And Deliberate Damage Exclusion

We will not pay for loss or damage:

- Occurring outside of the **period of insurance**;
- Caused deliberately by **you** or any person lawfully in the **home**.

4. Pollution Or Contamination Exclusion

We will not pay for loss, damage or liability of any kind directly or indirectly caused by or arising out of pollution and/or contamination other than:

- When caused by oil or water escaping from a fixed oil or fixed water installation, or
- When caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** at the **home**, and
- Reported to **us** not later than 30 days from the end of the **period of insurance**,

In which all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident.

5. Contract (Rights Of Third Parties) Act 1999 Clarification Clause

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

Applicable To The Whole Of This Insurance (Continued)

6. Electronic Data Exclusion

We will not pay for:

- a) Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from, and
 - b) Any legal liability of whatsoever nature,
- directly or indirectly caused by or contributed to by or arising from:
- Computer viruses, erasure or corruption of electronic data,
 - The failure of any equipment to correctly recognise the change of date.

For the purpose of this exclusion 'computer virus' means a corrupting instruction from an unauthorised source that propagates itself via a computer system or network.

7. Terrorism Exclusion

We will not pay for 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.

For the purpose of this exclusion, 'terrorism' means 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.

8. Confiscation Exclusion

We will not pay for loss, damage or liability occasioned by or happening through confiscation or detention by customs or other officials or authorities.

9. Loss Of Value

We will not pay for any reduction in market value of any property following its repair or reinstatement.

10. Indirect Loss Or Damage

We will not pay for any loss or damage that is not directly associated with the incident that caused **you** to claim, except where that loss or damage is expressly included within this insurance.

11. Wear And Tear Exclusion

We will not pay for any loss, damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from wear and tear, depreciation, corrosion, rusting, damp, rising damp, rising water table, insects, vermin, fungus, condensation, rot, fading, frost or anything that happens gradually, the process of cleaning, dyeing, repair, alteration, renovation, restoration or anything reaching the end of its serviceable life.

12. Financial Sanctions

We will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the **period of insurance** **we** may cancel this policy immediately by giving **you** written notice at **your** last known address. If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **period of insurance**, provided no claims have been paid or are outstanding.

13. Defective Design Or Construction Exclusion

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

The following cover applies only if the **schedule** shows that **buildings** are included:

What is covered:	What is not covered:
Loss or damage to your buildings during the period of insurance caused by the following insured events:	Any cause already excluded within the General Exclusions.
	The excess shown in your schedule
1. Fire, smoke, lightning, explosion or earthquake.	
2. Aircraft and other flying devices or items dropped from them.	
3. Storm, flood or weight of snow.	- Loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of Section One - Loss or damage to domestic, fixed fuel oil tanks in the open, swimming pools or covers, fences, gates and hedges, - Damage caused by a rise in the water table (the level below which the ground is completely saturated with water) - Loss or damage to any moveable contents in the open - Loss or damage caused by weight of snow to garages and outbuildings which are not fully enclosed or have a plastic or glass roof or are not of standard construction.
4. Escape of water from and frost damage to fixed water tanks, heating installation, apparatus or pipes.	- Loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of Section One, - Loss or damage to domestic, fixed fuel oil tanks in the open, swimming pools or covers, - Loss or damage caused by failure of or lack of sealant and/or grout.
5. Escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	
6. Theft or attempted theft.	
7. Collision or impact by any vehicle or animal.	Loss or damage caused by insects, birds, vermin or domestic pets.
8. Riot, violent disorder, strike, labour disturbance, civil commotion or malicious acts.	

Section One – Buildings (Continued)

The following cover applies only if the **schedule** shows that **buildings** are included:

What is covered:	What is not covered:
Loss or damage to your buildings during the period of insurance caused by the following insured events:	Any cause already excluded within the General Exclusions.
	The excess shown in your schedule
9. Subsidence , or heave of the site upon which the buildings stand or landslip	• Loss or damage to domestic fixed fuel-oil tanks, swimming pools or covers, tennis courts, drives, patios and terraces, walls, gates and fences unless the exterior walls of the private dwelling are also affected at the same time by the same cause, • Loss or damage to solid floors, unless the walls of the home are damaged at the same time by the same cause, • Loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law, • Loss or damage caused by river or coastal erosion, • Loss or damage caused by structures bedding down or settlement of newly made up ground, shrinkage or expansion, • Loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions.
10. Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts.	
11. Falling trees, branches, telegraph poles or lamp-posts.	• Loss or damage caused by trees being cut down or cut back within the premises, • Loss or damage to gates, hedges and fences.

Section One – Buildings (Continued)

The following cover applies only if the **schedule** shows that **buildings** are included:

What is covered:	What is not covered:
	Any cause already excluded within the General Exclusions.
	The excess shown in your schedule
a. The cost of accidental damage to: - Fixed glass and double glazing (including the cost of replacing frames), - Solar panels, Sanitary ware, - Ceramic hobs, all forming part of the buildings.	
b. The cost of accidental damage to: - Domestic oil pipes, - Underground water supply pipes, - Underground sewers, drains and septic tanks, - Underground gas pipes, - Underground cables, serving the home and which you are legally responsible for.	
c. If you have to move out of your home because of any loss or damage covered under Section One, we will pay you for one of the following expenses or losses we have agreed to: - Loss of rent due to you which you are unable to recover; - Additional costs of alternative accommodation, substantially the same as your existing accommodation, which you have to pay for while the buildings cannot be lived in following loss or damage which is covered under Section One. We will only pay under this Section for the period your home is unfit to live in.	Any amount over 20% of the sum insured for the buildings damaged or destroyed.
d. Expenses you have to pay and which we have agreed in writing for: - Architects, surveyors', consulting engineers and legal fees, - The cost of removing debris and making safe the building, - Costs you have to pay in order to comply with any Government or local authority requirements, Following loss or damage to the buildings under Section One.	- Any expense for preparing a claim or an estimate for loss or damage, - Any costs if Government or local authority requirements have been served on you before the loss or damage.
e. Increased metered water charges you have to pay following an escape of water which gives rise to an admitted claim under event 4 of Section One	More than £750 in any period of insurance. If you claim for such loss under Section One and Section Two, we will not pay more than £750 in total.

Section One – Buildings (Continued)

The following cover applies only if the **schedule** shows that **buildings** are included:

What is covered:	What is not covered:
	Any cause already excluded within the General Exclusions.
	The excess shown in your schedule
f. Anyone buying the home who will have the benefit of Section One cover until the sale is completed or the insurance ends, whichever is sooner.	Loss or damage if the buildings are insured under any other insurance.
g. The cost of replacing and fitting the locks or lock mechanism of external doors and windows of the Home if the keys are lost or stolen anywhere in the world.	More than £500 in total.
h. If your buildings are damaged by water or oil escaping from any fixed tanks, apparatus, pipes or any fixed heating installation in your home , we will pay the cost of removing and replacing any other parts of your buildings necessary to find and repair the source of the leak and making good.	More than £2,500 any one event.
i. Damage to the buildings caused by forced access to deal with medical emergency or to prevent damage to the home .	More than £1,000 in any period of insurance. If you claim for such loss under Section One and Section Two, we will not pay more than £1,000 in total.

Accidental Damage To The Buildings

The following cover applies only if the **schedule** shows that **accidental damage** to the **buildings** is included:

What is covered:	What is not covered:
	Any cause already excluded within the General Exclusions.
	The excess shown in your schedule
This extension covers accidental damage to the buildings .	- Damage or any proportion of damage which we specifically exclude elsewhere under Section One - The buildings moving, settling, shrinking, collapsing or cracking, - Damage while the home is being altered, repaired, professionally cleaned, maintained or extended, - The cost of general maintenance, - Damage from mechanical or electrical faults or breakdown, - Damage caused by dryness, dampness, extreme of temperature or exposure to light, - Damage to swimming pools or covers, gates and fences and fuel tanks, - Damage caused by domestic pets, - Depreciation in value.

