



# HOME INSURANCE PLUS POLICY BOOKLET



## Dear Policyholder

Thank **You** for insuring **Your Home** with Modus. This policy booklet provides all the details **You** need to know about **Your** insurance policy. Insurance does not cover **Your** property against everything that can happen so please read **Your** policy carefully alongside **Your Schedule** to make sure **You** understand what it covers and the limits that apply.

# GUIDE TO YOUR MODUS HOME INSURANCE PLUS POLICY

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## Summary of your cover limits

The following is a summary of the main policy limits. You should read the rest of this policy for the full terms and conditions.

Section	Limit
<b>Buildings (if selected)</b>	£750,000
Service pipes and cables	Included
Alternative accommodation and rent	£50,000
Replacement Locks	£1,000
Trace and access	£5,000
Selling Your Home	Included
Emergency entries – buildings	Included
Emergency entries – gardens	Included
Accidental Damage	Optional
Property Owner's Liability	£2,000,000
<b>Contents (if selected)</b>	£75,000
Valuables limit	£30,000
Valuables single item limit	£3,000
Accidental Damage	Optional
Alternative accommodation and storage	£25,000
Replacement Locks	£1,000
Loss of oil or metered water	£2,000
Frozen food	£1,000
Theft from outbuildings	£3,000
Contents in the garden	£1,000
Money in the Home	£750
Unauthorised use of Credit Cards	£1,000
Student Belongings whilst at University/College	£6,000
Contents temporarily away from Your Home	£5,000
Downloaded information	£1,000
Business equipment	As detailed on your policy schedule
Business stock	As detailed on your policy schedule
Guests effects	£500
Special events increase	10% of Contents sum insured
Tenants Liability	£5,000
Employers Liability	£5,000,000
Occupiers and Personal Liability	£2,000,000
<b>Personal Possessions (Optional with contents)</b>	
Single item limit	£3,000
Bicycles (per bicycle)	£500
<b>Family Legal Protection (Optional)</b>	
Legal costs and expenses	£60,000
<b>Home Emergency (Optional)</b>	
Home emergency	£500

## Important Information

### Policy Wording Document

This policy booklet is part of **Your** insurance contract, along with **Your Schedule** and statement of fact documents. Please read **Your Schedule**, statement of fact and this policy booklet carefully to make sure **You** know exactly what **Your** insurance covers.

Wherever words appear in bold with a capital letter in this policy they will have the meanings described in the **Definitions** section starting on page 10, unless otherwise shown for any policy section.

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

Check all the details on **Your Schedule** and statement of fact, which sets out the information **You** have given **Us**, carefully. If **You** think there is a mistake or **You** need to make changes, **You** should notify **Us** immediately. **Your** policy could be invalid or a claim may be rejected or not fully paid if **You** fail to provide correct information or do not inform **Us** of relevant changes.

Under European law, **You** and **We** may choose which law will apply to this contract. English law will apply unless both parties agree otherwise.

This policy is provided by Modus Underwriting Limited trading as Modus, an Appointed Representative of CFC Underwriting Limited, acting as agent on behalf of a select panel of leading Insurers. The insurer that is providing **Your** Modus Home Insurance Plus Policy can be found in **Your** policy **Schedule**.

### Help in an emergency

#### 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**.

Simply telephone **0344 770 1041** and quote 'Modus'

#### Legal Helpline

Use the 24 hour advisory service for telephone advice on any private legal problem of concern to **You**.

Simply telephone **0344 770 1040** and quote 'Modus'

For **Our** joint protection telephone calls may be recorded and/or monitored.

### How to make a claim

#### To make a claim under Section 1 - Buildings, Section 2 - Contents or Section 3 - Personal Possessions

When **You** first become aware **You** may need to make a claim under Sections 1, 2 or 3, telephone the number shown in **Your Schedule** and follow these simple steps:

1. **You** will need **Your** policy number; crime reference number (if relevant) and an estimate of the damage or loss
2. Speak to **Us** before **You** make any arrangements for replacement or repair.

#### To make a claim under Section 4 - Family Legal Protection:

Please follow the instructions on page 32

#### To make a claim under Section 5 - Home Emergency:

Please follow the instructions on page 34

### What to do if You have a complaint

**We** aim to provide the highest standard of service to every customer. If **You** have any queries or concerns then please contact **Your** insurance adviser in the first instance.

