

CHOICE HOME INSURANCE POLICY

Gallagher

Insurance | Risk Management | Consulting

CHOICE HOME INSURANCE

CONTACT US

Customer Services: 0800 519 0746
Mon-Fri 9:00am to 5:00pm

Renewals: 0800 052 1311
Mon-Fri 8:00am to 7:00pm Sat 9:00am to 1:00pm

Email: gallagherhomecustomerservices@ajg.com

Claims:
Please refer to your schedule for details of your Home Insurer and contact number.

Personal Legal: 0344 7 701 093
24 hours a day / 7 days a week

Home Emergency: 0800 4 790 066
24 hours a day / 7 days a week

Key Cover: 0345 303 0550
24 hours a day / 7 days a week

Garden & Fence Cover: 0344 893 1022
24 hours a day / 7 days a week

Legal and Domestic Helpline Service: 0344 770 1093
24 hours a day / 7 days a week

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How to use your Policy Wording

This Policy Wording along with Your Schedule and Statement of Fact gives You all the information You need relating to the Home Insurance cover. This includes the terms & conditions which apply and important information about Personal Legal Cover, Home Emergency and Garden & Fence cover. It also contains information about the process for making a claim or a complaint.

Where cover is being detailed, the sections are broken down into "What is insured" which will typically be shown in the left hand columns, and "What is not insured" which will typically be shown in the right hand columns.

Important

It is important that You are NOT under-insured. Make sure You have insured Your Buildings for the full rebuilding cost including allowances for architects costs and site clearance, and Your Contents for their full replacement value as new items.

You must notify Us if the full replacement value of Your Contents or full rebuilding cost of Your Buildings exceeds the amount shown on Your Schedule.

The Insurer will only be able to settle claims at the percentage You are actually insured for. For example, if the value of Your Contents shown on Your Schedule only represents 70% of the full replacement value then The Insurer will not pay more than 70% of Your claim.

If You make a claim under both Buildings and Contents, the Excess for both sections will apply.

For example, if You have:

£150 Buildings Excess and **£150** Contents Excess

You will be responsible for the first

£300

of any claim.

This amount will be in addition to any voluntary Excess You have chosen to take.

Definitions

Home Emergency, Personal Legal and Garden & Fence cover have their own definitions and these can be found in the separate sections at the back of this policy wording.

Where the following words appear (defined with a capital letter), they will have the meanings shown below:

Accident or Accidental
A sudden unexpected and unintentional event resulting in loss or physical damage.

Brittle Item
Items made in whole or in part of glass, china, porcelain, earthenware, stone or other fragile material.

Building(s)
The Home shown on Your Schedule as well as its fixtures and fittings including wooden, laminate or vinyl flooring coverings, garden walls, gates, hedges, fences, paths, drives, patios, permanently fixed oil and gas tanks, permanently fixed solar panels, permanently fixed hot tubs, Jacuzzis or spas, permanent swimming pools built of brick, stone or concrete, Outbuildings, and hard tennis courts.

Business
Any employment, trade, profession or occupation.

Business Equipment
Business computers, keyboards, computer screens and printers, word processing equipment, desk- top publishing units, fax machines, photocopiers, typewriters, computer-aided design equipment, telecommunication equipment (not including mobile phones), office furniture and stock owned by You or Your Family used for Business purposes.

Content(s)
Household goods, including radio and television aerials, satellite dishes, their fittings and masts which are attached to the Home, High-risk property, carpets, pedal cycles, Money, Personal Computer(s) and Personal Belongings You or Your Family own or are legally responsible for and use for private purposes. This does not include items held or used for Business purposes, other than the items included in the Business Equipment definition.

Electrically/battery assisted pedal cycle
If the pedal cycle(s) is fitted with a battery or other similar device You must comply with Electrically Assisted Pedal Cycles (EAPC's) regulations.

The maximum assisted speed must not exceed 15.5 mph and must not be ridden by anyone under the age of 14 years.

Endorsement
A change to the terms of Your policy as shown on Your Schedule, which may require You to take specific action. A copy of such written Schedule forms part of this policy. If You fail to comply, it may affect Your policy and payment of claims.

Excess
The first part of the cost of each claim You have to pay. The details of any Excess You have to pay can be found on Your Schedule. Please note that in certain circumstances (for example in the event of a claim for escape of water or Subsidence) the Excess You may be required to pay may be greater than the Excess amount You selected.

Family
The person You are married to or have entered a Civil Partnership with, or domestic partner, children, foster children and any other person who permanently lives with You at the Home, other than lodgers and any other paying guests.

Heave
The upward or sideways movement of the site on which Your Buildings are situated caused by swelling of the ground.

High-risk Property
Jewellery, precious stones, articles made from gold, silver and other precious metals, Brittle items, clocks, watches, furs, photographic equipment, binoculars, telescopes, curios (small articles of curiosity or special interest, valued as a collector's item), musical instruments, pictures and other works of art, and collections of stamps, coins or medals. The Insurer regards pairs or sets of High-risk Property items as one item.

Home
The property described on Your Schedule, landlord's fixtures and fittings which You are responsible for and the property's garages and Outbuildings at the same address You use only for domestic purposes.

Incident
An event which might lead to a claim.

Insured Person(s)
You, and any member of Your Family who permanently lives with You. Anyone claiming under this section, on Your behalf, must have Your permission to claim.

Landslip
Sudden movement of soil on a slope or gradual creep of soil on a slope over a period of time.

Maximum Claim Limit
The most The Insurer will pay for any one claim under any section (or its extension).

Money
Cash (including foreign currency at current exchange rates) cheques, postal and money orders, National Savings stamps and certificates, Premium Bonds, unused postage stamps, travellers' cheques, travel tickets, concert tickets, sports tickets, season tickets, gift cards, and luncheon vouchers held solely for private or domestic purposes. This does not include Money held for any Business purposes.

Motor Vehicles and Craft
Mechanically or electrically propelled vehicles (whether registered for road use or not) which includes motor cycles, quad bikes and children's motor cycles and quad bikes, trailers, aircraft, boats, sailboards and crafts designed to be used in or on water, and the parts, spares and accessories of any of these other than:

- Vehicles used only as domestic gardening equipment within the boundaries of the land belonging to the Home
- Vehicles designed to help disabled people and those with mobility problems (as long as the vehicles are not registered for road use)
- Golf carts and trolleys
- Remote-controlled toys and models

Outbuildings
Sheds, greenhouses, summerhouses and other buildings which do not form part of the structure of the main Building of the Home and are used for domestic purposes unless stated otherwise on Your Schedule.
Unless The Insurer agrees otherwise as stated on Your Schedule, Outbuildings do not include:

- Any building which is not on a permanent foundation or base
- Tree houses
- Inflatable buildings (whether over swimming pools or not)
- Any structure which is made of canvas, PVC or any other non-rigid material

Period of Insurance
The length of time covered by this insurance (as shown on Your Schedule) and any extra period for which We accept Your premium and confirm in writing.

Personal Belongings
Clothes and other items of a personal nature likely to be worn, used or carried by You or Your Family.

Personal Computer(s)
Personal desktop, laptop and tablet computers.

Schedule
The document which shows Your name and address, The Insurer, the Period of Insurance, the sections of this Policy Wording that apply, the premium You have to pay, the property which is insured, the Maximum Claim Limits and details of any extensions or Endorsements.

Settlement
The natural downward movement of new or extended properties due to compression of the soil under their own weight.

Statement of Fact
A record of the information You gave Us, which We use to determine whether to offer You a policy and Your premium. This includes information given on Your behalf with Your consent.

Subsidence
Downward movement of the ground beneath Your Building other than by Settlement.

The European Area
Europe, Madeira, the Canary and Mediterranean Islands and countries which border on the Mediterranean.

The Insurer/Their/They
The Insurer shown on Your Schedule.

Unoccupied
Any period, starting from the first day, during which the Home will not be lived in for more than the consecutive number of days shown on Your Statement of Fact or any period during which the Home is occupied by squatters. By lived in, We mean slept in for at least 5 consecutive nights every month, or 2 consecutive nights every week.

Unfurnished
Insufficiently furnished for normal habitation. Furnished means equipped with kitchen appliances, fixtures and fittings, curtains, carpets, beds and furniture essential for modern living.

Vermin
Rats, mice, squirrels, birds, foxes, badgers, bees, wasps, hornets and all other insects.

We, Our, Us
Gallagher

Weight of Snow
A sudden accumulation of snowfalls resulting in the snow becoming too heavy causing damage due to the weight.

You, Your
The person or people shown on Your Schedule as the Insured Person.

Important information

This Policy Wording, Statement of Fact, Schedule and any Endorsements form a legally binding contract of insurance (Your policy) between You and The Insurer/s named on Your Schedule and all the documents should be read as if they are one. Your policy is completed with the information You provided during the application process, subsequently or during the acceptance of Your renewal. You must make sure that all the information You have given Us is true and complete to the best of Your knowledge and belief. Failure to do so may result in Your Policy being cancelled, treated as if it never existed or may result in any relevant claims being reduced or refused.

Please read all documentation and ensure that the cover is in accordance with Your requirements. It is important that:

- You are clear which sections of this policy You have requested and want to be included
- You understand what each section covers and does not cover; and
- You understand Your duties under each section and under the insurance as a whole

Your Schedule will tell You which sections of Your Policy Wording apply to You together with the applicable cover limits.

The Policy Wording provides details of what is insured and what is not insured for each section. There are also some general exceptions contained within the 'General Exceptions' section which apply to the policy as a whole.

If after reading Your Policy Wording You have any questions, any details are incorrect or the policy does not provide the cover You require then You must contact Us.

It is Your responsibility to regularly review Your cover and inform Us of any changes in Your circumstances or in the items covered (if applicable) by contacting Us on 0800 519 0746. If You do not maintain suitable cover, this may have an impact on Your ability to make a claim.

Your insurance policy

You and Your Family must comply with the terms and conditions set out in Your policy of insurance to have the full protection of the Home Insurance policy. If You or Your Family do not comply with the terms and conditions, The Insurer may cancel the policy or refuse to deal with Your claim or reduce the amount of any claim payment.

The following elements form the policy of insurance between You and The Insurer; please read them and keep them safe:

- The Home Insurance Policy Wording
- Information contained on Your Statement of Fact
- Your Schedule – in particular, any Endorsements on Your Schedule

In return for Your premium, The Insurer will provide the cover shown on Your Schedule in line with the terms and conditions of this Policy Wording during the Period of Insurance. The provision of insurance under this policy is conditional upon You observing and fulfilling the terms, provisions, conditions and clauses of this policy.

Don't let Your policy lapse

If You decide that You no longer wish to continue Your policy with Your current Insurer, please make sure that Your new insurance application is accepted before Your current insurance ends. In some circumstances (for example, if You live in an area likely to flood), You may find it difficult to arrange alternative cover that is suitable for Your needs. If You allow Your policy to end without arranging continued cover with Us or another provider, You may not be able to re-start a new policy through Us and You will not be able to make a claim for the period of time that cover was not in place.

Information and changes We need to know about
It is Your responsibility to take care to provide complete and accurate answers to the questions You are asked when You take out Your policy, when You make changes to, and when You renew Your insurance. Please note, if the information provided by You is not complete and accurate this could invalidate Your insurance cover, Your policy terms and conditions may be varied or, part or all of a claim may not be paid.

Further details of information and changes The Insurer needs to know about are shown below. Changes, if accepted by The Insurer, will apply from the date indicated on Your Policy Schedule. In these cases, The Insurer will be entitled to vary the premium and terms for the rest of the Period of Insurance.

Changes
It is important that You tell Us if there are any changes to the information set out in Your Statement of Fact or on Your Schedule. If any of this information changes You must tell Us immediately.

You must also tell Us :

- Of any intended alterations, extension or renovation to the Building(s). You do not need to tell Us about internal alterations to the Building(s)
- Of any change of people insured, or to be insured
- Of any change that may result in an amendment to the amounts insured or the limits that are shown in Your Schedule
- Of any change to the use of the Home. For example if the Building(s) are to be lent, let, sub-let, or used for business purposes (other than occasional clerical work)
- Of any change to the occupancy of the Building(s). For example, if the Building(s) are to stop being Your permanent residence or are to be Unoccupied for any continuous period exceeding 60 days, or
- If any member of Your household or any person to be insured by this policy is charged with, or convicted of a criminal offence (other than motoring offences)

When We are notified of a change, We will tell You if this affects Your insurance, for example whether The Insurer is able to accept the change and if so, whether the change will result in revised terms and/or a change to Your premium. If the information You provide is not to the best of Your knowledge, true and accurate, it may affect any claim You make to the extent a claim may be declined in part or full, or even make Your policy invalid.

Making a claim

Before You contact The Insurer to notify them of a claim, You need to understand if You should be claiming under the Buildings or Contents section of Your policy. Below is a short guide to help You.