Section One – Buildings (Continued)

Legal Liability (As Owner Of The Home)

We will pay for your legal liability:	We will not pay for your legal liability
	Any cause already excluded within the General Exclusions.
As owner of the home for any amounts you become legally liable to pay as damages for • Bodily injury • Damage to property Caused by an accident happening at the premises during the period of insurance We will pay up to £2,000,000 for any one accident or series of accidents arising out of any one event. In addition, we will also pay any costs and expenses we have agreed in writing.	a. For bodily injury to: • You • Any other permanent member of the home • Any person who at the time of sustaining injury is engaged in your service b. For bodily injury arising directly or indirectly from any communicable disease or condition c. Arising out of any criminal or violent act to another person or property d. For damage to property owned by or in the charge or control of: • you • any other permanent member of the home • any person engaged in your service e. in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the period of insurance f. arising directly or indirectly out of any profession, occupation, business or employment g. which you have assumed under contract and which would not otherwise have attached h. arising out of your ownership, possession or use of: i. any motorised or horsedrawn vehicle other than: • domestic gardening equipment used within the premises and • pedestrian controlled gardening equipment used elsewhere ii. any power-operated lift other than stairlifts iii. any aircraft (including but not limited to model aircraft, gliders, hang-gliders, microlights and drones), hovercraft or watercraft other than rowing boats or canoes, iv. any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs Amendment 1997 or any amending legislation

Section One – Buildings (Continued)

Legal Liability (As Owner Of The Home Continued)

We will pay for your legal liability:	We will not pay for your legal liability
	Any cause already excluded within the General Exclusions.
	i. in respect of any kind of pollution and/or contamination other than: i. caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the premises named in the schedule; and ii. reported to us not later than 30 days from the end of the period of insurance; in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident j. arising out of your ownership, occupation, possession or use of any land or building that is not within the premises k. if you are entitled to indemnity under any other insurance, until such insurance(s) is exhausted

Defective Premises Act 1972

What is covered:	What is not covered:
	Any cause already excluded within the General Exclusions.
Any amount you become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any home previously owned and occupied by you. We will pay up to £2,000,000 for any one accident or series of accidents arising out of any one event. In addition, we will also pay any costs and expenses we have agreed in writing.	• Liability arising from an incident which happened over 7 years after this insurance ends or your home was sold, whichever is the sooner • Liability arising from any cause which you are entitled to under another source • The cost of correcting any fault or alleged fault • Liability arising from any home previously owned and occupied by you in which you still hold legal title or have an interest • Anything owned by or the legal responsibility of your family • Injury, death, disease or illness to any of your family (other than your domestic employee(s) who normally live with you) • Liability arising from any employment, trade, profession or business of any of your family • Liability accepted by any of your family under any agreement, unless the liability would exist without the agreement • Liability arising from The Party Wall ext Act 1996

Important Notice

Dangerous Dogs Act 1991

The Dangerous Dogs Act 1991 imposes certain requirements on specific types of dog. It also places requirements in relation to dogs which are, as described by the Act, dangerously out of control. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau.

Defective Premises Act 1972

The Defective Premises Act 1972 imposes duties in connection with the provision of dwellings and imposes liability for injury or damage caused to persons through defects in the state of the premises. Section 3 of the Defective Premises Act 1972 (or in Northern Ireland Section 5 Defective Premises Northern Ireland Order 1975) extends the duty of care in certain circumstances after the dwellings have been disposed of. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau.

Conditions That Apply To Section One – Buildings Only

How We Deal With Your Claim

1. **We** will pay for the cost of work carried out in reinstating or replacing the damaged parts of **your buildings** and agreed fees and related costs. The amount **we** will pay where reinstatement is carried out will not exceed the lesser of:
 - The cost of the work had it been completed by our nominated contractor; or
 - The cost of the work based upon the most competitive estimate or tender from **your** nominated contractors.

If the reinstatement or replacement is not carried out, **we** will pay the lesser of:

- The decrease in market value of **your buildings** due to the damage;
 - The cost of the work had it been completed by **our** nominated contractor if the repair work had been carried out without delay;
 - The cost of the work based upon the most competitive estimate or tender from **your** nominated contractors if the repair work had been carried out without delay.
2. Where an **excess** applies, this will be taken off the amount of **your** claim.
 3. If **your buildings** have not been kept in a good state of repair or if the sum insured at the time of the loss or damage is less than the cost of rebuilding all **your buildings** in the same way, size, style and appearance as when they were new, including fees and related costs, **we** will pay the cost of reinstating or replacing the damaged parts of **your buildings** and **we** will, where appropriate, take off an amount for wear and tear.
 4. The most **we** will pay for any one claim, including fees and related costs, is the amount it will cost **us** to reinstate the damage to **your buildings** in the same way, size, style and appearance as when they were new, but not more than the sum insured or any limits shown on **your** schedule.
 5. **We** will not pay the cost of replacing or repairing any undamaged part 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 specific part.

All **building** repairs carried out by **our** preferred suppliers and insured under Section One of this policy are guaranteed for 12 months in respect of quality of workmanship.

No allowance will be made for VAT when a cash settlement is made.

Your Sum Insured

Your buildings should be insured for the full cost of rebuilding the **buildings** in the same form, style and condition as new plus an amount for architects', surveyors, consulting engineers and legal fees, debris removal costs and other costs to comply with government or local authority requirements.

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

Proportionate Remedy

If the cost of rebuilding the **buildings** is more than **your** sum insured at the time of any loss or damage, then **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the sum insured. For example, if the premium **you** have paid for **your buildings** insurance is equal to 75% of what your premium would have been if **your buildings** sum insured was enough to reconstruct **your buildings**, then **we** will pay up to 75% of the claim made by **you**.

Conditions That Apply To Section One - Buildings Only

Maintaining The Sum Insured

After **we** have settled a claim, **we** will not reduce **your** sum insured on **your buildings**, as long as **you** take the measures **we** suggest to prevent any further loss or damage.

We will not charge any extra premium for maintaining the sum insured.

Inflation Protection

The sum insured shown on **your schedule** will be adjusted in line with a recognised index. Please note that if **we** selected **your** sum insured for **you**, the sum insured shown on **your schedule** will not be adjusted.

No extra charge will be made for any increase until the renewal of the policy, when the renewal premium will be based on the adjusted sum insured and limits.

For **your** protection, **we** will not reduce **your** sum insured or limits if the index moves down unless **you** ask **us** to.

The following cover applies only if the **schedule** shows that **contents** are included:

What is covered:	What is not covered:
Loss or damage to your contents during the period of insurance caused by the following insured events:	Any cause already excluded within the General Exclusions.
	The excess shown in your schedule
1. Fire, smoke, lightning, explosion or earthquake.	
2. Aircraft and other flying devices or items dropped from them.	
3. Storm, flood or weight of snow	- Damage caused by a rise in the water table (the level below which the ground is completely saturated with water), Contents that are located within the premises shown in the schedule but not contained within the home or outbuildings at the time of loss or damage.
4. Escape of water from and frost damage to fixed water tanks, heating installation, apparatus or pipes	- Loss or damage to the installation itself, - Loss or damage caused by failure of or lack of sealant and/or grout.
5. Escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	Loss or damage to the installation itself.
6. Theft or attempted theft	- Loss where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible, irrecoverable or irredeemable for any reason. - Any amount exceeding £2,500 for contents in any garage or outbuilding unless specified in the schedule.
7. Collision or impact by any vehicle or animal	Loss or damage caused by insects, birds, vermin or domestic pets.
8. Riot, violent disorder, strike, labour disturbance, civil commotion or malicious acts	
9. Subsidence or heave of the site upon which the buildings stand or landslip	- Loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions, - Loss or damage caused by river or coastal erosion, - Loss or damage to solid floors, unless the walls of the home are damaged at the same time by the same event, - Loss or damage which but for the existence of this insurance would be covered under any contract or a guarantee or by law.
10. Falling trees, branches, telegraph poles or lamp-posts	Loss or damage caused by trees being cut down or cut back, within the boundary of the buildings.