#### How to complain

**We** recognise that things do occasionally go wrong and if the service **You** have received does not meet **Your** expectations **You** may complain to the relevant insurers:

**If Your complaint is in relation to Section 1 - Buildings, Section 2 - Contents or Section 3 - Personal Possessions please contact Us:**

by telephone on: 0345 437 0361  
 by email at: [complaints@modusunderwriting.com](mailto:complaints@modusunderwriting.com)  
 or in writing to: The Managing Director  
 Modus Underwriting Limited  
 85 Gracechurch Street  
 London EC3V 0AA

Where possible **We** will attempt to resolve **Your** complaint immediately.

Within 2 weeks of receiving **Your** complaint **We** will:

- either: let **You** have **Our** response with the reasons for it
- or: explain why **We** are not in a position to give **You** a response and **We** will let **You** know when **We** expect to be able to provide it

If **Your** complaint is in relation to the cover provided or the claims service under Section 1 - Buildings, Section 2 - Contents or Section 3 - Personal Possessions and **You** remain dissatisfied at this point **You** may contact Lloyd's Complaints team at:

Complaints  
 Lloyd's  
 One Lime Street  
 London  
 EC3M 7HA  
 United Kingdom  
 Email: [complaints@lloyds.com](mailto:complaints@lloyds.com)  
 Website: [www.lloyds.com/complaints](http://www.lloyds.com/complaints)  
 Telephone: +44 (0)20 7327 5693  
 Fax: +44 (0)20 7327 5225

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint - How We Can Help" available at [www.lloyds.com/complaints](http://www.lloyds.com/complaints) and are also available from the above address. If **You** remain dissatisfied after Lloyd's has considered **Your** complaint, **You** may have the right to refer **Your** complaint to the Financial Ombudsman Service.

**If Your complaint is in relation to Section 4 - Family Legal Protection, please contact Arc Legal Assistance Ltd:**

by telephone on: 01206 616 003  
 by email at: [claims@arclegal.co.uk](mailto:claims@arclegal.co.uk)  
 or in writing to: Arc Legal Assistance Ltd  
 PO Box 8921  
 Colchester CO4 5YD

**If Your complaint is in relation to Section 5 - Home Emergency, please contact Home Emergency Inter Partner Assistance SA:**

by telephone on: 01737 815 913  
 by email at: [homeemergencycomplaints@axa-assistance.co.uk](mailto:homeemergencycomplaints@axa-assistance.co.uk)  
 or in writing to: Customer Relations – Home Emergency Inter Partner Assistance SA,  
 The Quadrangle  
 106-118 Station Road  
 Redhill  
 Surrey RH1 1PR

**You may seek advice from the Financial Ombudsman Service:**

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the Financial Ombudsman Service at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

by telephone on: 0800 023 4 567 (from a Landline) or  
 0300 123 9 123 (from a mobile)  
 by email at: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
 or in writing to: The Financial Ombudsman Service  
 Exchange Tower  
 Harbour Exchange Square  
 London E14 9SR



## General Information

The following information applies to Section 1 Buildings, Section 2 Contents and Section 3 Personal Possessions

### Details about Our regulator

Modus home insurance policies are underwritten by a select panel of UK leading insurers who are all authorised by the Prudential Regulatory Authority and regulated by the Financial Conduct Authority and the Prudential Regulatory Authority. The insurer for **Your** Home Insurance Plus policy is detailed in **Your** policy **Schedule**.

The Financial Conduct Authority website, which includes a register of all regulated firms can be visited at [www.fca.org.uk](http://www.fca.org.uk), alternatively **You** can contact them on **0800 111 6768**. Calls may be recorded.

### Financial Services and Markets Act

Under the Financial Services and Markets Act 2000, should **Your** insurer be unable to meet all its liabilities to policyholders, compensation may be available. Home insurance is a non-compulsory class of insurance, and is covered for 90% of the claim, without any upper limit.

Information can be obtained on request, or by visiting the Financial Services Compensation Scheme at [www.fscs.org.uk](http://www.fscs.org.uk).

### Meeting Your needs

**We** have not given **You** a personal recommendation as to whether this policy is suitable for **Your** needs.

### Information and changes We need to know about.

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

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

- any intended alteration to, extension to or renovation of **Your** property. However **You** do not need to tell **Us** about internal alterations to **Your** property unless **You** are creating an additional bedroom
- any change to the people insured, or to be insured
- any change or addition to the contents of the property to be insured that results in the need to increase the amounts or the limits that are shown on **Your** policy **Schedule**
- if **Your** property is to be lent, let, sub-let, or used for business purposes (other than clerical work)
- if **Your** property is to be **Unoccupied** for any continuous period exceeding 45 days, or
- if any member of **Your** household or any person to be insured on this policy is charged with, or convicted of a criminal offence (other than motoring offences)

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

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

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

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

### Data Protection Act

It is understood by **You** that any information that is provided to **Us** about **You** will be processed by **Us** for the purposes of providing insurance and handling any claims which may necessitate providing such information to third parties. **We** will ensure that **Your** data is protected at all times and handled in accordance with the provisions of the Data Protection Act 1998.