How to know if it's a Buildings or Contents claim

Everything classed as covered under the definition of Buildings is usually everything that You would leave behind if You were to move house, or another way to think about what is covered is to imagine turning Your house upside down allowing all unfixed items to fall out. Everything that fell out, such as furniture and Personal Belongings would in all likelihood be Your Contents, and everything remaining would be Your Buildings.

For example, a fitted wardrobe would remain if You moved or turned Your house upside down, meaning this element would likely be covered under Buildings, but a free-standing wardrobe that wasn't fixed would fall out, and therefore this item is likely to be covered under Contents. There are of course exceptions to this general rule, such as carpets which are classed as Contents, however this explanation should help You to get to the right section of this policy wording.

What if You need to claim under both Buildings and Contents sections of Your policy

It is often the case that both sections of the policy apply to certain claims. For example, if You experienced a theft claim, You may need to claim under Your Buildings cover for the cost of repair or damage to any broken windows or doors (assuming the thief gained entry this way) and claim under Your Contents cover for the replacement of any stolen items.

Claims are handled by The Insurer, not by Us directly. Your claims team is there to help You and make the process as easy and quick as possible. They will need specific information about Your claim and will also ask You some detailed questions to help them handle Your claim efficiently and to prevent fraud.

You should notify the police within 7 days if something is lost or stolen, or if Your property has been, or You suspect it has been, purposely damaged. The police may provide You with an incident reference number which The Insurer may require.

Reporting your claim

Step 1

Locate The Insurer of Your policy. Details of The Insurer and Your policy number can be found on Your Schedule.

Step 2

Locate the claims telephone number for The Insurer; this information can be found on Your Schedule. Remember, You may have a different insurer if You have purchased any of the additional products available.

Step 3

Call The Insurer as soon as possible after the Incident has occurred in order that Your claim can be dealt with quickly and efficiently.

Please make sure you also read the Conditions outlined on Pages 36 to 38.

How Your claim will be settled
The Insurer may repair, reinstate or replace the damaged, lost or stolen property. If The Insurer cannot repair or replace the property They may pay for the loss or damage in cash. Where They can offer repair or replacement through a preferred supplier, but
They agree at Your request to pay a cash settlement, then payment will reflect any discounts They may have received had They replaced the property. If an equivalent replacement is not available then They will pay the full replacement cost of the item with no discount applied.

The sums insured will not be reduced by any claim.

The Insurer may appoint an approved supplier to act on Their behalf to validate Your claim. The approved supplier is authorised to arrange a quotation, a repair, or a replacement where appropriate.

New for old
The Insurer will make a reduction for wear and tear, unless for the following items, You can prove they are less than 3 years old:

- Clothes
- Furs
- Household linen

All other Contents will be replaced as new, without a reduction being applied, but will not be an improvement on the original item when it was new. This is subject to the item being claimed for, not being in a damaged condition (unless as a result of the Incident for which You are claiming) and the Maximum Claim Limit represents the full value of the item(s).

The Insurer will not make a reduction for wear and tear for any elements of a Buildings claim provided that the Maximum Claim Limit represents the full value of the Buildings and they have been maintained in a good state of repair.

Matching pairs and sets
The Insurer treats any individual items of a matching set or suite as a single item. The Insurer will not pay the cost of replacing or changing undamaged items
which belong to a set or suite, or which have a common design or use, such as suites of furniture and carpets which are damaged in one area.

The Insurer will not pay the cost of replacing or changing undamaged parts of Your Buildings which belong to a set or suite or which have a common design or use, such as a bathroom suite or fitted kitchen units, when the damage is restricted to a specific part or clearly defined area.

If You wish to make a claim - Sections 1-3
If You wish to make a claim under this insurance please contact the claims team on the phone number shown on Your Schedule to report the Incident.

At the time of making a claim, You will be asked to provide the following, so please have this information to hand:

- The policy number stated on Your Schedule; and
- Full details of the claim

In some circumstances, The Insurer may send You a claim form. If required, please fill in the form and send it back with everything The Insurer has asked for, within 30 days of the discovery of the Incident.

The Insurer may require You to provide evidence of Your claim, such as original purchase receipts, invoices, bank or Credit Card statements, or other appropriate evidence of purchase, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds of the Home.

To help assist in dealing with Your claim, The Insurer may also require You to obtain estimates for the replacement or repair of damaged property; They will only ask for information relevant to Your claim and They will pay for any necessary expenses You incur in providing the information as part of Your claim.

If another party is trying to make a claim against You, please send The Insurer any written correspondence You receive and give The Insurer full details of any verbal claims made against You.

Where applicable, You must not do any of the following:

- Admit or deny any responsibility for any Incident
- Negotiate or settle any claims made against You by anyone else, unless The Insurer writes and tells You that You can
- Make any offer, promise or payment without the written consent from The Insurer

The Insurer can negotiate, defend or settle in Your name and on Your behalf, any claims made against You. The Insurer can also take Legal Action in Your name for Their benefit to get back any payment They have made under this policy.

Other Insurances
If You have any other insurance policies which cover the same loss, damage or liability as this policy, The Insurer will pay only Their share of the claim.

Additional Helplines

We have arranged the following helpline services for you, providing FREE advice to all Our home insurance customers. When you call, please confirm that you are a Gallagher home insurance customer.

Additional Helpline Services
These services are arranged as part of Your home insurance policy by Arc Legal Assistance Ltd.

These services are available 24 hours a day, seven days a week during the Period of Insurance. These Helpline Services apply to the United Kingdom unless otherwise stated.

To use any of the below services, phone 0344 770 1093.

Please do not phone this number to report an insurance claim. To check and improve service standards, calls to these helplines are recorded.

We or Arc Legal Assistance Ltd will not accept responsibility if any helpline services fail for reasons We or Arc Legal Assistance Ltd cannot control.

Eurolaw Legal Advice Service
An Insured Person will be provided with a confidential legal advice service over the phone on any personal legal issue, under the laws of the member countries of the European Union, the Isle of Man, the Channel Islands, Switzerland and Norway.

Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for other countries is available 9am-5pm, Monday to Friday, excluding public and bank holidays. If You call outside of these times, You will receive a call back.

Domestic Assistance
Under this service, You will be responsible for paying the costs for the help provided. This service will arrange help or repairs needed if You have a domestic emergency in the Home, such as a burst pipe, blocked drain, broken window or building damage.

Buildings cover

The cover in this section only applies if shown on Your Schedule.
The Buildings are covered up to the amount shown on Your Schedule.

What Is Insured

The Buildings are covered for loss or damage caused by any of the following:

1 Fire, smoke, explosion, lightning or earthquake.

2 Riot, violent disorder, strike, labour disturbance, civil commotion or malicious acts.

3 Malicious damage.

4 The Buildings being hit by:
- Aircraft or other flying devices, or anything dropped from them
- Vehicles or trains
- Falling aerials or masts
- Falling trees or branches
- Animals
- Fireworks

5 Storm, flood or Weight of Snow.

What Is Not Insured

NOTE: Please read this section together with the General Exceptions section on pages 34-35.

The Excess as stated in this section of Your Schedule.

1 Loss or damage caused by scorching, singeing, melting or other forms of heat distortion unless accompanied by flames.

2 Loss or damage:
- Not reported to the police within 7 days of discovery of the loss or damage
- Whilst the home is Unoccupied for more than 60 consecutive days or is Unfurnished
- Caused by You or Your guests, tenants or lodgers

3 Loss or damage caused:
- By You or Your Family or any person You or Your Family have allowed into the Home
- When the Home is Unoccupied or Unfurnished
- When the Home or any part of it is let or sublet to or occupied by someone who is not a member of Your Family

4
- The cost of cutting down all or part of a fallen tree and taking it away, unless the fallen tree has also damaged the Buildings
- Damage to hedges
- Damage arising from cutting down all or part of a tree
- Loss or damage to aerials, aerial fittings, satellite dishes or masts

5
- Damage to radio and television aerials
- Damage to gates, hedges, fences or swimming pool covers
- Damage caused by Subsidence, ground Heave or Landslip (such damage is covered under peril 6)
- Loss or Damage caused by rising ground water levels (the level below which the ground is completely saturated with water)

What Is Insured

6 Subsidence or ground Heave of the site the Buildings stand on, or Landslip.

Subsidence, ground Heave or Landslip damage to drains, caused by Accidental damage is also covered.

7 Escape of water from or freezing in any fixed domestic water or drainage installation, heating installation, washing machine, dishwasher or water bed.

What Is Not Insured

6 Loss or damage caused by:

- Compaction of infill or Settlement
- Frost
- Coastal or river erosion
- Sulphate reacting with any materials from which any part of the Buildings is constructed

Loss or damage caused to:

- The Buildings or their foundations by Settlement, unless the Settlement is caused by Subsidence of the site on which the Buildings stand
- Solid floor slabs or damage from solid floor slabs moving, unless the foundations beneath the outside walls of the main Building are damaged at the same time and by the same cause
- Walls, gates, hedges, fences, paths, drives, patios, permanently fixed oil and gas tanks, permanently fixed solar panels, swimming pools, fixed hot tubs, Jacuzzis, spas, ornamental pools, or tennis courts, unless the main Building is damaged at the same time

Loss or damage:

- Where compensation is provided under another contract or by law
- Which started before this policy came into force
- Of market value after repairs
- Arising from structural alteration, repair or demolition

7
- Damage when the Home is Unoccupied or Unfurnished
- Loss of metered water

Damage to:

- The pipework or other parts of the water or heating system
- Fixed hot tubs, fixed Jacuzzis or fixed spas

Damage caused by:

- Subsidence, Landslip and Heave
- Sinks, bidets, showers and baths overflowing as a result of the taps being left on. (This exclusion does not apply if You have chosen additional Accidental Damage cover, Section 1a)
- Failure or lack of appropriate sealant and/or grout

What Is Insured

8 Theft or attempted theft.

9 Escape of oil from a fixed, domestic, oil-fired heating system, including smoke or smudge damage caused by evaporation from a faulty oil-fired heating system.

10 Professional fees and debris clearance.

Necessary expenses for rebuilding or repairing the Buildings as a result of damage insured under this section including the following:

- Architects, surveyors and legal fees
- The cost of clearing debris from the site, clearing drains and demolishing or shoring up the Buildings
- Other costs necessary to keep to government or local authority requirements, unless You had received notice to meet the requirements before the damage occurred

The most The Insurer will pay for any one claim is £20,000.

11 Alternative accommodation and/or loss of rent.

Rent You would have received or are responsible for paying while the Buildings cannot be lived in because of damage insured by this section. The Insurer will also pay the costs of necessary comparable alternative accommodation, for You, Your Family and Your domestic pets if the Buildings cannot be lived in because of damage insured by this section.

The most The Insurer will pay in any one Period of Insurance is £40,000.

What Is Not Insured

8 Loss or damage:

- Caused by You or any member of Your Family or paying guests
- When the Home or any part of it is let or sublet to or occupied by someone who is not a member of Your Family
- When the Home is Unoccupied or Unfurnished
- Not reported to the police within 7 days of discovery of the loss or damage

9
- Loss or damage when the Home is Unoccupied or Unfurnished
- Loss of metered oil
- The cost of removing and replacing any part of Your Building necessary to find and repair the source of the leak and making good

10 The cost of preparing a claim.

11 No additional exclusions.

What Is Insured

12 Exchanged contracts.

If You have exchanged contracts to sell the Home, The Insurer will give the buyer the benefit of the insurance under this section until the sale is completed, unless the buyer has insurance cover elsewhere.

13 Trace and Access.

If Your Buildings are damaged by water escaping from tanks, pipes, underground drains, equipment or fixed heating systems in the Home, The Insurer will pay the cost of removing and replacing any other part of Your Buildings necessary to find and repair the source of the leak and making good.

The most The Insurer will pay for any one claim is £5,000.

14 Emergency Services.

The Insurer will pay for loss of or damage to the Home caused by an emergency service getting into the Home as a direct result of a medical emergency involving You or Your Family.

What Is Not Insured

12 No additional exclusions.

13
- Loss or damage whilst the Home is Unoccupied or Unfurnished
- Loss or damage caused by Subsidence, Landslip or Heave

14 No additional exclusions.

Accidental damage cover

This cover is optional and only applies if shown on Your Schedule.
The most The Insurer will pay is the Maximum Claim Limit under the Buildings section.

What Is Insured

The Buildings are covered for loss or damage caused by any of the following:

- Accidental Damage to Your Buildings
- The cost of repairing:
  - Accidental damage to the fabric of cable, underground pipes and drains (and their inspection covers) serving the Home and for which You are responsible
  - Accidental breakage of fixed glass (such as glass in windows and patio doors), fitted ceramic hobs, sanitary fixtures and solar panels in the Home
  - Accidental breakage of fixed stair-lifts in the Home

What Is Not Insured

NOTE: Please read this section with the General Exceptions section on pages 34-35.