Section Two – Contents (Continued)

The following cover applies only if the **schedule** shows that **contents** are included:

What is covered:	What is not covered:
	Any cause already excluded within the General Exclusions.
	The excess shown in your schedule
a. The cost of accidental damage to: • Television sets (including digital and satellite receivers), • Audio, video, games consoles, DVD players/recorders, • Radios, • Home computers and associated equipment, • Receiving aerials, dishes and closed circuit television cameras, situated within the home.	• Damage to video cameras, digital cameras or digital imaging or recording equipment designed to be hand held or carried, portable audio equipment, laptop computers and musical instruments, • Loss or damage caused by domestic pets, • Loss or damage to tapes, records, cassettes, discs, DVD's or computer software, • Mechanical or electrical faults or breakdown, • Damage caused from light, or atmospheric or climatic conditions, • Damage caused by scratching or denting, • Damage caused by computer viruses.
b. Loss or damage to office equipment	• More than £5,000 in any period of insurance unless stated in the schedule, • Compensation for you not being able to use the office equipment, • Loss of magnetism or corruption of data, • Loss or damage following the equipment being confiscated or repossessed, • The cost of reconstituting any lost or damaged data, • More than £1,000 in respect of stock, • Loss or damage to any money held for business purposes, • Loss or damage to computer software, • Property more specifically insured elsewhere.
c. If you have to move out of your home because of any loss or damage covered under Section Two, we will pay you for one of the following expenses or losses we have agreed to: • The cost of alternative accommodation for the time You cannot live in your home, • An amount equal to the rent which you pay while you are not living in your home. We will only pay under this Section for the period your home is unfit to live in.	• Any amount over 20% of the sum insured for contents specified in the schedule.

Section Two – Contents (Continued)

The following cover applies only if the **schedule** shows that **contents** are included:

What is covered:	What is not covered:
	Any cause already excluded within the General Exclusions.
	The excess shown in your schedule
d. The contents , if these are not already insured elsewhere whilst they are temporarily out of the home against loss or damage directly caused by: i. Events 1-10 under Section Two contents while the contents are: • In any occupied private dwelling • In any buildings where you are living or working, • In any building for valuation, cleaning or repair, • In any furniture store, • In any bank or safe deposit. ii. Fire, lightning, explosion, earthquake, theft or attempted theft while the contents are being moved to your new home or to or from any bank, safe deposit or furniture store.	• Contents outside the United Kingdom, • Money or credit cards, • Any amount over 20% of the sum insured under Section Two for contents in a furniture store.
e. Loss or damage to contents belonging to visitors as a result of insured events 1 to 10 under Section Two	• Loss or damage to contents which are covered by any other insurance, • Loss or damage to contents belonging to a paying guest or lodger, • More than £250 for any one visitor.
f. Fatal injury to you , happening at the premises shown in the schedule , caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve months of such injury.	• More than £10,000 for each insured with no policy excess applying.
g. Costs you have to pay for replacing locks to safes, alarms and outside doors in the home following theft or loss of your keys anywhere in the world.	• More than £500 in total.
h. Increased metered water charges you have to pay following an escape of water which gives rise to an admitted claim under number 4 of Section Two	• More than £750 in any period of insurance. If you claim for such loss under Section One and Section Two we will not pay more than £750 in total.
i. Accidental damage to: mirrors, glass or ceramic tops to furniture and fixed glass in furniture.	

Section Two – Contents (Continued)

The following cover applies only if the **schedule** shows that **contents** are included:

What is covered:	What is not covered:
	Any cause already excluded within the General Exclusions.
	The excess shown in your schedule
j. Amounts that you become legally liable to pay under a tenancy agreement for loss or damage caused by events 1 – 10 of Section Two or events a) and b) of Section One We will only provide this cover if the loss or damage occurs during the period of insurance. If you die, we will pay all amounts your personal representatives become legally liable to pay for liability under this section.	Any amount over 20% of the sum insured for contents specified in the schedule.
k. The contents sum insured shown in the schedule is automatically increased by £3,500 for gifts within the home during the month in which you celebrate a religious festival, wedding day or birthday.	Loss or damage occurring outside of the period of insurance.
l. Contents belonging to a member of your family who is away at University/College during term time but who usually resides at the home against loss or damage by events 1-10 of Section Two.	- More than £2,500 in any one period of insurance, - More than £500 for any one item, - Theft unless following forcible and violent entry.
m. The cost of replacing electronic information you have bought and stored on equipment within your home and that is lost or damaged by events 1 – 10 of Section Two.	- The cost of remaking a file, tape or disk, - The cost of rewriting the electronic information, - More than £500 in any one period of insurance, - The cost of any information stored for business purpose use.
n. The cost of replacing your food in your refrigerator or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes during the period of insurance .	- Loss or damage caused by any electricity or gas company deliberately cutting off or restoring your supply, - Loss or damage due to the failure of your electricity or gas supply caused by a strike or any other industrial action, - Loss or damage caused where you have not complied with the operating instructions set out in the manufacturers hand book, - Loss or damage unless you tell us within 48 hours of discovery, - More than £500 in any one period of insurance.

Section Two – Contents (Continued)

The following cover applies only if the **schedule** shows that **contents** are included:

What is covered:	What is not covered:
	Any cause already excluded within the General Exclusions.
	The excess shown in your schedule
o. Damage to the contents caused by forced access to deal with a medical emergency or to prevent damage to the home .	More than £1,000 in any one period of insurance. If you claim for such loss under Section One and Section Two, we will not pay more than £1,000 in total.

Accidental Damage To The Contents

The following cover applies only if the **schedule** shows that **accidental damage** to the **contents** is included.

What is covered:	What is not covered:
	Any cause already excluded within the General Exclusions.
	The excess shown in your schedule
This extension covers accidental damage to the contents of the home .	- Damage or any proportion of damage which we specifically exclude elsewhere under Section Two, - More than £1,000 in total for porcelain, china, glass and other brittle articles, - More than £250 for mobile phones unless otherwise stated in the schedule - More than £1,500 for portable computer equipment unless otherwise stated in the schedule - Money, credit cards, documents or stamps, - Damage to contact, corneal or micro corneal lenses - Damage caused by dryness, dampness, extremes of temperature and exposure to light, - Damage caused by domestic pets.

Legal Liability (As Occupier Of The Home)

The following cover applies only if the **schedule** shows that **contents** are included.