In order to prevent and detect fraud **We** may at any time:

- share information about **You** with other organisations and public bodies including the police
- check and/or file **Your** details with fraud prevention agencies and databases, and if **You** provide **Us** with false or inaccurate information and **We** suspect fraud, **We** will record this. **We** and other organisations may also search these agencies and databases to:
- help make decisions about the provision and administration of insurance, credit and credit related services for **You** and members of **Your** household
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage **Your** insurance policies;
- check **Your** identity to prevent financial crime, unless **You** furnish **Us** with satisfactory proof of identity;
- undertake credit searches and additional fraud searches.

On request, **We** can supply further details of the databases **We** access or contribute to.

## Contracts (Rights of Third Parties) Act 1999

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

## General Exclusions

The following exclusions apply only to Section 1 Buildings, Section 2 Contents and Section 3 Personal Possessions

This policy does not cover claims caused by the following;

1. **Radioactive contamination**  
Any expense, legal liability, or any loss of or damage to property directly or indirectly caused by, arising from or contributed to by:
  - a) ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste from burning nuclear fuel, or
  - b) the radioactive, toxic, explosive or other dangerous properties, of any explosive nuclear equipment or nuclear part of that equipment.
2. **War**  
Any result of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution or similar event.
3. **Sonic bangs**  
Loss or damage caused by aircraft or other flying objects travelling at or above the speed of sound.
4. **Existing damage**  
Any loss or damage that happened before cover started.
5. **Pollution or contamination**  
Any expense, legal liability, or any loss of or damage to property directly or indirectly caused by pollution or contamination, unless caused by oil leaking from any fixed heating installation in **Your Home** or from any domestic appliance in **Your Home** during the **Period of Insurance**.
6. **Failure of computers and electrical equipment**  
Damage or loss directly or indirectly due to any computer or other electrical equipment or component failing to correctly recognise any date as its true calendar date or computer viruses.
7. **Terrorism**  
Any expense, legal liability, or any loss of or damage to property directly or indirectly caused by terrorism. Terrorism is defined as, but not limited to, any person or people whether acting alone or in connection with any organisation or government, using biological, chemical or nuclear force or contamination, whether or not committed for political, religious, ideological or similar purposes, including intending to influence any government or to put members of the public in fear.
8. **Deliberate loss or damage**  
Any loss or damage caused, or allowed to be caused, deliberately, wilfully, maliciously, illegally or unlawfully by **You** or any guest or tenant, or anyone lawfully in **Your Home**.
9. **Uninsurable risks**
  - a) wear, tear and reduction in value
  - b) damage caused by rot, fungus, woodworm, beetles, moths, insects or vermin
  - c) the cost of repairing or replacing any item which has suffered mechanical or electrical faults or breakdowns or which has suffered natural and inevitable failure and stopped working without damage being evident
  - d) damage caused by cleaning, dyeing, renovating, altering, re-styling, repairing or restoring an item
  - e) tearing, scratching, chewing or fouling by any pet or domesticated animal
  - f) any damage caused gradually
  - g) damage which has occurred as a result of natural and inevitable events unless those events are specifically covered by **Your** policy
  - h) faulty workmanship, faulty design or the use of faulty materials
  - i) items held or used for **Business**, except **Business Equipment** and **Business Stock**, or
  - j) any drop in the market value of **Your Home** caused by rebuilding or repairing damage to **Your Buildings**.
10. **Loss or damage by contractors**  
Any loss or damage or liability arising out of activities of contractors.



## General Conditions

The following conditions apply only to Section 1 Buildings, Section 2 Contents and Section 3 Personal Possessions

### 1. Policy terms and conditions

**You** must keep to the policy terms, conditions and **Endorsements** contained in this policy booklet and **Your Schedule**. If **You** do not do so **You** may invalidate the policy in whole or in part or reduce the claim payment made by **Us**.

### 2. Preventing loss

**You** must take all reasonable care to prevent loss, injury or liability, damage or accidents and to maintain all property covered under this policy in good condition.