- The Excess as stated in the Buildings section of Your Schedule
- Any risk already covered under the main Buildings section, Section 1
- Damage caused to or by any part of the Buildings moving, settling or shrinking
- Damage caused by demolition of or structural alteration or repairs to the Buildings
- The cost of replacing undamaged items
- Clearing blocked drains, unless the blockage is caused by damage to the fabric of the drains insured under this section
- Damage caused by frost
- Damage when the Home is Unoccupied or Unfurnished
- Damage caused by paying guests or tenants
- When the Home or any part of it is let or sublet to or occupied by someone who is not a member of Your Family
- Damage caused to pitch fibre pipes as a result of pressure from weight of soil or other covering material
- Delamination (separation of layers) of pitch fibre pipes or any other inherent defect
- Accidental breakage of fixed glass, sanitary fixtures and solar panels when the Home is Unoccupied or Unfurnished
- Natural failure, wear and tear of drains

Contents cover

The cover in this section only applies if shown on Your Schedule
Your and Your Family's Contents are covered when they are:

- In the Home
- Outside but within the boundary of the Home
- In a building within the boundary of the Home with an open front or side, such as a carport
- In a building or home that You or Your Family are living or working in temporarily, within The European Area for up to 60 consecutive days

The most The Insurer will pay
The Contents are covered up to the amount shown on Your Schedule. In addition, Your Schedule will also outline the sections of cover You have selected.

- The most The Insurer will pay for High-risk Property within the Home is shown on Your Schedule
- The most The Insurer will pay for any one single item of High-risk Property is £1,500
- The most The Insurer will pay for Business Equipment is £2,000 for any one claim and £1,000 for any one single item

Specific exceptions to Contents - Section 2

- Anything insured under another policy or more specifically insured elsewhere in this policy
- Any part of the structure of the Buildings other than fixtures and fittings for which You are responsible, as a tenant
- Any Motor Vehicle or Craft, or caravan, or any accessories or contents in them or attached to them
- Trees, shrubs and plants
- Deeds and documents
- Any item taken out of the Home to sell or exhibit or to be kept in a storage facility. A storage facility is a commercial warehouse which protects the items stored from theft, damage or weather conditions.

What Is Insured

The Contents are covered for loss or damage occurring during the Period of Insurance caused by any of the following:

1 Fire or smoke, explosion, lightning or earthquake.

2 Riot, violent disorder, strike, labour disturbance, civil commotion or malicious acts.

3 Malicious damage which happens in the United Kingdom, Isle of Man or the Channel Islands.

What Is Not Insured

NOTE: Please read this section together with the General Exceptions section on pages 34-35.

The Excess as stated in this section of Your Schedule.

1 Loss or damage caused by scorching, singeing, melting or other forms of heat distortion unless accompanied by flames.

2 Loss or damage:
- Not reported to the police within 7 days of discovery of the loss or damage
- Whilst the home is Unoccupied for more than 60 consecutive days or is Unfurnished
- Caused by You or Your guests, tenants or lodgers

3 Loss or damage caused:
- By You or Your Family or any person You or Your Family have allowed into the Home
- When Your Home or any part of it is let or sublet to or occupied by someone who is not a member of Your Family
- When the Home is Unoccupied or Unfurnished
- Losses not reported to the police within 7 days of discovery of the loss or damage

What Is Insured

4 The Home being hit by:

- Aircraft or other flying devices, or anything dropped from them
- Vehicles or trains
- Falling aerials or masts
- Falling trees or branches
- Animals

5 Storm, flood or Weight of Snow.

6 Subsidence or ground Heave of the site the Home stands on, or Landslip.

7 Escape of water from any fixed domestic water, drainage or heating system, washing machine, dishwasher or water bed.

What Is Not Insured

4 The cost of cutting down all or part of a fallen tree and taking it away, unless the fallen tree has also damaged Your Contents.

5 Loss or damage:

- To property outside the Home
- During renovation
- Caused by rising ground water levels (the level below which the ground is completely saturated with water)

6 Loss or damage:

- Resulting from coastal or river bank erosion
- Caused by compaction of infill or Settlement, of the Building
- Arising from structural alteration, repair or demolition
- To freestanding hot tubs, Jacuzzis or spas unless the main Building is damaged at the same time

7 Loss or damage:

- To the fixed domestic water, drainage or heating system itself
- When the Home is Unoccupied or Unfurnished
- To freestanding hot tubs, freestanding Jacuzzis or freestanding spas
- Caused by failure or lack of appropriate sealant and/or grout
- Caused by sinks, bidets, showers and baths overflowing as a result of the taps being left on (this exclusion does not apply if You have chosen additional Accidental Damage cover, Section 2a)

The cost of removing and replacing any part of Your Buildings necessary to find and repair the source of the leak and making good.

Loss of metered water

What Is Insured

8 Theft or attempted theft:

- From the Home
- From a home or building You or Your Family are living or working in temporarily (other than whilst in full time education) within the United Kingdom, Isle of Man or Channel Islands
- From any other building if force and violence was used to get in or out, within the United Kingdom, Isle of Man or Channel Islands
- From any bank or safe deposit, or while You or any member of Your Family is taking the items to or from the bank safe deposit within the United Kingdom, Isle of Man or Channel Islands

If a Keysafe has been installed, theft or attempted theft is:

- restricted to forcible or violent entry or exit into or out of the Home
- excluded for any person(s) lawfully allowed to be in the Home

In addition;

Money is covered away from the Home only if it is stolen from a building where forcible and violent entry to or exit from was used to get into or out of the building.

The most The Insurer will pay for any one claim is £250.

9 Escape of oil from a fixed, domestic, oil-fired heating system, including smoke or smudge damage caused by evaporation from a faulty oil-fired heating system.

10 Damage to food in any refrigerator or deep freezer caused by:

- A rise or fall in temperature
- Contamination by refrigerant or refrigerant fumes

What Is Not Insured

8 Theft or attempted theft:

- By deception, unless entry only is gained by deception
- By You or any member of Your Family or domestic employees
- When the Home is Unoccupied or Unfurnished
- When the Home or any part of it is let or sublet to or occupied by someone who is not a member of Your Family
- From communal garages or Outbuildings, unless someone has broken into or out of the communal garage or outbuilding by using force and violence
- Losses not reported to the Police within 7 days of discovery of the loss or damage

9 Loss or damage when the Home is Unoccupied or Unfurnished

- The cost of removing and replacing any part of Your Buildings necessary to find and repair the source of the leak and making good
- Loss of metered oil

10 Loss or damage caused by:

- Your power supply being deliberately cut off by the supply company
- A strike, lock-out or an industrial dispute

Loss of or damage to:

- Food held or used for Business purposes
- Food being beyond the date it can be safely eaten

What Is Insured

11 Property in the open.

Property outside but within the boundary of the Home or in a building that is open at the side or front (such as a carport).

The most The Insurer will pay for any one claim is £500

12 Alternative accommodation and tenant's rent liability.

If You cannot live in the Home because of damage insured under this section:

- The Insurer will pay the cost of necessary comparable alternative accommodation for You, Your Family and domestic pets until You can live in the Home again; or
- If You are a tenant, The Insurer will also pay any rent that You have to pay while You are not living in the Home

The most The Insurer will pay in any Period of Insurance is £10,000.

13 Contents in transit.

If Your Contents are professionally packed and transported, The Insurer will insure You against loss or damage to the Contents while they are:

- Being transported anywhere in the United Kingdom, Isle of Man or Channel Islands between Your old address and Your new address
- On their way to and from the furniture depository
- Being loaded or unloaded

What Is Not Insured

11 Loss or damage to:

- High-risk Property or Money
- Business Equipment
- Loss or damage to pedal cycles

12 No additional exclusions.

13 Breakage of glass or other Brittle items

- Property in storage

What Is Insured

14 Changing Address.

If You are moving to a new home in the United Kingdom, the Channel Islands or the Isle of Man and ask Us to insure Your Contents, The Insurer may be able to arrange for this policy to cover Your Contents at Your new address. All policy conditions, including those relating to security devices which You must have or which We give You a premium discount for, will continue to apply unless We agree otherwise in writing.

You may have to pay an extra premium to transfer Your Contents cover to a new address.

15 Contents of Outbuildings.

Loss or damage to contents within Outbuildings

The most The Insurer will pay for any one Claim is 10% of the Contents sum insured.

16 Money.

Loss or damage to Money

The most The Insurer will pay for any one claim is £250.

17 Damage as a tenant.

If You are a tenant of the Home The Insurer will pay for loss of or damage to interior decorations and Your home improvements caused by the perils listed in this section.

The most The Insurer will pay in any Period of Insurance is £2,500.

18 Religious Festivals, Birthdays, Weddings and Civil Ceremonies.

The Contents Maximum Claim Limit under this section is automatically increased by 10% for one month before and the month after Your, or any member of Your Family's special event to cover gifts, extra food and drink and the cost of extra items bought specifically for the event.

What Is Not Insured

14 No additional exclusions.

15
- Any claim for the contents within a building that is not on a permanent base
- Business Equipment, unless agreed with Us

16 No additional exclusions.

17 No additional exclusions

18 No additional exclusions

Accidental damage cover

The cover in this section only applies if shown on Your Schedule.

The most The Insurer will pay is the Maximum Claim Limit under the Contents section.

What Is Insured

1 Accidental loss or Accidental damage to Your and Your Family's Contents while they are:

- In the Home
- Outside, but within the boundary of the Home
- In a building, within the boundary of the Home, with an open front or open side such as a carport

Also includes

2 Accidental damage to Personal Computers, television sets (and their aerials), radios, audio and home entertainment equipment (DVD players and cable/satellite/digital receivers).

3 Accidental breakage, in the Home, of:

- Fixed glass in furniture (but not glass in pictures or clocks)
- Glass shelves
- Glass tops to furniture
- Fixed glass in mirrors
- Ceramic hobs in freestanding cookers and ceramic tops in freestanding cookers

What Is Not Insured

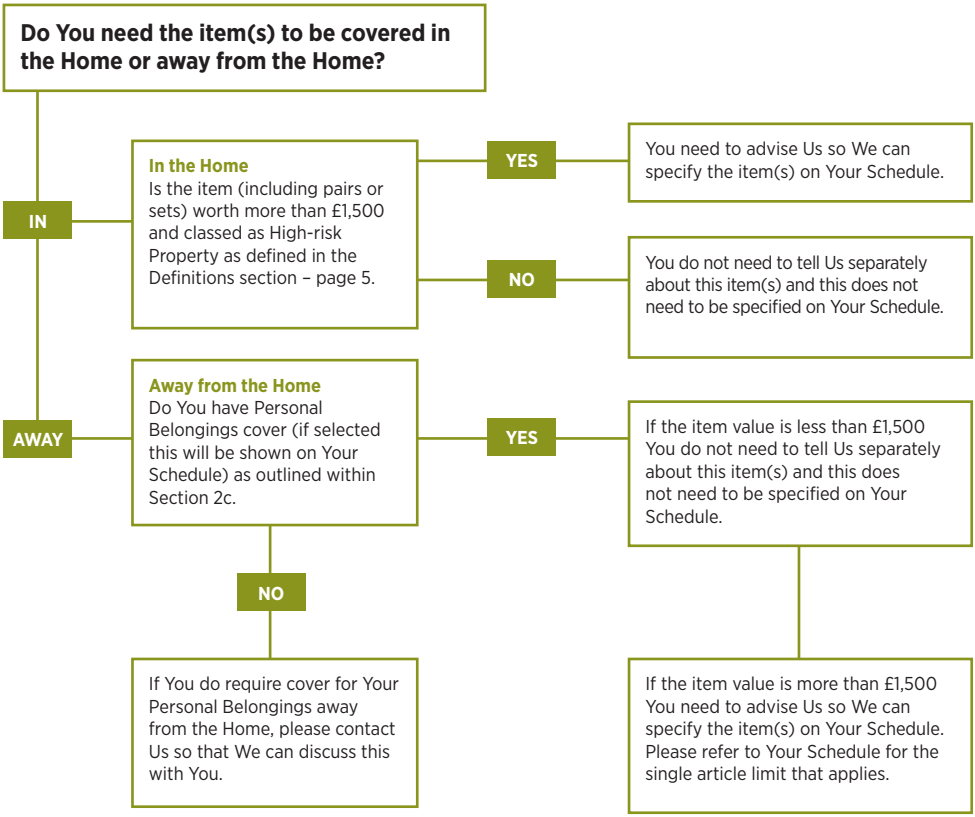
NOTE: Please read this section together with the General Exceptions section on pages 34-35.