We will pay for your legal liability:	We will not pay for your legal liability:
	Any cause already excluded within the General Exclusions.
i. As occupier for any amounts you become legally liable for as damages for: • Bodily injury • Damage to property Caused by an accident happening at the premises during the period of insurance, Or ii. As a private individual for any amounts you become legally liable to pay as damages for: • Bodily injury • Damage to property Caused by an accident happening anywhere in the world during the period of insurance	a. For bodily injury to: • You • Any other permanent member of the home • Any person who at the time of sustaining injury is engaged in your service b. For bodily injury arising directly or indirectly from any communicable disease or condition c. Arising out of any criminal or violent act to another person or property d. For damage to property owned by or in the charge or control of: • you • any other permanent member of the home • any person engaged in your service e. in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the period of insurance f. arising directly or indirectly out of any profession, occupation, business or employment g. which you have assumed under contract and which would not otherwise have attached h. arising out of your ownership, possession or use of: i. any motorised or horsedrawn vehicle other than: • domestic gardening equipment used within the premises and • pedestrian controlled gardening equipment used elsewhere ii. any power-operated lift other than stairlifts iii. any aircraft (including but not limited to model aircraft, gliders, hang-gliders, microlights and drones), hovercraft or watercraft other than rowing boats or canoes, iv. any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs Amendment 1997 or any amending legislation

We will pay up to £2,000,000 for any one accident or series of accidents arising out of any one event. In addition, **we** will also pay any costs and expenses **we** have agreed in writing.

Legal Liability (As Occupier Of The Home)

The following cover applies only if the **schedule** shows that **contents** are included.

We will pay for your legal liability:	We will not pay for your legal liability
	Any cause already excluded within the General Exclusions.
	i. in respect of any kind of pollution and/or contamination other than: i. caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the premises named in the schedule; and ii. reported to us not later than 30 days from the end of the period of insurance; - in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident j. arising out of your ownership, occupation, possession or use of any land or building that is not within the premises k. if you are entitled to indemnity under any other insurance, until such insurance(s) is exhausted

Legal Liability (As Occupier Of The Home - Unrecovered Court Awards)

The following cover applies only if the **schedule** shows that **contents** are included.

What is covered:	What is not covered:
	Any cause already excluded within the General Exclusions.
Sums which you have been awarded by a court in the United Kingdom and which still remain outstanding three months after the award has been made provided that: • Part (ii) of your Legal Liability (as occupier of the home) would have indemnified you had the award been made against you rather than to you • There is no appeal pending • You agree to allow us to enforce any right which we shall become entitled to upon making payment	• More than £100,000 for any claim or series of claims during the period of insurance,

Accidents To Domestic Employees

The following cover applies only if the **schedule** shows that **contents** is included.

What is covered:	What is not covered:
We will pay all amounts you become legally liable to pay, including costs and expenses which we have agreed in writing, for accidental bodily injury to domestic employees happening during the period of insurance in connection with incidents arising at the home. We will pay up to £5,000,000 for any one claim or series of claims arising out of any one incident, including the costs and expenses that we have agreed in writing.	Bodily injury arising directly or indirectly: - From any communicable disease or condition, - From the ownership or occupation of any land or buildings other than the home, - Where you are entitled to cover from another source, - From any trade or business activity, - arising out of your ownership, possession or use of: - any motorised or horsedrawn vehicle other than: - domestic gardening equipment used within the premises and - pedestrian controlled gardening equipment used elsewhere - any power-operated lift other than stairlifts - any aircraft (including but not limited to model aircraft, gliders, hang-gliders, microlights and drones), hovercraft or watercraft other than rowing boats or canoes, - any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs Amendment 1997 or any amending legislation - From firearms (except shotguns used for sporting purposes), - The direct or indirect consequences of assault or alleged assault - Any deliberate, wilful or malicious act.

Important Notice

Dangerous Dogs Act 1991

The Dangerous Dogs Act 1991 imposes certain requirements on specific types of dog. It also places requirements in relation to dogs which are, as described by the Act, dangerously out of control. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau.

Defective Premises Act 1972

The Defective Premises Act 1972 imposes duties in connection with the provision of dwellings and imposes liability for injury or damage caused to persons through defects in the state of the premises. Section 3 of the Defective Premises Act 1972 (or in Northern Ireland Section 5 Defective Premises Northern Ireland Order 1975) extends the duty of care in certain circumstances after the dwellings have been disposed of. For further guidance please see the Office of Public Sector Information website (www.opsi.gov.uk) or contact the Citizens Advice Bureau.

Conditions That Apply To Section Two – Contents Only

How We Deal With Your Claim

If **you** claim for loss or damage to the **contents**, **we** will repair, replace or pay for any article covered under Section Two.

1. Where the damage can be economically repaired **we** will pay the cost of repair;
2. Where the damage cannot be economically repaired and the damaged or lost item can be replaced, **we** will replace it. If a replacement is not available **we** will replace it with an item of similar quality;
3. Where **we** are unable economically to repair or replace an item with an item of similar quality, **we** will agree a cash payment with **you** based on the replacement value;
4. Where **we** can offer repair or replacement through a preferred supplier, but instead **you** request and **we** agree to pay a cash settlement, then the amount will not normally exceed what **we** would have paid **our** preferred supplier.

The above basis of settlement will not apply to:

- Clothes;
- Camping equipment;
- Household linen;
- Pedal cycles;

where **we** will take an amount off for wear and tear.

We will not pay the cost of replacing or repairing any undamaged parts of the **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 specific part.

Your Sum Insured

Your contents must be insured for the full cost of replacement as new.

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

Proportionate Remedy

If the cost of replacing or repairing the **contents** is more than **your** sum insured at the time of any loss or damage, then **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in sum insured. For example, if the premium **you** have paid for **your contents** is equal to 75% of what **your** premium would have been if **your contents** sum insured was enough to replace the entire **contents** of **your home** as new, then **we** will pay up to 75% of any claim made by **you**.

Maintaining The Sum Insured

After **we** have settled a claim, **we** will not reduce **your** sum insured on **your contents**, as long as **you** take the measures **we** suggest to prevent any further loss or damage.

We will not charge any extra premium for maintaining the sum insured.

Conditions That Apply To Section Two – Contents Only (Continued)**Inflation Protection**

The sum insured shown on **your schedule** will be adjusted in line with a recognised index. Please note that if **we** selected **your** sum insured for **you**, the sum insured shown on **your schedule** will not be adjusted.

No extra charge will be made for any increase until the renewal of the policy, when the renewal premium will be based on the adjusted sum insured and limits.

For **your** protection, **we** will not reduce **your** sum insured or limits if the index moves down unless **you** ask us to.

Section Three – Valuables And Personal Belongings (Cover Away From The Home)

The following cover applies only if the **schedule** shows that **valuables** and **personal belongings** are included:

What is covered:	What is not covered:
	Any cause already excluded within the General Exclusions.
	The excess shown in your schedule
Accidental loss, damage or theft of your valuables and personal belongings listed in the schedule occurring during the period of insurance when in the United Kingdom or when elsewhere in the world during a temporary visit not exceeding 60 days in any one period of insurance. We will pay up to the following limits, unless you have selected a higher limit and this is stated in your schedule: a. Up to £2,500 for any one item (including articles forming a pair or set), b. Up to £500 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant, c. Up to £2,000 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during your absence from such rooms, d. Up to £250 for mobile phones, e. Up to £1,500 for portable computer equipment	a. Damage caused by moth, vermin or rot b. Damage from electrical or mechanical faults or breakdown, c. Damage or deterioration of any article caused by dyeing, cleaning, repair, maintenance, renovation or whilst being worked upon, d. Damage to guns caused by rusting or bursting barrels, e. Breakage of any sports equipment whilst in use, f. Theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under your personal supervision, g. Loss or damage caused by domestic pets, h. Riot or civil commotion outside the United Kingdom, i. Depreciation in value,

Section Three – Valuables And Personal Belongings (Cover Away From The Home)

The following cover applies only if the **schedule** shows that **valuables** and **personal belongings** are included:

What is covered:	What is not covered:
	Any cause already excluded within the General Exclusions.
	The excess shown in your schedule
Theft or accidental loss of money or fraudulent use of your credit card(s). Any amounts which you become legally liable to pay as a result of unauthorised use following loss or theft of your credit card(s). Provided that within 24 hours of you discovering any such loss or theft, you have notified the card issuing company and the Police. Where you have reported your credit card(s), cheque card or cash dispenser card for unauthorised or fraudulent use, in most circumstances you will only be liable for the first £50 of the claim.	- Any shortages due to error or omission, - Loss of value, - More than £500 in total, any one event, Loss where conditions under which your credit card(s) were issued to you have been breached.