- The Excess as stated in the Contents section of Your Schedule
- Any risk already covered under the Contents section
- Anything listed as not covered under the Contents section
- Damage to clothing, including furs
- Damage to contact or corneal lenses
- Loss or damage when the Home is Unoccupied or Unfurnished
- Damage that happens when the Home or any part of it is, let or sublet to or occupied by someone who is not a member of Your Family
- Damage caused by lodgers, paying guests or tenants
- Damage to food, drink and plants
- Loss or damage caused by rain or water entering the Home as a result of faulty workmanship, poor maintenance or wear and tear
- Damage to Personal Computers or Personal Computer equipment by:
  - Erasure or distortion of data
  - Accidental erasure or mislaying or misfiling of documents or records
  - viruses
- Loss arising from the cost of remaking any film, disc or tape, or the value of any information contained on it
- Damage to records, compact discs, Computer disks, cassettes or equipment, video recording equipment, tapes and DVD's
- Contamination
- Damage caused by scratching and denting

A guide to High-risk Property

Some items of Your property may be defined as "high-risk" by insurers. An example might be a piece of jewellery. Proof of purchase of such items is often requested so keeping receipts is a good idea.

So, it is important to understand when an item or items classed as High-risk Property needs to be specified separately on Your Schedule to ensure You have adequate cover for the item(s). This quick guide will help You decide if an item or items should be specified on Your Schedule. If You are in any doubt please contact Us.



Please note:
The Insurer may ask for a valuation or purchase receipt in the event of a claim for any items valued over £1,500.

High-risk Property

The cover in this section only applies when shown on Your Schedule.

This additional, optional cover insures Your High-risk Property with a value exceeding £1,500 and which You have specified separately. All items which You have requested to be insured are shown on Your Schedule.

The most The Insurer will pay for any one claim is the amount shown on Your Schedule.

If the value of the item at the time of the loss or damage is more than the amount shown on Your Schedule, The Insurer will pay only the proportionate part of the claim. (For example, if the sum insured is 30% of the actual value, The Insurer will pay only 30% of the sum insured.)

What Is Insured

1 Loss of or damage to Your and Your Family's High-risk Property (that is individually listed on Your Schedule) is covered either:

- In the Home only, or
- In and away from the Home, if agreed and shown on Your Schedule

Cover for items away from the Home is provided within The European Area (up to 60 days in any Period of Insurance is provided for anywhere else in the world).

If You make a claim, You will need to provide a professional valuation and receipt or proof of purchase pre-dating the loss as evidence of value and ownership.

What Is Not Insured

NOTE: Please read this section together with the General Exceptions section on pages 34-35.

- The Excess as stated in the Contents section of Your Schedule
- Breakage of sports equipment when it is being used
- Breakage of reeds, strings or drum skins of musical instruments
- Items used for Business purposes
- The Insurer will not pay any amount for theft from Motor Vehicles left by the owner or current driver unless the item or any bag, box or other form of wrapping containing it is hidden from view and all access points to the vehicle are securely locked
- Any property which You or a member of Your Family normally keep away from the Home
- Any claim for loss or theft not reported the loss or theft to the local police within 7 days of discovering it

Personal belongings cover

The cover in this section only applies if shown on Your Schedule.

This additional, optional cover insures Your Personal Belongings when You take them out of the Home. Any items with a value of more than £1,500 must be specified separately.

The most The Insurer will pay for any one claim is the amount shown on Your Schedule.

What Is Insured

Loss of or damage to Your or Your Family's Personal Belongings and Money anywhere in the world for up to 60 days in any Period of Insurance.

The most The Insurer will pay for any one claim for Money is £250.

What Is Not Insured

NOTE: Please read this section together with the General Exceptions on pages 34-35.

- The Excess as stated in the Contents section of Your Schedule
- Any item that would cost more than the single item Maximum Claim Limit as stated in this section of the Schedule to replace (a pair or set of items is regarded as a single item, a bag of golf clubs, whether or not by the same manufacturer, is regarded as a set)
- The Insurer will not pay any amount for theft from Motor Vehicles left by the owner or current driver unless the item or any bag, box or other form of wrapping containing it is hidden from view and all access points to the Motor Vehicle are securely locked and there is evidence that force and violence took place
- Pedal cycles and their accessories
- Furniture, household goods, equipment, stock or provisions and Business goods
- Trees, shrubs or plants
- Motor Vehicles and Craft, trailers, caravans, boats or their accessories or associated equipment belonging to any of these
- Camping equipment
- Records, compact discs, Personal Computer discs, cassettes, tapes
- Document and securities, stocks, bonds and shares
- China or glass (except spectacles)
- Contact or corneal lenses
- Animals
- Items used for Business purposes
- Loss or theft You do not report to the police within 7 days of discovering the loss
- Breakage of sports equipment when it is being used
- Breakage of reeds, strings or drum skins of musical instruments

What Is Not Insured

- Damage excluded elsewhere in the policy
- Loss or damage arising from the cost of remaking any film, disc or tape or the value of any information contained on it
- Loss or damage to items not in the care, custody or control of You or Your Family or an authorised person
- Loss or damage caused by theft or attempted theft from an unlocked hotel room
- Loss or damage to documents
- Loss or damage to items where that item 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
- Damage to Personal Computers or Personal Computer equipment by:
    i. Erasure or distortion of data
    ii Accidental erasure or mislaying or misfiling of documents or records
    iii. Viruses
    iv. Contamination
- If any injury, loss, damage or liability is covered by any other insurance then The Insurer will not pay more than Their share
- Loss or damage to lottery tickets and raffle tickets
- Any property which You or a member of Your Family normally keep away from the Home
- Theft by deception, unless deception is used only as a way to get into the Home

Pedal cycles

This cover is optional and only applies if shown on Your Schedule.

The most The Insurer will pay for pedal cycles is the amount shown against each item on Your Schedule.

If the value of the items at the time of the loss or damage is more than the amount shown on Your Schedule, The Insurer will pay only the proportionate part of the claim (for example, if the sum insured is 70% of the actual value, The Insurer will pay only 70% of the cost of replacement or repair).

What Is Insured

1 Accidental loss or damage.

Your and Your Family's pedal cycles including Electrically/battery assisted cycles (listed on Your Schedule) are covered in the United Kingdom, the Isle of Man or the Channel Islands.

Cover outside the United Kingdom, Isle of Man or the Channel Islands may be available upon request.

The most The Insurer will pay for any one claim is £1,000.

The most The Insurer will pay for any one pedal cycle is £350.

What Is Not Insured

NOTE: Please read this section together with the General Exceptions on pages 34-35.

- The Excess as stated in the Contents section of Your Schedule
- Loss or damage to motorised pedal cycles
- Pedal cycles being used for racing, pacemaking or testing of any kind or while practising for any of them
- Theft or attempted theft of a pedal cycle when left in a public place without being secured by a chain and padlock or other equivalent lock, as agreed by Us and The Insurer in writing, to a permanent structure or Motor Vehicle
- Cuts or bursts to tyres
- Loss of or damage to accessories or parts of pedal cycles unless the pedal cycle is stolen or damaged at the same time
- The cycle being confiscated or detained
- Cycles used for Business purposes
- Depreciation in value or other loss, damage or additional expense following on from the event for which You are claiming e.g. costs incurred in preparing the claim or loss of earnings following Your bodily injury or illness

Liability

Who Is Insured

The cover applies to You and Your Family (or Your personal representatives if You die), for Your liability.

Please note – The level of liability insurance You have is dependent on the combination of Buildings and Contents cover You have selected. Please refer to Your Schedule for the level of cover applicable to You.

For the purposes of this section, injury includes death, disease and illness.

		Buildings	Contents
Occupier's Liability	**£2,000,000**	✗	✓
Defective Premises	**£2,000,000**	✓	✗
Domestic Employees	**£5,000,000**	✗	✓
Property Owner's Liability	**£2,000,000**	✓	✗
Unpaid Damages	**£250,000**	✗	✓
Tenant's Liability	**£5,000**	✗	✓

What Is Insured

1 Occupier's liability.

The legal liability of You:

- As occupier of the Home and its land
- As an individual to pay damages and costs to others which arise from any single event occurring during the Period of Insurance which results in:
  - Accidental death, disease, illness or
  - Accidental physical injury to anyone
  - Accidental damage to physical property

The Insurer will also pay other costs and expenses They agree to in writing.

2 Property owner's liability.

The legal liability of You:

- As owner of Your Buildings and land belonging to the Home to pay damages and costs to others which arise from any single event during the Period of Insurance which results in:
  - Accidental death, disease, illness or
  - Accidental physical injury to anyone
  - Accidental damage to physical property

The Insurer will also pay other costs and expenses They agree to in writing.

What Is Not Insured

NOTE: Please read this section together with the General Exceptions on pages 34-35.

The Excess as stated in this section of Your Schedule

The following are relevant to 1, 2, 3, 4, and 5

The Insurer will not pay for any of the following claims:

- Injury to You or a member of Your Family
- You or a member of Your Family die
- Injury to anyone who is employed by You or any member of Your Family under a contract of service or apprenticeship and who is injured during the course of their employment. This exclusion does not apply under (5) Liability for domestic employees
- Damage to property which is owned, leased, let, rented, hired, lent or entrusted to You or any member of Your Family
- Injury or damage arising from You or any member of Your Family owning or using:
  - Motor Vehicle and Craft
  - Aircraft (including model aircraft.)
  - Electrically/battery assisted pedal cycle with a speed capacity exceeding 15.5 mph
  - Electrically/battery assisted pedal cycle which is being ridden by anyone under the age of 14 years
  - Firearms, except sporting guns used for sporting purposes
- The Insurer will not pay for Injury or damage arising from:
  - Owning, possessing or using a dangerous dog of one of the following breeds: Pit Bull Terrier, Japanese Tosa, Dogo Argentino, Fila Brasileiro and cross breeds of these with any other breed

What Is Insured

3 Defective premises cover.

The Insurer will insure You against Your legal liability to pay damages and expenses for Accidental bodily injury to any person or damage to property caused by faulty work on any private Home (within the United Kingdom, Isle of Man or Channel Islands) which You sold or moved out of before the injury or damage occurred. This defective premises insurance continues for 7 years from the date when this policy ends or is cancelled. The insurance will not apply if the policy is declared invalid or Your liability is covered by a more recent policy.

4 Unpaid damages.

The Insurer will pay the unpaid amount of any award made in Your favour for compensation for bodily injury or damage to property. This compensation must have been awarded by a court in the United Kingdom, Isle of Man or Channel Islands. The Insurer will pay the amount if:

- You have not received full payment within 6 months of the date of the award unless;
  - Payment has been agreed by instalments
  - The bodily injury or damage occurred in the United Kingdom, Isle of Man or Channel Islands
  - You would have had a valid claim under items 1 or 2 of this section of the policy if the award had been made against You
  - There is not going to be an appeal
  - After The Insurer has made a payment, The Insurer may enforce Your rights against the person who should have made the payment (in this case The Insurer will keep any amounts The Insurer gets back)

5 Liability for domestic employees.

The Insurer will insure You against Your legal liability to pay damages, costs and expenses for Accidental bodily injury which happens to any of Your domestic employees during the course of their work during the Period of Insurance.

The Insurer will also pay other costs and expenses They agree to in writing.

Cover applies in the United Kingdom, Isle of Man, Channel Islands or anywhere else in the world for periods up to 60 days in any one Period of Insurance.

What Is Not Insured

or any other dogs of a type specified under section 1 of the Dangerous Dogs Act 1991or any later amendments to that act, or in the Dangerous Dogs (Northern Ireland) Order 1991 or any later amendments to that act;

or

- Any lift (other than a stair lift) You own or You are responsible for maintaining
- Watercraft, except hand or propelled craft under 5 metres in length, sailboards or surfboards
- The use of horses for racing, steeple chasing or hunting

- Injury or damage arising from hunting or from racing of any kind, except on foot
- Injury or damage arising from:
  - Any wilful or malicious act
  - Your Business
  - The transmission of any contagious disease or virus
  - Owning, possessing or using Motor Vehicles and Craft
  - Owning, possessing or using caravans
- Injury or damage arising from You owning or occupying any premises or land except:
  - If Buildings are insured under this contract of insurance, You owning the Buildings and their land
  - If Contents are insured under this contract of insurance, You occupying the Home and its land
- Any injury arising from an illness or disease You pass onto someone else
- Any liability You have under a contract, unless You would have had that liability without the contract. Loss or corruption of data directly or indirectly caused by the failure or malfunction of electronic equipment belonging to You or under Your charge or control
- Any action for damages brought in a court outside the United Kingdom, Isle of Man or Channel Islands
- Rectifying any fault or alleged fault

What Is Insured

The contract of service must have been entered into in the United Kingdom, the Isle of Man or Channel Islands.

6 Tenant's liability .

The Insurer will insure You against Your legal liability for:

- Damage to the structure of the Home, or to the landlord's fixtures, fittings and interior decorations, caused by the risks covered under the Contents section (unless the Home is Unoccupied or Unfurnished)
- The cost of repairing Accidental damage to the fabric of the cables, underground pipes and drains (and their inspection covers) which serve the Home
- Accidental breakage of fixed glass in windows, doors, fanlights, skylights, greenhouses, conservatories and verandas
- Accidental breakage of fixed sanitary fittings and bathroom fittings

What Is Not Insured

The Insurer will not pay for any claims under 6 (Tenants Liability) for the following:

- Loss or damage to gates, hedges and fences
- Loss or damage excluded under Contents in the Home
- Loss or damage that happens while the Home has been left Unoccupied
- Loss or damage caused by building work which involves alterations, renovations, extensions or repairs
- Damage to cables and underground pipes due to a fault or limit of design, manufacture, construction or installation

Cancelling the policy

Cancellation rights within 14 days
You have a statutory right to cancel Your policy within 14 days (cooling off period) from the start date or renewal of the policy or from the day on which You receive Your policy or renewal documentation, whichever is later. We will refund the premium, less a proportionate amount for the time You have been on cover. If You have received payment for, are in the process of making a claim or have suffered a loss for which You are intending to make a claim during the period You have been on cover, We will not refund any premium to You.

Cancellation rights after 14 days
Following the expiry of Your statutory cooling off period, You may cancel Your policy at any time by telling Us, either in writing or by telephone. As long as You have not received payment for, or are not in the process of making a claim and have not suffered a loss for which You are intending to make a claim during the period You have been on cover, We will keep an amount of premium in proportion to the time You have been on cover plus a cancellation charge and refund the rest to You.

If You have received payment for or are in the process of making a claim (regardless of the date of cancellation), and if You pay by instalments, You will either have to continue with the instalments, until the policy renewal date or pay the balance of outstanding premium for the remainder of the Period of Insurance.

Cancellation by Us or The Insurer
We, or The Insurer, may cancel this insurance by giving You twenty one days' notice in writing to Your last known address if there is a good reason for doing so. Some examples are:

- If You do not pay Your premium, premium deposit or any instalment payment on or before the due date
- If You or anyone else covered by this insurance has not met all the terms and conditions of this policy
- If a change in Your circumstances means cover can no longer be provided by The Insurer
- Where misrepresentation or fraud has been identified or any attempt to gain an advantage under this insurance to which You are not entitled
- If You harass or show abusive or threatening behaviour towards Our or The Insurers staff
- You behave in a manner that makes it inappropriate for Us or The Insurer to continue Your insurance
- If You do not provide documents requested to help validate Your details

Your premium will be refunded, less a pro-rata charge for the number of days for which cover has been given and a charge of £30 for cancellation costs. All refunds will be inclusive of Insurance Premium Tax where applicable.

No refund in premium will be given if fraud is identified.

Non-payment of premiums
If You choose to pay through Our monthly instalment scheme and fail to make a payment when due, We will notify You and attempt to re-collect the payment. If this is unsuccessful, We will consider this to be notice that You wish to cancel Your policy and will cancel Your policy by giving You 21 days written notice to Your last known address. Where a claim has been notified, You must continue with the instalment payments throughout the remaining Period of Insurance or settle the premium in full.

We or The Insurer may, at Our or Their option, deduct any outstanding instalments from any claim settlement.

How to make a complaint

We are committed to delivering the highest standards of customer care and **We** have procedures in place to investigate complaints.

If **You** are unhappy with any element of **Our** service concerning the sale and administration of **Your** policy, please contact:

Customer Operations Manager
Gallagher
3rd Floor, 100 Holdenhurst Road
Bournemouth
Dorset
BH8 8AQ

Telephone: 0800 519 0746
E-mail: gallagherhomecustomerservices@ajg.com

If **We** are unable to resolve the complaint within 3 working days, **Your** complaint will be passed to **Our** central complaints team

If **You** are unhappy with the handling of **Your** claim, please refer to "policy Underwriters" on **Your Schedule** of insurance for the details of the relevant insurer to contact.

If **Your** insurer is a member of Lloyd's (refer to **Your** policy **Schedule**). **You** can contact Lloyd's if **You** are unhappy with their final response to **Your** complaint, or at any other time, at:

Complaints,
Lloyd's,
Fidentia House,
Walter Burke Way,
Chatham Maritime, Chatham,
Kent, ME4 4RN

Telephone: 020 7327 5693
Fax: 020 7327 5225
E-mail: Complaints@Lloyds.com
www.lloyds.com/complaints

If **You** are unhappy with the final response to **Your** complaint received from Gallagher, Lloyd's or any Insurer who is not a member of Lloyd's **You** can contact:

The Financial Ombudsman Service Exchange
Tower London
E14 9SR

Telephone: 0800 023 4567
E-mail: complaint.info@financialombudsman.org.uk

The Financial Ombudsman Service is a free and impartial service and will not affect Your **legal rights.**

Please note You **have 6 months from the date of** Our **or** the Insurer's **final response in which to refer** Your **complaint to the Financial Ombudsman Service**

Please quote the policy number shown on Your Schedule **in all communications.**

General exceptions

Sections 1 – 3 inclusive (unless stated otherwise) of this policy is subject to the general exceptions as listed below.

The policy does not cover loss, damage, injury or legal liability directly or indirectly caused by or contributed to by any of the following:

1 The policy does not cover:

- Riot or civil disturbance outside the United Kingdom, the Isle of Man or Channel Islands
- Riot, civil disturbance, strikes, industrial action or malicious acts committed in Northern Ireland by people acting on behalf of or in connection with any political organisation
- Pressure waves caused by aircraft and other flying devices travelling at sonic or supersonic speeds
- Ionising radiation or radioactive contamination from any nuclear fuel or nuclear waste arising from burning nuclear fuel
- The radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment
- Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, (including any action taken in controlling, preventing, supressing or in any way relating to) whether or not such consequence has been contributed to by any other cause or event:
  - War, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power
- Any consequence whatsoever which is directly or indirectly caused by (including any action taken in controlling, preventing, supressing or in any way relating to) nuclear and/or chemical and/or biological and/or radiological means, or anything connected with those means, and which is the direct or indirect result of Terrorism, or anything connected with Terrorism, whether or not such consequence has been contributed to by any other cause or event. Terrorism is defined as any act or acts including, but not limited to; the use or threat of force and/or violence and/or harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes including, but not limited to, the intention to influence any government and/or to put the public or any section of the public in fear, or is claimed to be caused or occasioned in whole or in part for such purposes
- Pollution or contamination unless it is:
  - The result of leakage of oil from a domestic installation at the Home
  - 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 within the boundary of the Home and is reported to The Insurer not later than 30 days from the end of the Period of Insurance in which case all such pollution and/or contamination arising from such Accident shall be deemed to have happened at the time of such Accident
- Any kind of indirect loss (that is any loss which happens as a result of, or is a side effect of, the peril/s for which You are insured)

2 The Insurer will not pay for:

- Any legal liability of whatever nature directly or indirectly caused by or contributed to or arising from:
  - Computer viruses, erasure or corruption of electronic data

  For the purposes of this exclusion "computer virus" means a corrupting instruction from an unauthorised source that propagates itself via a computer system or network
- Loss of value and depreciation resulting from the repair or replacement of lost or damaged property
- Loss or damage caused by wilful deliberate acts by You or any member of Your Family
- Damage caused by something You or Your Family do deliberately
- Loss or damage caused by mechanical, electrical or electronic fault or breakdown
- Loss or damage caused by domestic pets as a result of biting, chewing, scratching or fouling
- Damage from wear and tear or gradual deterioration or depreciation
- Damage arising from defective design, defective materials or faulty workmanship

- Damage caused by animals, Vermin, parasites, wet rot, dry rot, fungus, atmospheric conditions or light
- Any costs arising from the normal use, maintenance and upkeep of Your Buildings and its Contents
- Damage caused by cleaning, washing, dyeing, restoring, reproofing, adjusting, maintaining, repairing, dismantling or misusing the item
- Existing damage - any loss, damage, injury or Accident occurring before cover commences
- Any damages and costs awarded against You in any court outside the UK, the Isle of Man or the Channel Islands
- Any loss or damage caused by:
  - Customs, police or other officials
  - An order of any court of law
  - Any statutory or regulatory authority confiscating an item

Policy conditions

The cover set out in this Policy Wording, unless stated otherwise on Your Schedule, is subject to the policy conditions listed below:

1 Changes to the policy

The Insurer may make changes or add to these policy terms and to change the premiums applicable for any of the following reasons:

- Legal or Regulatory reasons
- To reflect new industry guidance and codes of practice
- To reflect legitimate cost increases or reductions associated with providing this policy

You will be informed in writing at least 30 days before The Insurer makes any changes. You will then have the option to continue with, or to cancel, the policy. If You request to cancel the policy, Your request will be effective either from the date We receive Your letter or a phone call from You or from any later date You give to Us.

2 Administration fee

There may be a number of different changes that will incur an administration fee as well as an additional premium, such as a change to Your policy, Your details or requesting duplicate documentation. An administration fee may still apply even though an amendment results in a return of premium to You.

For multiple changes the highest charge will apply. Please refer to the Important Information document for details of all administration fees. If You have any queries, please contact Us.

3 Precautions

You must take care:

- To keep the Home in a good state of repair
- To avoid or limit any loss, damage, Accident or injury

4 Fraudulent claims

Throughout Your dealings with The Insurer, They will expect You, or anyone acting for You to act honestly. If You or anyone acting for You:

- Makes a fraudulent payment by bank account and/or card
- Deliberately misleads Us or The Insurer to obtain cover, gain a cheaper premium or more favourable terms
- Knowingly provides misleading or incorrect information to any of the questions asked when applying for, amending or renewing this insurance
- Knowingly makes a fraudulent or exaggerated claim under the policy
- Knowingly makes a false statement in support of a claim
- Submits a knowingly false or forged document in support of a claim
- Makes a claim for any loss or damage caused by Your or Your Family's wilful act or caused with Your agreement, knowledge or collusion

Then, The Insurer may:

- Prosecute fraudulent claimants
- Make the policy void from the date of the fraudulent act
- Not pay the claim, or reduce the amount of payment made
- The Insurer may not pay any other claim which has been or will be made under the policy
- Cancel Your cover without any refund of premium
- Inform the police or military authorities (if applicable), other financial organisations and anti-fraud databases such as CIFAS (Credit Industry Fraud Avoidance System), IFR (Insurance Fraud Register) and CUE (Claims and Underwriting Exchange) of the circumstances

5 How Your data is used

Gallagher is a brand name of the Arthur J. Gallagher Group of companies. We 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, reinsurers, other brokers, 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 notice at https://www.ajg.com/uk/brokerage-privacy-policy. 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.

6 Full value

The value of Your Contents

You must notify Us if the full replacement value of Your Contents exceeds the amount shown on Your Schedule.

If the amount shown on Your Schedule represents less than 100% of the full replacement value of Your Contents, The Insurer will only be able to settle claims at the percentage You are insured for. For example, if the value of Your Contents shown on Your Schedule only represents 70% of the full replacement value then The Insurer will not pay more than 70% of Your claim.

The full replacement value of Your Contents means the current cost to replace Your Contents as new.

If the full replacement value of Your Contents exceeds the amount shown on Your Schedule the cover under the policy will no longer meet Your needs.

The value of Your Buildings

You must notify Us if the full rebuilding cost, including costs for architects fee and clearance of land for Your Buildings exceeds the amount shown on Your Schedule.

If the amount shown on Your Schedule represents less than 100% of the full rebuilding cost of Your Buildings, The Insurer will only be able to settle claims at the percentage You are insured for. For example, if the value of Your Buildings shown on Your Schedule only represents 70% of the full rebuilding cost then The Insurer will not pay more than 70% of Your claim.

The full rebuilding cost of Your Buildings means the cost of rebuilding if the Buildings were completely destroyed. This is not necessarily the market value.

If the full rebuilding cost of Your Buildings exceeds the amount shown on Your Schedule the cover under the policy will no longer meet Your needs.

7 Large print, audio and braille

This policy and other associated documentation are also available in large print, audio and Braille. If You require any of these formats, please contact Us.

8 Let, lent or sub-let properties

If the property is let, lent or sub-let and cover has been agreed on this basis, You must:

- Tell Us if there is a break in the tenancy agreement of more than 30 days
- Tell Us if the type of tenant changes from that noted on Your Schedule
- Comply with any local authority regulations or statutory conditions regarding the letting of the property
- Ensure that all gas appliances fitted at the property are serviced by a GAS Safe Register registered individual within 15 days of the start of the insurance or not more than 12 months from the date they were last serviced, whichever is sooner
- Comply with the Electrical Equipment (Safety) Regulations 1994
- Comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 (as amended in 1993)
- Ensure there is a tenancy agreement of 6 months or more remaining on the existing tenancy agreement or the property must have been occupied for 12 months or more by the same tenant(s) with no gap between the tenancy agreements, along with a suitable tenant reference

If these conditions cannot be met, this may affect any claim You might make and this policy may become invalid.

9 Guaranteed repairs

In the event of a claim and provided You use one of The Insurer's approved repairers, Their approved repairer will offer a guarantee on the repairs. This would normally be a 12 month guarantee but each case would be reviewed individually.

The Insurer will guarantee repairs directly if Their approved repairer goes out of business.