Section Three – Valuables And Personal Belongings (Cover Away From The Home)

Conditions That Apply To Section Three - Valuables And Personal Belongings Only

How We Deal With Your Claim

We will repair, replace or pay for any article covered under Section Three **valuables** and **personal belongings**.

For total loss or destruction of any article **we** will pay **you** the cost of replacing the article as new as long as:

- The new article is as close as possible to but not an improvement on the original article when it was new, and
- **You** have paid or **we** have authorised the cost of replacement.

The above basis of settlement will not apply to:

- Clothes,
- Camping equipment,
- Household linen,

Where **we** will take off an amount for wear and tear

We will not pay the cost of replacing or repairing any undamaged parts of items 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.

We can settle **your** claim by repairing, replacing, rebuilding or payment. Where **we** can offer repair or replacement via **our** preferred supplier but agree a cash settlement the payment will not exceed the discounted repair or replacement price **we** would pay.

Your Sum Insured

The most **we** will pay under Section Three - **valuables** and **personal belongings** is the sum insured shown on the **schedule**.

The most **we** will pay for any one item under Section Three - **valuables** and **personal belongings** is £2,500 unless otherwise stated in the **schedule**.

Proportionate Remedy

If the cost of replacing or repairing the **valuables** and **personal belongings** is more than **your** sum insured at the time of any loss or damage, then **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in sum insured. For example, if the premium **you** have paid for **your valuables** and **personal belongings** is equal to 75% of what **your** premium would have been if **your valuables** and **personal belongings** sum insured was enough to replace them as new, then **we** will pay up to 75% of any claim made by **you**.

The following cover applies only if the **schedule** shows that pedal cycles are included:

What is covered:	What is not covered:
	Any cause already excluded within the General Exclusions.
This insurance extends to cover the cost of repairing or replacing your pedal cycle(s) (as shown in the schedule) following: • Theft or attempted theft, • Accidental damage, Anywhere in the United Kingdom, and up to 60 days elsewhere in the world during a temporary visit during the period of insurance.	The excess shown in your schedule • Loss or damage to tyres, lamps or accessories unless the cycle is stolen or damaged at the same time, • Damage from mechanical or electrical faults or breakdown, • Loss or damage while the cycle is used for racing or pace-making or is let out on hire or is used other than for private purposes, • Theft unless it was locked to an immovable object or kept in a locked building at the time of the theft, • More than the sum insured shown in the schedule, • Theft by fraudulent means.

Conditions That Apply To Section Four – Pedal Cycles Only

How We Deal With Your Claim

1. Where the damage can be repaired economically **we** will pay the cost of the repair;
2. Where the damage cannot be economically repaired and the lost or damaged pedal cycle can be replaced **we** will pay the replacement cost;
3. If a replacement is not available **we** will replace it with a pedal cycle of similar quality;
4. Where **we** are unable to economically repair or replace the pedal cycle with one of similar quality **we** will make a cash payment equal to an agreed replacement value;
5. **We** will settle your claim less any excess subject to any limit shown in the **schedule**.

Where **we** can offer repair or replacement via **our** preferred supplier but agree a cash settlement the payment will not exceed the discounted repair or replacement price **we** would pay.

Your Sum Insured

The most **we** will pay under Section Four – pedal cycles is the sum insured shown on the **Schedule**.

The most **we** will pay for any one item under Section Four – pedal cycles is £1,500 unless otherwise stated in the **schedule**.

Proportionate Remedy

If the cost of replacing or repairing the pedal cycle is more than **your** sum insured at the time of any loss or damage, then **we** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in sum insured. For example if **your** premium **you** have paid for **your** pedal cycle is equal to 75% of what **your** premium would have been if **your** pedal cycle sum insured was enough to replace it as new, then **we** will pay up to 75% of any claim made by **you**.

G R E S H A M

U N D E R W R I T I N G

Home Assure Personal Legal Expenses



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About this policy

This Policy has been arranged by Rhino Protect Limited and is administered by ARAG plc who is a coverholder of the *insurer*, ARAG Allgemeine Versicherungs-AG Branch UK.

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

ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369. This can be checked by visiting the FCA website at www.fca.org.uk/register.

ARAG Allgemeine Versicherungs-AG Branch United Kingdom is authorised and regulated by BAFin (firm reference number VU5455) and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Firm reference number 722744.

This is a “claims made” insurance policy. This insurance only covers claims that arise and are notified to *Us* during the *period of insurance*.

In return for the payment of *Your* premium *We* will provide the insurance cover detailed in this policy document, subject to the terms, conditions, and limitations shown below or as amended in writing by *Us* and during the *period of insurance*.

Unless expressly stated nothing in this policy will create rights pursuant to the Contract (Rights of Third Parties) Act 1999.

Making a claim

If an *insured person* wishes to discuss a problem which may lead to a claim, please ring *Our* dedicated helpline quoting the certificate number on *Your* Policy Schedule.

Our trained staff will help identify the problem and, where necessary, put the *insured person* in touch with a member of *Our* panel of professional advisors. *We* will initially deal with a potential claim through the helpline service and, before the claim is accepted, may refer the matter to a suitably qualified and experienced professional person for advice and suggested appropriate action.

Claims should be notified as soon as possible by calling 01455 852100 or by writing to:

Claims Department
Rhino Protect Limited
Windsor House
Troon Way Business Centre
Humberstone Lane
Thurmaston
Leicestershire
LE4 9HA

Email: claims@rhinoprotectinsurance.com

Once details have been received by *Us* and *We* have accepted the claim in writing, *We* will appoint one or more solicitors, accountants or other suitably qualified and experienced persons from *Our* panel to act on the *insured person's* behalf.

Definitions

Each of the words and phrases listed below will have the same meaning wherever they appear in *italics* in this policy.

Appointed representative

A solicitor, accountant or other suitably qualified person appointed in accordance with the provisions of General Condition 5, to act for an *insured person*.

Computer Virus

A set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

Consequential loss

Any other costs that are directly or indirectly caused by the event which led to *Your* claim unless specifically stated in this policy.

Date of occurrence

The date of one or more events arising at the same time or from the same cause, which give (s) rise to a claim under this insurance.

Disbursements

Costs payable in respect of services provided by a third party to the *insured person*, distinct from the services supplied by the *appointed representative* to the *insured person*, that have been incurred with *Our* prior consent.

Electronic Data

Facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.

Employee

A person working under a contract of service excluding any person working under a contract of apprenticeship or providing services under a contract for services.

Goods

Household goods and personal effects but only to the extent that these are insured under *Your* household insurance policy.

Insured person

You and, with *Your* agreement to claim and if permanently living with *You*, the person *You* are married to or live with as if married, all members of *Your* family and, where applicable, the legal personal representatives of any of them.

Insurer/their/them/they

ARAG plc who is a coverholder of the *insurer*, ARAG Allgemeine Versicherungs-AG Branch UK.