10 Contractual right of renewal

If You pay Your premium using the third party Direct Debit instalment scheme (or any other scheme offered by Us, at Our discretion) whether annually or monthly, We will have the right (which We may not use) to automatically renew the policy each year and continue to collect premiums using this method. We may use previous bank or card details provided to Us by You in order to facilitate this approach. By providing these details, You consent to their use in this manner. We may vary the terms and conditions of the policy (including the premium) at renewal. This includes the period from when We have issued renewal paperwork, which is before Your renewal date. For example if there is a change in Your circumstances after We have issued Your renewal paperwork (please refer to Important Information section) that We are subsequently made aware of, or You have submitted a claim in this period, but Your policy has not renewed yet, this may result in the terms or conditions of Your policy being amended, the renewal invitation being withdrawn or potentially an additional premium being charged. This includes where You have already paid Your premium before Your renewal date. If You decide that You do not want Us to renew the policy, as long as You tell Us before the next renewal date, We will not renew it. Depending on when You tell Us, Your payment could still be taken if it is close to the renewal date. Any monies taken will be refunded. Our right to renew the policy does not affect Your cancellation rights shown on page 32 of this Policy Wording.

11 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.

12 Third party Direct Debit scheme - Premium Credit Limited (PCL)

We work with a separate company called Premium Credit Limited (PCL), which provides monthly instalment payment facilities. This means that We will introduce You to PCL and You will have a separate credit arrangement with them. As part of this introduction We will need to send information to PCL including Your bank/building society account details in order for PCL to make a credit decision about You, set up Your credit agreement and Direct Debit. Please note that PCL has its own set of terms and conditions and charges and You should familiarise Yourself with these by reading the PCL documentation carefully.

- When PCL process Your introduction, You will receive a welcome pack which includes a credit agreement between Yourself and PCL which You will need to sign and return to PCL. Failure to return the credit agreement within the required timescale as stated in their welcome pack will result in an administration charge of £10.00. PCL's welcome pack will confirm Your payment schedule. You have the right to cancel this instruction and details of such cancellation rights will be contained in the documentation issued by PCL. PCL will collect Your Direct Debits
- In accordance with the terms of any such credit scheme, **We** may instruct **The insurer** or act on behalf of **The insurer** to cancel **Your** policy if you are in default under the credit scheme and that any return premium or other payment due from **The insurer** may be applied to discharge **Your** liability under the credit scheme without further reference to **You**.
- If as the result of an adjustment to Your policy, there is an additional or return premium due, Your remaining instalments will automatically be adjusted.
- The Arthur J Gallagher Group of companies may receive a commission payment in respect of this introduction to PCL.

General information

The law and language that is applicable to this insurance
You can choose the law which applies to this policy. Unless agreed differently with You in writing, the laws of England and Wales apply to this policy. The language for contractual terms and communication will be English.

Financial Services Compensation Scheme
The Insurer is covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if The Insurer is unable to meet Their obligations. Your entitlement to compensation will depend on the circumstances of the claim and certain eligibility criteria.

Further information about the compensation scheme arrangements are available at:

Financial Services Compensation Scheme
PO Box 300
Mitcheldean
GL17 1DY

Telephone: 0800 678 1100
Fax: 020 7892 7301
www.fscs.org.uk

Online Dispute Resolution Platform
The European Commission has established an Online Dispute Resolution Platform (ODR Platform) http://ec.europa.eu/consumers/odr/index_en.htm that is specifically designed to help EU consumers who have bought goods or services online from a trader based elsewhere in the EU and subsequently has a problem with that online purchase.

Garden & Fence Cover

This section only applies if it is shown on Your Schedule. Garden & Fence cover is underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE.

Garden & Fence cover is a contract between You and The insurer. It will assist You in a situation that has caused damage to Your garden's boundaries, trees, shrubs and plants which are situated outside but within the boundaries of the Home.

How to make a claim
As soon as You have a Garden & Fence problem that You may require assistance with under this insurance, You should telephone the UK General Insurance claims line on 0344 893 1022 or email: specialistclaims@directgroup.co.uk

The Most The insurer Will Pay
The maximum amount The insurer will pay for all claims in any Period of Insurance is the amount shown on Your Insurance Product Information Document (IPID).

Please refer to Your policy Schedule for details of Your Period of Insurance.

Definitions

Where the following words appear they have these special meanings. The definitions contained here should be read in conjunction with those that apply to the whole policy. For the purposes of this section of the policy, if a term is defined in this section and elsewhere in the policy, the definition in this section will be used.

Accident or Accidental
A single and sudden unexpected event resulting in physical damage.

Building
The Home shown on Your Schedule as well as fixtures and fittings, garden walls, gates, hedges, fences, paths, drives, patios, permanent hot tubs, jacuzzis or spas, permanent swimming pools built of brick, stone or concrete, Outbuildings, and hard tennis courts.

Excess
The amount You must pay as the first part of each and every claim.

Family
The person You are married to or domestic partner, children, foster children and any other person who permanently lives with You at the Home, other than lodgers and any other paying guests.

Heave
The upward or sideways movement of the site on which Your Buildings are situated caused by swelling of the ground.

Home
The property described on Your Schedule, landlord's fixtures and fittings which You are responsible for and the property's Outbuildings at the same address You use only for domestic purposes. Unless We and The insurer agrees otherwise, the main building of Your property must be made of brick, stone or concrete and with a slate, tile or concrete roof as stated on the Schedule.

Landslip
Sudden movement of soil on a slope or gradual creep of soil on a slope over a period of time.

Period of Insurance
The length of time covered by this insurance (as shown on Your Schedule).

Vermin
Rats, mice, squirrels, birds, foxes, bees, wasps, hornets and other insects.

You, Your
The person or people shown on Your Schedule as the 'Insured Person'.

The Insurer agrees to provide the insurance described in this section, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations of set out in this section.

Section 4

What Is Insured

Walls, gates, fences, hedges, patios, lawns, trees, shrubs, plants and trellis which You own which are outside the Building but within the boundaries of the Home.

Loss or damage caused by:

- Theft
- Fire, lightning or explosion
- Storm or flood
- Malicious damage
- Accidental damage caused by any person other than You or Your Family
- Wild animals
- Television aerials, dishes and masonry falling from the Building; and
- Branches falling from trees

What Is Not Insured

- The first £50 of each and every claim
- Any amount over the amount shown on Your Insurance Product Information Document (IPID)
- Damage to or loss of any items covered by any other insurance
- Malicious damage caused by You or Your Family, or by a person lawfully allowed to be in the Home
- Damage caused by domestic animals, birds or pets
- Damage caused by frost
- Damage caused by Subsidence, Landslip or Heave
- Damage caused by smoke or bonfires
- Damage from light or atmospheric or climatic conditions
- Damage caused by insects, Vermin, rot, mildew, fungus or poisoning
- Indirect loss of any kind (that is any loss which happens as a result of, or as a side effect of, the main thing for which You are insured)
- Loss or damage caused in connection with
- Your trade, Business or profession
- Property being confiscated or destroyed by any government, public or local authority.
- Liability of any kind
- Damage to or loss of any items not maintained in a good state of repair
- Damage to or loss of any items due to faulty workmanship or design

Garden & Fence Cover is underwritten by UK General Insurance Ltd on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 310101. You can check our details on the Financial Services Register https://register.fca.org.uk/.

Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Firm Reference No. 769884. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

UK General Insurance Ltd Privacy Notice
For more information on how UK General Insurance Ltd use your personal data, you can find a copy of their Privacy Notice at http://ukgeneral.com/privacy-notice. Alternatively, you can request a printed version by contacting them via dataprotection@ukgeneral.co.uk or by writing to: Data Protection, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ

Great Lakes Insurance SE Information Notice
Personal Data provided in connection with this policy will be used and processed in line with the Information Notice. A copy of this is available at https://www.munichre.com/en/service/privacy-statement/index.html.

Personal Legal Cover (including Identity theft)

This only applies if it is shown on Your Schedule. For this section the contract of insurance is between You and Arc Legal Assistance Limited.

To make sure You get the most from Your cover, please take time to read this document, which explains the contract between You and Arc Legal Assistance Limited.

How to make a claim
As soon as You have a legal problem that You may require assistance with under this insurance, You should telephone the Arc Legal Assistance claims line on 0344 7 701 093.

You may be required to complete and submit a claim form online by visiting www.arclegal.co.uk/ informationcentre.

Alternatively they will send a claim form to You. If Your problem is not covered under this insurance, the claims line may be able to offer You assistance under a private funding arrangement.

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

Definitions

Where the following words appear they have these special meanings. The definitions contained here should be read in conjunction with those that apply to the whole policy. For the purposes of this section of the policy, if a term is defined in this section and elsewhere in the policy, the definition in this section will be used.

Adviser
Our specialist panel solicitors or accountants or their agents appointed by Us to act for You, or, and subject to Our agreement, where it is necessary to start court proceedings or a Conflict of Interest arises, another legal representative nominated by You.

Adverse Costs
Third party legal costs awarded against You which shall be paid on the standard basis of assessment provided that these costs arise after written acceptance of a claim.

Advisers' Costs
Legal or accountancy fees and disbursements incurred by the Adviser.

Conditional Fee Agreement
An agreement between You and the Adviser or between Us and the Adviser which sets out the terms under which the Adviser will charge You or Us for their own fees.

Conflict of Interest
There is a Conflict of Interest if We administer and/or arrange legal expenses insurance on behalf of any other party in dispute which is the subject of a claim under this insurance.

Costs
Standard Advisers' Costs and Adverse Costs.

Disclosure Breach
Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.

HM Revenue and Customs Full Enquiry
An extensive examination by HM Revenue & Customs under Section 9A of the Taxes Management Act 1970 into all aspects of Your PAYE income or gains.

Identity Theft
A person or group of persons knowingly using a means of identification belonging to You without Your knowledge or permission with intent to commit or assist another to commit an illegal act.

Insured Incident
The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one Insured Incident shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.

In a claim arising from Identity Theft the Insured Incident is a single act or the start of a series of single acts against You by one person or group of people.

In a claim arising from an HM Revenue and Customs Full Enquiry, the Insured Incident shall be deemed to be the date H M Revenue and Customs issue a formal notice to You notifying of a full enquiry into Your non-business affairs.

Insured Period
One year from the inception or renewal date shown on Your insurance schedule.

Insurer
AmTrust Europe Limited

Legal Action(s)
The pursuit or defence of civil legal cases for damages and/or injunctions and specific performance.

Legal Helpline
The service provided by Our panel solicitors on Our behalf which enables You to obtain advice on any matter which may give rise to a claim under this insurance.

Maximum Amount Payable
The maximum payable in respect of an Insured Incident is £50,000.

Prospects of Success
There must be more than a 50% chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves Your interests. The assessment of Your claim and the prospects of its success will be carried out by an independent Adviser. If the Adviser determines that there is not more than a 50% chance of success then We may decline or discontinue support for Your case.

Small Claims Track
This is the name given to the court process through which claims for compensation up to a certain limit are pursued. These values are set by the Government and change from time to time. For details of the current limit please contact the Legal Helpline.

Standard Advisers' Costs
The level of Advisers' Costs that would normally be incurred in using a specialist panel solicitor or their agents.

Territorial Limits
Sections 1 – 4: The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey. Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

All other Sections: The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

We / Us / Our
Arc Legal Assistance Limited.

You / Your / Yourself
Any person who has paid the premium, or on whose behalf the premium has been paid and been declared to Us by Your insurance advisor and is permanently resident at the property covered under the household insurance to which this cover attaches. Cover also applies to Your family members resident with You. If You die Your personal representatives will be covered to pursue or defend cases covered by this insurance on Your behalf that arose prior to or out of Your death.

What the Insurer will pay
The Insurer will pay an Appointed Representative, on behalf of the Insured Person, Costs and Expenses incurred following an insured Incident, provided that:

The Insured Incident takes place in the Insured Period and within the Territorial Limits

and

The Legal Action takes place within the Territorial Limits.

This insurance does not provide cover where something You do or fail to do prejudices Your position or the position of the Insurer in connection with the Legal Action.

What the Insurer will not pay
In the event of a claim, if the Insured Person decides not to use the services of a preferred law firm, the Insured Person will be responsible for any costs that fall outside the standard terms of appointment and these will not be paid by Us.

IMPORTANT CONDITIONS

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

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

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

Suspension of Cover
If You breach a condition of this insurance contract which is essential to its performance, this insurance contract will be suspended from the time of the breach until the time the breach can be remedied. The Insurer will have no liability to You for any loss which occurs, or which is attributable to something happening, during the period when this insurance contract is suspended.

Section 5

What Is Insured

1 Personal injury.

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

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

2 Clinical negligence.

Costs to pursue a Legal Action for damages following clinical negligence resulting in Your personal injury or death against the person or organisation directly responsible.

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

3 Contract disputes.

Costs to pursue a Legal Action following a dispute arising from an agreement or alleged agreement that You have entered into in a personal capacity for buying or renting goods or services, or selling goods.

What Is Not Insured

1 A claim:

- Arising from medical or clinical treatment, advice, assistance or care
- For stress, psychological or emotional injury
- For illness, personal injury or death caused gradually and not caused by a specific sudden event
- Involving a vehicle owned or driven by You

2 Claims for stress, psychological or emotional injury.

3
- Arising from a dispute with any government, public or local authority
- Arising from the purchase or sale of Your main home
- Relating to a lease tenancy or licence to use property or land
- Relating to a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled
- Relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to You
- Directly or indirectly arising from planning law

What Is Insured	What Is Not Insured
	• Directly or indirectly arising from constructing buildings or altering their structure for Your use where the contract value exceeds £5,000 including VAT
4 Employment disputes. Standard Advisers' Costs to pursue a Legal Action brought before an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) or the ACAS arbitration scheme against an employer or ex-employer for breach of Your contract of employment.	4 Any claim relating solely to personal injury
5 Property protection. Costs to pursue a Legal Action for nuisance or trespass against the person or organisation infringing Your legal rights in relation to Your main home.	5 Claims: • In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority • For adverse possession • In respect of a contract You have entered into • Directly or indirectly arising from planning law
6 Property damage. Costs to pursue a Legal Action for damages against a person or organisation that causes physical damage to Your main home. The damage must have been caused after You first purchased this insurance.	6 • In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority • In respect of a contract You have entered into • Directly or indirectly arising from planning law
7 Tax. Standard Advisers' Costs incurred by an Accountant if You are subject to an HM Revenue and Customs Full Enquiry into Your personal Income Tax position. This cover applies only if You have: • Maintained proper, complete, truthful and up to date records • Made all returns at the due time without having to pay any penalty • Provided all information that the HM Revenue and Customs reasonably requires	7 • Where: - Deliberate misstatements or omissions have been made, to the authorities - Income has been under-declared because of false representations or statements by You - You are subject to an allegation of fraud • For Standard Advisers' Costs for any amendment after the tax return has initially been submitted to the HM Revenue and Customs For enquiries into aspects of Your Tax Return (Aspect Enquiries)

What Is Insured

8 Criminal Prosecution Defence.

Costs in a Legal Action to defend Your legal rights after any event which results in criminal proceedings being brought against You. Pleas in mitigation are covered where there is a reasonable prospect of such a plea materially affecting the likely outcome.

9 Vehicle Cloning.

Costs to defend a Legal Action arising from use of the identity of a vehicle owned by You by another person or organisation without Your permission.

10 Personal Identity Theft.

- To defend Your legal rights and/or take steps to remove County Court Judgments against You that have been obtained by an organisation that You are alleged to have purchased, hired or leased goods or services from. Cover is only available if You deny having entered in to the contract and allege that You have been the victim of Identity Theft
- To deal with all organisations that have been fraudulently applied to for credit, goods or services in Your name or which are seeking monies or have sought monies from You as a result of Identity Theft
- In order to liaise with credit referencing agencies and all other relevant organisations on Your behalf to advise that You have been the victim of Identity Theft

What Is Not Insured

8
- For alleged road traffic offences where You did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving whilst under the influence of drink or non- prescribed drugs
- For Costs and expenses where You are entitled to a grant of legal aid from the Legal Services Commission, or where funding is available from another public body, a trade union, employer or any other insurance policy
- For parking offences for which You do not get points on Your licence
- Following an allegation of intentional violence or dishonesty

10 Any claim:

- Where You have not been the victim of Identity Theft
- Where You did not take action to prevent Yourself from further instances of Identity Theft following an Insured Incident
- Where the Identity Theft has been carried out by somebody living with You
- For Costs arising from loss of cash from a bank, building society, credit union or other similar financial institution where that institution has refused to cover the loss

You must agree to be added to the CIFAS Protection Register if We recommend it.

General exclusions

1 There is no cover where:

- You should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
- An estimate of Advisers' Costs of acting for You is more than the amount in dispute
- Advisers' Costs or any other costs and expenses incurred which have not been agreed in advance or are above those for which We have given Our prior written approval

2 There is no cover for:

- Claims over loss or damage where that loss or damage is insured under any other insurance
- Claims made by or against Your insurance advisor, the Insurer, the Adviser or Us not otherwise dealt with under condition 5
- Any claim You make which is false or fraudulent or exaggerated
- Defending Legal Actions arising from anything You did deliberately or recklessly
- Costs if Your claim is part of a class action or will be affected by or will affect the outcome of other claims
- Fines, penalties, compensation or damages which You are ordered to pay by a court or other authority

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

- A dispute between You and someone You live with or have lived with
- Your business trade or profession other than as an employee
- An application for a judicial review
- Defending or pursuing new areas of law or test cases

4 Contracts (Rights of Third Parties) Act 1999

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

General conditions

1 Claims

You must notify claims as soon as reasonably possible once You become aware of the incident and within no more than 180 days of You becoming aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, Our position has been prejudiced. For claims relating to Identity Theft, these must be reported within 45 days of You becoming aware of the incident.

We may investigate the claim and take over and conduct the legal proceedings in Your name. Subject to Your consent which shall not be unreasonably withheld We may reach a settlement of the legal proceedings.

You must supply at Your own expense all of the information which We reasonably require to decide whether a claim may be accepted. Where it is necessary to start court proceedings or a Conflict of Interest arises, and You wish to nominate a legal representative to act for You, You may do so. Where You have elected to use a legal representative of Your own choice You will be responsible for any Advisers' Costs in excess of Our Standard Advisers' Costs. The Adviser must represent You in accordance with Our standard conditions of appointment available on request.

The Adviser will:

- Provide a detailed view of Your Prospects of Success including the prospects of enforcing any judgment obtained
- Keep Us fully advised of all developments and provide such information as We may require
- Keep Us advised of Advisers' Costs incurred
- Advise Us of any offers to settle and payments in to court. If against Our advice such offers or payments are not accepted cover under this insurance shall be withdrawn unless We agree in Our absolute discretion to allow the case to proceed
- Submit bills for assessment or certification by the appropriate body if requested by Us
- Attempt recovery of costs from third parties

In the event of a dispute arising as to Advisers' Costs We may require You to change Adviser.

The Insurer shall only be liable for Advisers' Costs for work expressly authorised by Us in writing and undertaken while there are Prospects of Success.

You shall supply all information requested by The Adviser and Us.

You are responsible for all Legal Costs and expenses including Adverse Costs if You withdraw from the legal proceedings without Our prior consent. Any legal costs and expenses already paid under this insurance will be reimbursed by You.

You must instruct the Adviser to provide Us with all information that We ask for and report to Us as We direct at their own cost.

2 Prospects of Success

At any time We may, but only when supported by independent legal advice, form the view that You do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, We may decline support or any further support. Examples of a positive outcome are:

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

3 Other Insurances

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

4 Cancellation

You may cancel this insurance at any time by contacting Gallagher. If You exercise this right within 14 days of taking out this insurance, You will receive a refund of premium provided You have not already made a claim against the insurance.

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

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

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

5 Disputes

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

6. English Law and Language

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

7. Disclosure

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

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

8. Fraud

In the event of fraud, We:

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

9. Change in law

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

Customer services information

Helpline Services
To access any of the following helplines or to report a claim, please telephone 0344 7 701 093 and follow the instructions given.

For Our joint protection (apart from on the counselling helpline) telephone calls may be recorded and/ or monitored.

Legal & Tax Helpline
Use the 24 hour advisory service for telephone advice on any private legal or tax problem of concern to You or any member of Your household.

Domestic Helpline
Use the helpline following an emergency in the home for which a tradesman's assistance is required.

The helpline will source and deploy an approved tradesman to Your home. You will be responsible for the tradesman's charges. Where appropriate We may substitute deployment of a tradesman with the provision of technical advice over the telephone giving You the means to rectify the problem Yourself.

Counselling Helpline & Online Support Service
This service can help with a range of problems from practical everyday matters to sensitive or emotional issues. Our specialists will help You deal with personal relationship problems, problems with colleagues in the workplace and other issues affecting Your general wellbeing.

Counsellors and information specialists are also trained to help You with practical problems like debt.

The helpline is complemented by a comprehensive online information and support service, through which You can access information and advice on a range of issues and problems which often impact on everyday life. Topics are diverse and include relationships, childcare issues, consumer issues, stress, health and fitness. Information is updated regularly by a team of experienced counsellors and information specialists.

You can access the Online Support Service by visiting www.arclegal.co.uk/carefirst where You will be required to enter the following username and password.

Username: *Gallagher001*
Password: *wellbeing*

Health and medical information service
This telephone service provides information on general health issues, and non-diagnostic information on medical matters. Information can be given on a wide variety of topics and on resources that provide further support. This helpline is open 24 hours a day, seven days a week.

Veterinary Assistance
If Your pet is ill or injured, We will assist by giving You information on the organisations that hold details of vets in the local area. We will give You guidance to help You make an informed decision but cannot recommend any particular individual or organisation.

Childcare Assistance
If You need help in finding a child minder, nanny or children's nurse We will assist by giving You information on the organisations that hold details of accredited specialists in these areas. We will give You guidance to help You make an informed decision but cannot recommend any particular individual or organisation.

Home assistance
If You need help in finding cleaning staff, au pairs and housekeepers we will assist by giving You information on organisations that hold details of specialists in these areas. We will give You guidance to help You make an informed decision but cannot recommend any particular individual or organisation.

Section 5

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

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

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

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

Compensation
We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if We or The Insurer cannot meet their obligations. Your entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at www.fscs.org.uk or by telephoning 0800 678 1100.

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

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

Home Emergency Cover

This section only applies if it is shown on Your Schedule. For this section, this contract of insurance is between You and Axa Assistance.

This section is optional and only applies if it is shown on the Home Insurance Schedule.

Your cover

This policy provides assistance in the event of certain home emergencies, which impact the safety and security of Your Home, potentially rendering it uninhabitable.

We will organise and pay up to £1,000 per claim including VAT, call out, labour, parts and materials to carry out an Emergency Repair in order to contain the Emergency. This policy is suitable for someone who wishes to cover an Emergency caused by specified events when they do not already have relevant insurance cover. It is not designed to replace Your Buildings and Contents insurance and will not provide assistance for normal day to day home maintenance.

Each section of cover explains what is and what is not covered, which will limit the type and value of Emergency Repairs You can claim for. Please read them carefully to ensure this cover meets Your needs.

We do not wish You to discover after an Emergency has occurred that it is not covered under the policy. There are also general exclusions that apply to all sections of the cover, and general conditions that You must follow for the policy to cover Your claim.

Please call Us as soon as You are aware of the Emergency.

Who provides Your cover

This policy is provided by Inter Partner Assistance SA (IPA) which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from Us on request. Inter Partner Assistance SA Financial Services Register number is 202664. You can check this on the FCA's Register by visiting the website www.fca.org.uk/ registeror by contacting the Financial Conduct Authority on 0800 111 6768. AXA Assistance (UK) Limited provides the services described in this policy. Your policy is subject to English Law and You and We agree to submit to the non-exclusive jurisdiction of the English Courts if there is an unresolved dispute between Us.

How to make a claim

If You think You have a gas leak, You should immediately call the National Gas Emergency Service on 0800 111 999.

Are You having one of the following emergencies?

- Boiler & heating system
- Plumbing and drainage
- Failure of internal electrics
- Pests
- Gas supply pipe
- Windows
- Locks

To obtain Emergency assistance please contact the 24 Hour Emergency Helpline on 0800 479 0066.

You will be asked to provide Your name and postcode, the Home Insurance policy number (which can be found on Your schedule) and details of Your Emergency.

We will then:

- Advise You how to protect Yourself and the Home immediately
- Validate Your policy and arrange for one of Our Authorised Contractors to get in touch with You to make an appointment or, where it has been agreed, to settle Your claim on a Reimbursement Basis
- We, along with Our Authorised Contractors, will then manage Your claim from that point onwards and keep You updated throughout Your claim journey
- In the event of the Home becoming uninhabitable and remaining so because of a Covered event, upon agreement with Us, We will reimburse Costs You have to pay for alternative accommodation or contribute up to £250 inc VAT towards the cost of Your (including Your pets) accommodation including transport

Act quickly in the event of an Emergency and call the assistance helpline on 0800 479 0066. The telephone line is available 24 hours a day. Before requesting assistance, please check that the circumstances are covered under this section.

- We would always recommend that You arrange for a Permanent Repair to be completed by a qualified tradesperson as soon as possible, once We have carried out an Emergency repair and contained the Emergency for You, as this may only provide a temporary solution to the problem

In some circumstances We may find it difficult to deploy an Authorised Contractor to attend the Home or deal with Your Emergency within a reasonable timescale. Examples of such circumstances are:

- Excessive demand
- Bad weather
- Industrial action
- Parts availability
- Availability of a specialist

In these circumstances, You may, with Our prior agreement, arrange for Your own contractor to resolve Your Emergency and We will reimburse the cost up to £1,000 inc. VAT. A fully itemised invoice or receipt from Your own contractor will be required to support Your claim. If a new boiler or heating system is installed, You will also need to provide the make, model, serial number and Gas Council number. We will only reimburse the cost of the Emergency repair applicable under the policy.