Legal expenses

The legal fees, accountants' fees, costs, *disbursements* and other professional charges in connection with *legal proceedings* which Rhino Protect has agreed to fund:

- a) Reasonably and necessarily incurred by the *appointed representative*.
- b) Incurred by other parties in civil cases if an *insured person* has been ordered to pay them or pays them with the prior agreement of Rhino Protect.

For the purposes of this definition 'reasonably incurred' shall mean costs that are deemed by a court to be reasonable upon an assessment on the standard basis. Under the 'standard basis' of costs assessment the court will only allow costs which are proportionate to the matters in issue and will resolve any doubt it may have in favour of the party claiming those costs, as to whether costs have been reasonably incurred and/or that they are reasonable and proportionate. All *legal expenses* shall be subject to reasonable prospects of success – please refer to 'This policy will not cover – condition 1' for more information.

Legal proceedings

The pursuit or defence of legal disputes, tax investigations and tribunal proceedings made by or brought against an *insured person* including appealing or defending an appeal against judgment and excluding correspondence by way of pre-action protocol or any mediation or any other alternative dispute procedure, within the jurisdiction of a court or other body in the *territorial limits*.

Limit of indemnity

The sum of £50,000 being the maximum amount payable by the *insurer* in respect of any one claim and in aggregate for all claims notified during any one *period of insurance*.

Rhino Protect/We/Us/Our

Rhino Protect Limited, an insurance intermediary who has been delegated authority to bind cover and manage claims settlements on behalf of the *insurer* and to whom any notification of a claim must be made.

Part 36 Offer

Any offer made by an opponent to settle a claim which may or may not offer any admission of liability, which may be made by either party at any time during the duration of the claim and if it is to be accepted, must be agreed within 21 days of the offer being made. Such an offer has the potential to cause the *insured person* to pay part of their opponent's costs should the *insured person* reject an offer, continue with the legal proceedings and subsequently fail to obtain more than they were offered by the opponent, or should they accept outside the 21 day period. This includes offers made under Part 36 of the Civil Procedure Rules 1998.

Period of insurance

The period for which *You* have paid or agreed to pay and *We* have agreed to accept a premium. This period will be the same as that of *Your* household insurance policy with which this policy was issued.

Territorial limits

- a) Parts 2, 3, 5, 6 and 7 of 'This policy will cover':
The *United Kingdom*.
- b) Parts 1 and 4 of 'This policy will cover':
 - i. The *United Kingdom* and other European Union member countries except for Estonia, Latvia and Lithuania.
 - ii. Albania, Andorra, Bosnia Herzegovina, Bulgaria, Croatia, Cyprus, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, Romania, San Marino, Serbia, Switzerland, Turkey (west of the Bosphorus) and the Vatican.

United Kingdom

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

You/Your/policyholder

The person(s) named on the Policy Schedule.

Your home

The property address as covered under *Your* household insurance policy and named on the Policy Schedule attached to this policy.

This policy will cover

This insurance is a contract between *You* and the *insurer*. Subject to the terms, conditions, clauses and exclusions of this insurance, the *insurer* will indemnify the *insured persons* against *legal expenses* which may be incurred during the *period of insurance* for which Rhino Protect have accepted *Your* premium.

Subject always to the *limit of indemnity*, the *insurer* will pay for *legal expenses* which arise from *legal proceedings* brought by an *insured person* within the jurisdiction of a court or other body in the *United Kingdom* or against an *insured person* within the jurisdiction of a court or other body in the *territorial limits* and in either case falling within the scope of any of Sections 1 to 7 below provided that:

- a) *Your home* is in the *United Kingdom*.
- b) The *date of occurrence* is within the *period of insurance*.
- c) We have given written permission for an appeal or defence of an appeal.
- d) We will cover no more than two claims in any one *period of insurance*, not taking into account any claims(s) rejected by Rhino Protect.
- e) The *insured person* will be responsible for the first £90 of each and every claim except for claims relating to the *insured person's* contract of employment when the excess is £300.
- f) The amount in dispute is more than £250.
- g) Where the claim relates to a dispute arising from a contract of employment (as provided for under parts 3 and 5B of 'This policy will cover'), all possible routes of dispute settlement including (without limitation) mediation, must have been exhausted by the *Insured Person*.

Section 1. Consumer contract disputes

Disputes arising out of a contract for the purchase or hire of goods or services for private use or the sale or supply of privately owned goods provided that the *insured person* has entered into the agreement or alleged agreement after the commencement of the first *period of insurance*.

Section 2. Domestic property protection

Disputes arising out of:

- a) A third party's alleged or actual negligent act or omission, nuisance, trespass or criminal damage relating to an *insured person's* material property which causes or could cause physical damage or pecuniary loss.
- b) Infringement of *Your* legal rights originating from the ownership of *Your home*.
- c) A contract in *Your* name and relating to *Your home* for construction, conversion or extension, sale or purchase including the leasehold and rental (but only as a tenant) provided that the *insured person* has entered into the agreement or alleged agreement after the commencement of the first *period of insurance*.
- d) The landlord's failure to maintain *Your home*.

Exclusions to Section 2

The *insurer* will not indemnify the *insured person* in respect of claims:

- a) in respect any buildings or land other than *Your home*;
- b) boundary disputes which arise in the first 180 days of this insurance unless the policy has renewed at least once;
- c) claims where any *insured person* is the landlord of the home or is leasing, sub-letting or renting-out all or any part of the premises for any purpose.

Section 3. Employment disputes

Disputes arising from or relating to an *insured person's* contract of employment as an *employee* excluding directors' service contracts, subject to an excess of £300.

Cover will be provided for legal expenses incurred in bringing an employment dispute claim against the insured person's employer.

Section 4. Professional negligence

Disputes an *insured person* may have with solicitors, accountants and surveyors arising out of:

- a) An agreement entered into by the *insured person* after the inception of the first *period of insurance*.
- b) Actual or alleged negligent advice, error and or omission where the *date of occurrence* is after the inception of the first *period of insurance* or where the starting date (as defined by Section 14A(5) of the Limitation Act 1980 or any amending or superseding legislation) is within the *period of insurance* provided that the relevant facts were not known to *You* and or any other *insured person* at the inception of the first *period of insurance*.

Section 5. Legal defence

The defence of any:

- a) Prosecution of an *insured person* in a criminal court arising out of the sale or supply of privately owned *goods*.
- b) Civil action, arising out of the *insured person's* work as an *employee* (but not as a director), under any legislation relating to racial, sex or disability discrimination, data protection or being a trustee of a pension fund set up for the benefit of the *insured person's* fellow *employees*.

Section 6. HM Revenue & Customs enquiries

An extensive examination by the HM Revenue & Customs into an *insured person's* personal tax affairs arising out of the *insured person's* work as an *employee*.

Exclusions to Section 6

The insurer will not indemnify the insured person in respect of legal expenses incurred in an investigation which is limited to one or more specific aspects of their self-assessment tax return.

Section 7. Attendance expenses

The actual loss of the salary or wages of an *insured person* for the time off work to attend any court or tribunal hearing at the request of the *appointed representative* or as a defendant of an admitted claim under this insurance provided that such salary or wages are not recoverable from the relevant court, tribunal or other party.

This policy will not cover

This policy does not cover any claim:

1. Prospects of success

That does not have reasonable prospects of success.

Reasonable prospects' means a 51% or greater chance that the *insured person* will be successful in their pursuit of *legal proceedings* and that the claim can be pursued in a proportionate manner.

In determining whether a claim can be pursued in a 'proportionate manner' We will consider whether a person without legal expenses insurance, and with the funds available to finance their own legal costs, would be likely to find the costs in question reasonable.