What if my claim exceeds the policy limits?
Claims under this policy can only be made by You or any member of Your immediate family permanently residing at the Home. If the Emergency Repair Costs more than £1,000, We will discuss the below options with You before any work is carried out:

- You will have the option to contribute the difference in the Costs
- Subject to Our prior agreement, We will pay up to £1,000 including VAT as a contribution for repairs which You have arranged Yourself. This can only be agreed upon receipt of Your contractors fully itemised and paid invoice and will take into account the Costs already incurred by Our Authorised Contractor, for the initial visit. This will be in full and final settlement of Your claim

Other insurance
If You make a claim for any liability, loss or damage that is also covered by any other insurance policy, We will only pay Our share of the claim.

Recovering our claims costs
If We think someone else is at fault for a claim that We pay, We may follow up that claim in the name of anyone claiming cover under this policy to get back the payments that We make. Anyone making a claim under this policy must give Us any help and information that We need.

Parts availability
Availability of parts is an important factor in providing Emergency Repairs. If Our engineer does not carry the spare parts needed on the day of Your appointment, We will do all We reasonably can to find and install parts from Our approved suppliers. We may not replace parts on a like for like basis but will provide an alternative suitable for containing the Emergency. However, there may be times when replacement parts are delayed because of circumstances beyond Our control. In these cases We will not be able to avoid delays in repair; We will keep You informed throughout Your claim.

There may also be occasions where parts are no longer available. In these situations We will ensure the Home is safe and if required, We will arrange for You to receive a quotation for a suitable replacement item at Your cost.

Meaning of words

Where the following words appear they have these special meanings. The definitions contained here should be read in conjunction with those that apply to the whole policy. For the purposes of this section of the policy, if a term is defined in this section and elsewhere in the policy, the definition in this section will be used.

Authorised Contractor
A tradesperson authorised by Us to assess Your claim, and carry out repairs in the Home under this policy and under Our delegated authority.

Covered / Insured Events
Emergency to essential services in the Home listed in the section below headed "What is covered".

Emergency
A sudden and unforeseen Incident in the Home which immediately:

- Exposes You or a third party to a risk to health
- Creates a risk of loss or damage to the Home and/or any of Your belongings
- Makes the Home uninhabitable

Emergency Repairs
Work undertaken by an Authorised Contractor to resolve the Emergency by completing a Temporary Repair.

Home
The property shown on Your schedule, its integral (built-in) garages all used for domestic purposes only in the United Kingdom. It does not include detached garages, sheds, greenhouses and other buildings.

Insured / You / Your
You and any member of Your immediate family permanently residing at the Home.

Period of Insurance
Period of cover for which the premium has been paid.

Permanent Repair
Work carried out to put right the fault that caused the Emergency, which is expected to provide a lasting repair.

Reimbursement Basis
Subject to Our prior agreement and on receipt of the engineer / installer/ supplier/ Authorised Contractor's fully itemised invoice, We will pay You up to £1,000 inc.VAT as a contribution to a repair which You will arrange Yourself. This will be in full and final settlement of Your claim.

Temporary Repair
Repairs and/or work immediately required to stop further damage being caused by the Emergency. You will need to replace this with a Permanent Repair.

United Kingdom
United Kingdom of Great Britain and Northern Ireland, including the Isle of Man and the Channel Islands, where it is more likely that Your claim will be settled on a Reimbursement Basis.

We / Us / Our
Inter Partner Assistance SA, The Quadrangle, 106- 118 Station Road, Redhill, Surrey, RH1 1PR and/or its service provider AXA Assistance (UK) Limited, of the same address. AXA Assistance (UK) Limited will arrange for You to receive the Home Emergency services described in this Policy using Authorised Contractors.

What Is Insured

1 Boiler and Heating System.

Complete failure of Your primary heating/ hot water system, resulting in no hot water and/or heating.

We will cover the domestic gas boiler within the Home, the output of which does not exceed 60Kw/hr.

This also includes boiler isolating valve, along with all manufacturer's fitted components within the boiler – together with the pump, motorised valves, thermostat, radiator, timer, temperature pressure controls and the primary flue.

Claims related to other forms of primary heating, such as renewable technologies in the Home or fuels used such as oil, LPG, solid fuel, electric boilers and solar, may be settled on a Reimbursement Basis if an Authorised Contractor is not available at the time in Your local area.

If in the opinion of our Authorised Contractor, We are unable to repair Your boiler/hot water system, We will advise a replacement boiler/hot water system is required and the cost of which is not Covered by the terms and conditions of this policy. If We are unable to repair Your boiler/ hot water system and You choose to not replace it, cover under this section will no longer apply. We will also cover You for:

- A loss of water pressure within a boiler due to a fault
- A water leak from the boiler/heating system

Temporary heating

If You have no heating and a part needs to be ordered following the engineer's first visit, or if We are unable to repair the boiler/heating system, You have the option to either purchase heaters up to a value of £50 inc VAT on a Reimbursement Basis or alternatively We can deliver 2 temporary heaters to the Home (these heaters are Yours to keep).

What Is Not Insured

1
- Commercial boiler or heating systems with an output of over 60kW/hr
- Any heating system which is not wholly situated within the Home or is shared with neighbouring dwellings
- Descaling and any work arising from hard water scale deposits (including power flushing) or from damage caused by hard water or sludge resulting from corrosion. Signs that work is needed may include a noisy boiler, sludged up pipes or poor circulation
- Thermostatic valves
- Replacement of any equipment added to the standard heating system such as a Magnaclean or similar device
- Adjustments to the timing and temperature controls, or replacement of controls which can be manually operated safely, including relighting the pilot light/ flame
- Any costs for the repair of Your heating system which is Covered by a manufacturer, supplier, installer or repairer guarantee or warranty
- Boilers which are still working, but You suspect may be about to break down (e.g. where a noise has developed) or where the fault is not apparent to Our Authorised Contractor
- Any routine maintenance, cleaning and servicing of Your boiler or main heating system
- Any repair or replacement of under floor heating systems, warm air units, air or ground source heat pumps
- Any fault arising due to sludge/scale/rust/ debris within the primary heating system or damage caused by any other chemical composition of the water e.g. if You reside in a hard water area; (as per the Local Water Authority)
- Repair/replacement of convector heaters, inhibitors, water tanks, radiators, radiator valves and hot water cylinders
- Repair to, or replacement of, gas appliances such as cookers
- Any loss or damage resulting from a lack of proper maintenance, including that caused by or to a boiler or central heating system which has not been properly maintained in accordance with manufacturers' instructions

What Is Insured

2 Plumbing.

The emergencies listed below are Covered under this section. (We will pay only for the Emergency repair)

Emergency repair relating to the internal hot and cold water pipes between the main internal stopcock and the internal taps. Repair of the cold water storage tank. Flushing mechanism of a toilet. A leak from:

- Your toilet
- Pipes leading to and from the shower or bath
- Internal section of the overflow pipe
- Central heating water pipes

3 Drainage.

An Emergency relating to the blockage of, or damage to the waste pipes causing a blockage or a waste water leak. The below is a list of emergencies that You would be Covered for:

- Blocked sinks, blocked or leaking waste pipes, along with rainwater drains
- Blocked bath, toilets or external drainage. You will still be Covered if You do have another working toilet or bathing facility
- Blocked or leaking soil vent pipes, provided You are solely responsible for this.

What Is Not Insured

- Repair or replacement of the flue due to wear and tear
- Any adaptations made to the property which do not comply with the regulations applicable at the time

2
- Any dripping tap/nozzle or any other part of the plumbing or drainage system where the water is safely escaping down a drain
- Any damage caused by the Emergency
- Replacing external overflows, cylinders, hot and cold water storage tanks, radiators, immersion tanks and sanitary ware including sinks and basins
- Burst or leaking flexible hoses along with breakdown, leak or damage to domestic appliances such as dishwashers and washing machines
- Septic tanks, swimming pools and hot tubs;
- Repair to, or replacement of, all pipework outside the Home
- Dealing with temporarily frozen pipes
- Cost of trace and access to locate the source of the Emergency

3
- Repairs to drains that are the responsibility of the local water authority (even if they are within the boundaries of the Home)
- Repairing, replacing manholes, soakaways, septic tanks (clearing or emptying) cesspits, treatment plants and their outflow pipes, guttering and downpipes
- Regularly cleaning Your drains and any descaling of Your drains
- Removing, replacing or repairing any part of the drain which is damaged but does not result in the total blockage of the drain
- Repairing or unblocking drains which are used for commercial purposes
- Making access to drain systems points of entry (such as manhole covers) if these have been built over
- Drain clearance due to installation faults or misuse of drains such as flushing baby wipes down the drain, grease or cooking oil
- Cost of trace and access to locate the source of the Emergency

What Is Insured

4 Internal Electrics.

Failure of Your electrics rendering the Home uninhabitable. For example: failed wiring to immersion heaters/boilers/ bathroom lights.

5 Windows and Locks.

Emergency assistance to secure Your property where the security of the Home is at risk.

- Broken or cracked windows. We will undertake an Emergency Repair using boarding or similar material
- Gaining access to, or securing the Home through an external door or window where You have no alternative due to:
  - The failure of the external locking mechanism to the door
  - Damage to locks on external doors or windows caused by vandalism, theft or attempted theft

6 Pests.

Removal of rats, mice, wasps and hornets, where evidence of infestation in the Home has been found.

7 Internal Gas Pipe.

A leak from the internal gas supply pipe in the Home between the meter and a gas appliance.

We will repair and replace the section of pipe, following the isolation of the gas supply by the National Gas Emergency Service.

If You think You have a gas leak, You should immediately call the National Gas Emergency Service on 0800 111 999.

What Is Not Insured

4
- Repair to, or replacement of electrical appliances such as cookers
- All electrical wiring and infrastructure outside the Home
- Failure of burglar/fire alarm systems and CCTV surveillance
- Swimming pools and their plumbing or filtration systems and shower units
- Replacement of light bulbs and fuses in plugs

5
- Fences, Outbuildings and detached garages: damage to windows, doors or locks
- Double glazing where one pane is broken but the other is intact and the Home is therefore secure

6
- Pests found outside the Home, such as in detached garages and Outbuildings

7
- Corrosion of the gas supply pipe due to natural wear and tear or methods used to conceal the pipework, such as under a concrete floor, without adequate protection
- Cost of trace and access to locate the source of the Emergency

Restoration of gas supply is not included.Please contact Your Utility Company who will be able to arrange this for You.

General exclusions

We will not cover the following:

1 A repair if You are aggressive towards Our Authorised Contractors or staff or impede or prevent access to the Home at reasonable times to complete the repair.

2 Loss or damage arising from emergencies which were known to You before the start date of this policy.

3 Any loss where You did not contact Us to arrange repairs.

4 Disconnection or failure of mains services by a utility company concerned or any equipment or services which are the responsibility of the utility company.

5 Any Emergency in a Home that has been Unoccupied for more than 60 consecutive days.

6 Any defect, damage or breakdown caused by modification, negligence or misuse.

7 Any loss or damage arising as a consequence of war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance; ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.

8 Any loss or damage arising from structural problems as a result of any form of Subsidence, bedding down of new structures, demolition, alterations to the Home or the use of defective products.

9 Any repair costs which are Covered by a manufacturer, supplier, installer or repairer guarantee or warranty.

10 Normal day to day maintenance at Your Home that You should carry out. Nor does it pay for replacing items that wear out over a period of time or replacement of parts on a like for like basis where the replacement is necessary to resolve the immediate Emergency.

11 If You have been advised of remedial work, which You cannot prove has been carried out by a recognised and competent contractor on their previous visits or by a recognised third party authority, such as Your local water authority, utility company or boiler manufacturer.

12 No costs for repairs, parts or services are payable under this insurance unless We have been notified by You or a person calling on Your behalf through the 24 hour claims helpline, and We have approved a contractor in advance.

13 Cost of trace and access to locate the source of the Emergency.

14 Any boiler inspections or any other Emergency Repairs where asbestos may be disturbed.

15 The removal of asbestos.

16 When We make a repair We will leave Your Home safe and habitable but We will not be responsible for reinstating it to its original condition.

17 Where Health and Safety regulations or a risk assessment that has been carried out, prevent Our authorised contractors being able to attend to the Emergency or carry out work in Your Home.

Notes

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Gallagher

Insurance | Risk Management | Consulting

Gallagher Insurance, 3rd Floor,
100 Holdenhurst Road,
Bournemouth, Dorset, BH8 8AQ

Email: gallagherhomecustomerservices@ajg.com

0800 519 0746

www.ajg.com/uk/personal-insurance/home/home-insurance

Arthur J. Gallagher Insurance Brokers Limited is authorised and regulated by the Financial Conduct Authority. Registered Office: Spectrum Building, 7th Floor, 55, Blythswood Street, Glasgow, G2 7AT. Registered in Scotland. Company Number: SC108909

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