The factors We will take into account in assessing whether those costs are reasonable include:

- the prospects of success and the likely costs of pursuing the claim;
- the amount claimed and the amount that is likely to be recovered;
- the amount of adverse costs that We would be likely to pay if the claim was unsuccessful;
- the prospects of enforcing a judgment or agreement;
- the circumstances of the insured incident, including the *insured person's* conduct; and
- any other relevant factor.

2. Trade, business or profession

Arising from any trade, business, profession or employment of any *insured person* except as provided for under Sections 3 and 5 of 'This policy will cover'.

3. Motor vehicles

Relating to a motor vehicle owned, driven, used, hired, leased, sold or purchased by an *insured person*.

4. Libel or slander

Relating to written or verbal remarks.

5. Deliberate, dishonest, violent or criminal acts

- a) Relating to:
 - a. A cause of action intentionally brought about by an *insured person*.
 - b. An *insured person's* actual or alleged dishonesty, actual or alleged violent behaviour or other criminal act.
- b) If it is dishonest or exaggerated in any way, if this happens We will also cancel all cover immediately.

6. Legal expenses not agreed

For *legal expenses* incurred:

- a) Before We agree to pay them on the *insurer's* behalf.
- b) Where *You* and/or an *insured person*:
 - i. Pursue or defend a case without *Our* agreement or in a different manner to or against the advice of the *appointed representative*;
 - ii. Fail to give proper instructions in due time to *Us*, to the *appointed representative* or to counsel or other persons instructed by the *appointed representative*.
- c) Where the *appointed representative* refuses to act on behalf of the *insured person* for any reason other than a conflict of interest when General Condition 5 will apply.
- d) In respect of witnesses, experts or agents interviewed, engaged or called as a witness without *Our* prior written approval.
- e) Prior to issue of formal *legal proceedings* which does not include correspondence by way of pre-action protocol or any mediation or other alternative dispute resolution procedure.
- f) Adverse costs awards made against the *insured person*, pursuant to section 22, Employment Act 2002 including, without limitation, prior to the expiry of any applicable ACAS discussion period.

7. Delay and prejudicial acts

Where an *insured person*, in *Our* opinion, acts in a manner which is prejudicial to the case, including being responsible for any delay, withdrawing instructions from the *appointed representative* or withdrawing from the case.

8. Other insurance

For *legal expenses* which can be recovered by an *insured person* under any other insurance or which would have been covered if this insurance did not exist except for any amount in excess of that which would have been payable under the other insurance(s).

9. Fines and penalties

For fines, damages or other penalties which the *insured person* is ordered to pay by a court or other authority.

10. Disagreement

Relating to any dispute with *Us*, the *insurer* or the *appointed representative*.

11. Date change

For *legal expenses* arising directly or indirectly from the failure of computer, data processing and any other electronic equipment or component, including microchips, integrated circuits and similar devices and or any software to recognise, interpret or process any date as its true calendar date.

12. Electronic Data

For *legal expenses* arising from any consequence, howsoever caused, including but not limited to *Computer Virus* in *Electronic Data* being lost, destroyed, distorted, altered or otherwise corrupted.

13. War & Terrorism

For *legal expenses* arising from any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government or public or local authority;

For *legal expenses* arising from any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

14. Radioactive contamination

For *legal expenses* arising from any direct or indirect consequence of:

- i. irradiation or contamination by nuclear material; or
- ii. the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
- iii. any device or weapon employing atomic or nuclear fission and / or fusion or other like reaction or radioactive force or matter.

15. Judicial review

For *legal expenses* relating to any judicial review whether within the *territorial limits* or not.

16. Bankruptcy, liquidation or receivership

For *legal expenses* when the *insured person* is bankrupt, in liquidation, has made an arrangement with his or her creditors, has entered into a deed of arrangement or part or all of the insured person's affairs or property are in the care or control of a receiver or an administrator.

17. Intellectual property

Relating to *legal proceedings* involving copyright(s), trademark(s), merchandise mark(s), registered or unregistered design(s) or other intellectual property rights or secrecy and confidentiality agreements.

18. Medical negligence

Relating to *legal proceedings* arising out of any actual or alleged case of medical negligence committed against any *insured person*.

19. Breakdown of marriage

Relating to any dispute that *You* may personally have arising from or relating to the breakdown of a marriage or quasi marital relationship.

20. Non consent

Any claim which is settled or discontinued without *Our* written consent.

21. Part 36 disregard

Any claim where the *insured person* has disregarded *Our* advice to accept a *Part 36 Offer* to settle.

22. Unreasonable behaviour

Any costs that the *insured person* is ordered to pay by a court as a result of their unreasonable behaviour (as determined by the courts). Please refer to the General Conditions and Claims Conditions for details of what *We* expect the *insured person* and their *appointed representative* to do in the event of a claim.

General conditions**1. Your responsibilities**

You must take reasonable care to:

- a) supply accurate and complete answers to all the questions *We* or the administrator may ask as part of *Your* application for cover under the policy
- b) to make sure that all information supplied as part of *Your* application for cover is true and correct
- c) tell *Us* of any changes to the answers *You* have given as soon as possible.

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

If *You* become aware that information *You* have given *us* is inaccurate or has changed, *You* must inform *us* as soon as possible.

All *insured persons* must

- a) Observe and comply with the terms and conditions and exclusions of this policy.
- b) Try to prevent any incident that may give rise to a claim.
- c) Try to minimise the amount payable under this insurance (for example: by co-operating with *Us* and the *appointed representative* and promptly providing *Us* with any information that *We* or the *appointed representative* request).
- d) Try to resolve any dispute that may otherwise give rise to a claim, by way of negotiation, mediation or any other available alternative dispute resolution procedure.

2. Fraudulent claims or statements

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

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

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

3. Reporting and acceptance of a claim

You must notify *Your* claim within 90 days of the *date of occurrence* and provide any written or other evidence *We* request. *You* will be required to provide the names of any possible witnesses and details, produced at *Your* own expense, of any costs incurred prior to *Us* accepting the claim, including any action already taken.

4. Acceptance of a claim and right to refuse indemnity

The *insurer* or *Us* on their behalf are entitled to refuse to accept a claim, or to continue to indemnify an *insured person* where:

- a) In *Our* or their opinion:
 - i. the *policyholder* and or any other *insured person* has failed to adhere to the terms and conditions of this policy;
 - ii. the *policyholder* and or the *insured person* has failed to provide *Us* or the *appointed representative* with any relevant information and or supporting evidence.
- b) In *Our* opinion or that of the *appointed representative*, the *legal proceedings* no longer have reasonable prospects of success, or where applicable, that there are reasonable prospects of recovery from the other party.

We may, at any time, require *You* to obtain at *Your* own expense an opinion from counsel as to the merits of *legal proceedings*. Payment will be made under this insurance, subject to the limit applicable to the claim, to include the cost of obtaining the opinion only if counsel's opinion clearly demonstrates that there are reasonable prospects of success for the outcome of the *legal proceedings*.

If the *insurer* or *Us* on their behalf refuse to accept a claim or to continue to indemnify an *insured person*, *We* will give the reason(s) in writing to *You* and the *insured person*.

In all cases, the onus shall be on *You* to demonstrate to the *appointed representative*, or to *Our* own advisors or counsel (as appropriate) that such reasonable prospects as referred to above exist. *Your* cost of investigation and other expenses relating to *Your* seeking to prove that such reasonable prospects do exist are not covered under this insurance.

5. Legal representation

- a) Before *We* accept a claim, *We* will tell *You* the name and address of *Our* nominated *appointed representative*. That person will not become the *appointed representative* until *We* confirm in writing that they have accepted the claim.
- b) If *We* agree to the commencement of *legal proceedings* then an *insured person* has the right to nominate an *appointed representative*. This must be done by sending *Us* the name and address prior to the commencement of any *legal proceedings*.
- c) When an *appointed representative* is appointed *We* will send them a copy of their terms of appointment which must be accepted by the *appointed representative* before they may commence any work for *You*.
- d) If *We* and an *insured person* do not agree about the choice of the *appointed representative*, both parties may agree in writing to choose a second suitably qualified person to decide the matter.
- e) The *insured person* shall always have regard to General Condition 1 both in relation to the nomination of an *appointed representative* and in relation to the conduct of the *legal proceedings*.
- f) This General Condition 5 also applies where a conflict of interest arises during *legal proceedings* or arises from the handling of a claim and the appointment of a replacement *appointed representative* is required.

6. Control of the claim

- a) All information, evidence and documents relating to the *legal proceedings* must be provided, at the *insured person's* own expense, to the *appointed representative* when requested and the *insured person* must meet with the *appointed representative* when requested.
- b) The *insured person* must keep the *appointed representative* regularly informed of all developments and co-operate fully in all respects.
- c) *We* must have direct access to the *appointed representative* at all times.
- d) The *insured person* must give the *appointed representative* any instructions asked for by *Us* including for the supply of any documents or other information required by *Us*.
- e) *We* are entitled to require *You* and/or the *insured person* to immediately produce to *Us* all information, evidence, legal advice and documents relating to the *legal proceedings* in the possession or custody of *You*, the *insured person* or the *appointed representative*.
- f) *You* or the *insured person*, directly or via the *appointed representative*, must inform *Us* immediately in writing if anyone makes an offer to settle the *legal proceedings* and no such offer should be accepted or rejected without *Our* prior written consent.

7. Payment under this insurance

- a) If any offer to settle the *legal proceedings* which equals or exceeds the total damages (including any interest) eventually recovered by the *insured person* in the *legal proceedings* is not accepted by the *insured person*, the *insurer* will have no liability in respect of *legal expenses* incurred after such refusal unless *We* have given *Our* written agreement to the continuation of the *legal proceedings*.
- b) When requested by *Us* the *insured person* must instruct the *appointed representative* to have the *legal expenses* made subject to detailed assessment or audit by the relevant court or tribunal.
- c) All accounts, orders or awards of a court or tribunal for *legal expenses* to be paid under this insurance must be submitted to *Us* promptly.
- d) Following receipt of the relevant accounts, orders or awards of a court or tribunal for *legal expenses* to be paid under this insurance, payment will be made direct to the *appointed representative*, to the other party's legal representative or to such other party as is appropriate according to the terms of any order or award of the court or tribunal.
- e) If the *insured person* withdraws from the *legal proceedings* without *Our* agreement, cover will cease immediately and *We* will be entitled to be reimbursed for any *legal expenses* previously agreed or paid to or on behalf of the *insured person* in respect of such *legal proceedings*.

8. Recoveries

The *insurer* or *Us* on their behalf reserve the right to take proceedings in *Your* name, at their own expense and for their own benefit, to recover any payment *We* have made under this insurance to anyone else. If *You* or an *insured person* recover *legal expenses* previously paid under this insurance from any other party, such *legal expenses* must be immediately repaid to *Us*.

9. Arbitration

Any dispute or difference of any kind between the *insurer*, *Us* and an *insured person* will be referred to arbitration by a single arbitrator who will be either a barrister or solicitor. If the parties are unable to agree on the appointment of an arbitrator, all parties agree to accept an arbitrator nominated by the President of a relevant national Law Society. The arbitrator's decision will be final and binding on all parties and the unsuccessful party shall be responsible for any costs incurred by the successful party in the arbitration proceedings as well as their own costs.

10. Assignment

This insurance is between and binding upon *You* and the *insurer* and their respective successors in title, but this insurance may not otherwise be assigned by *You* without the *insurer's* prior written consent.

11. Waiver

If *We*, the *insurer* or any *insured person* fail to exercise or enforce any rights conferred on them by this insurance, the failure to do so will not be deemed to be a waiver, nor will it bar the exercise or enforcement of, such rights at any subsequent time.

12. Governing law

Unless some other law is agreed in writing, this policy is governed by English law. If there is a dispute, it will only be dealt with in the courts of England or of the country within the United Kingdom in which *Your* main residence is situated.

13. Third party rights

Unless expressly stated in this insurance, nothing in this insurance will create any rights in favour of any person pursuant to the Contracts (Right of Third Parties) Act 1999. This condition does not affect any right or remedy, of any person, which exists or is available otherwise than pursuant to that Act.

14. Cancellation rights

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

Thereafter *You* may cancel the insurance cover at any time by informing Rhino Protect Limited however no refund of premium will be payable.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to *You* at *Your* last known address. Valid reasons may include but are not limited to:

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

If *We* cancel the policy and/or any additional covers *You* will receive a refund of any premiums *You* have paid for the cancelled cover, less a proportionate deduction for the time *We* have provided cover.

Where *Our* investigations provide evidence of fraud or misrepresentation, *We* may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when *You* provided *Your* administrator / *Your* agent with incomplete or inaccurate information. This may result in *Your* policy being cancelled from the date *You* originally took it out and *We* will be entitled to keep the premium.

If *Your* policy is cancelled because of fraud or misrepresentation, this may affect *Your* eligibility for insurance with *Us*, as well as other insurers, in the future.

Complaints

It is the intention to give *You* the best possible service but if *You* do have any questions or concerns about this insurance or the handling of a claim *You* should follow the Complaints Procedure below:

1. Complaints regarding the sale of the policy:

Please contact *Your* agent who arranged the Insurance on *Your* behalf.

2. Complaints regarding claims:

Please contact in the first instance:

The Nominated Complaints Handler
Rhino Protect Limited
Windsor House
Troon Way Business Centre
Humberstone Lane
Thurmaston
Leicestershire
LE4 9HA

Tel: 01455 852050

Email: feedback@rhinoprotectinsurance.com

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 £6.5million and which either; have up to 50 employees, or a balance sheet threshold of £5million. *You* may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: 0300 123 9 123 or 0800 023 4 567

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

Website: <http://www.financial-ombudsman.org.uk/>

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

If *You* have purchased the insurance policy online, *You* may also raise *Your* complaint via the EU Online Dispute Resolution Portal at <http://ec.europa.eu/consumers/odr/>. This will forward *Your* complaint to the correct Alternative Dispute Resolution scheme. For insurance complaints in the UK this is the Financial Ombudsman Service. However, this may be a slower route for handling *Your* complaint than if *You* contact the Financial Ombudsman Service directly.

Financial Services Compensation Scheme

The *insurer* ARAG Allgemeine Versicherungs -AG Branch UK is covered by the Financial Services Compensation Scheme (FSCS). *You* may be entitled to compensation from the scheme in the unlikely event that the *insurer* cannot meet its obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. *You* can get more information about compensation scheme arrangements from the FSCS by visiting www.fscs.org.uk or call *Us* on 0800 678 1100 or 020 7741 4100

ARAG Privacy Statement

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

Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. *We* will hold and process this information in accordance with all relevant data protection regulations and legislation. Should *We* ask for personal or sensitive information, *We* undertake that it shall only be used in accordance with *Our* privacy statement. *We* may also collect information for other parties such as suppliers *We* appoint to process the handling of a claim.

Using personal or sensitive information

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

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

Keeping personal information

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

Your rights

Any person insured by this policy has a number of rights in relation to how *We* hold personal data including; the right to a copy of the personal data *We* hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

For a full list of privacy rights and when *We* will not be able to delete personal data please refer to *Our* full privacy statement.

G R E S H A M

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