### 3. Fraud

**You** must be honest and truthful in **Your** dealings with **Us** at all times. If **You**, any person insured under this policy or anyone acting on **Your** behalf attempts to deceive **Us** or knowingly makes a false claim, **We** have the right to cancel **Your** policy, refuse claims and retain any premium paid. **We** may recover from **You** any costs **We** have incurred, including the costs of investigating the claim. **We** will not pay a claim which is in any way fraudulent, false or exaggerated. **We** will also not deal with any claims following discovery of this behaviour regardless of when the claims occurred. In addition, **We** have the right to cancel any other products **You** hold with **Us** and share details of this behaviour with other organisations to prevent further fraud. **We** may also involve the relevant authorities who are empowered to bring criminal proceedings.

### 4. Changes that may affect Your cover

**You** must tell **Us** as soon as possible if there are any changes that may affect the level and/or cover of **Your** Policy, such as the following:

- a) if **You** change the address where **You** normally live
- b) if any work is being done to **Your Home** other than routine maintenance or decoration
- c) if **You** or any member of **Your Family** is prosecuted for or convicted of any offence (excluding motoring offences)
- d) if **You** let **Your Home** out to tenants or a lodger moves in, or
- e) if **Your Home** is used for **Business** purposes or as a holiday **Home**.

**We** may then reassess **Your** cover and/or premium. Failure to provide correct information or inform **Us** of any changes could adversely affect **Your** policy, including invalidating **Your** policy or claims being rejected or not fully paid.

Note: the list above does not set out all changes **You** must tell **Us** about. If **You** are not sure whether a change may affect **Your** cover, please contact **Your** insurance adviser immediately.

### 5. People involved in this contract

Unless otherwise provided for in the policy, nothing in the policy is intended to confer a directly enforceable benefit on any other party under the Contracts (Rights of Third Parties) Act 1999.

### 6. Cancellation by Us

**We** have the right to cancel **Your** policy at any time by giving **You** 14 days' notice in writing where there is a valid reason for doing so. **We** will send **Our** cancellation letter to the latest address **We** have for **You**. Valid reasons may include but are not limited to:

- a) where **You** are required, in accordance with the terms of this policy, to co-operate with **Us**, or send **Us** information or documentation and **You** fail to do so in a way that substantially affects **Our** ability to process **Your** claim, or deal with **Your** policy
- b) where there are changes to **Your** circumstances which mean **You** no longer meet **Our** criteria for providing Home insurance, or
- c) where **You** have used threatening or abusive behaviour or language or **You** have intimidated or bullied **Our** staff or suppliers.

If **We** cancel **Your** policy **We** will return the premium paid less the amount for the period the policy has been in force.

### 7. Cancellation by You

**You** may cancel **Your** policy any time by contacting **Your** insurance adviser.

If **You** cancel **Your** policy before it is due to start **We** will return any premium paid in full.

If **You** cancel within 14 days of **Your** policy starting or within 14 days of **You** receiving **Your** documents (whichever is the later) **We** will return any premium paid in full. If **You** cancel after those 14 days have passed **We** will return any premium paid as shown in **Your Schedule** less an amount for the period the policy has been in force.

### 8. Cancellation on renewal

If **You** cancel before the new **Period of Insurance** is due to start **We** will return any premium paid in full.

If the new **Period of Insurance** has started and **You** cancel within 14 days of **Your** policy starting or within 14 days of receiving **Your** renewal documents (whichever is the later) **We** will return any renewal premium paid in full.

## Claims Conditions

The following conditions apply only to Section 1 Buildings, Section 2 Contents and Section 3 Personal Possessions

### 1. Reporting a Claim

When **You** first become aware **You** may need to make a claim, or possible claim, under this policy **You** must tell **Us** as soon as reasonably possible. If **You** do not do so and prejudice **Our** position **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full.

### 2. Property Claims

For any loss or damage claim **You** must do the following:

- a) at **Your** expense give **Us** any information and evidence relevant to **Your** claim that **We** ask for, including proof of ownership or value of the lost or damaged item and written estimates for repair
- b) give **Us** (or **Our** appointed suppliers) access to, or allow inspection of, the damaged property, or
- c) immediately tell the police about any loss or damage by deception, theft, attempted theft, vandalism, malicious acts, riot or civil commotion, or if any property has been lost outside **Your Home**.

If **You** do not do so and prejudice **Our** position **We** may reject or be unable to deal with **Your** claim or be unable to pay **Your** claim in full.

### 3. Liability Claims

For any liability claim **You** must:

- a) send **Us** any letter, claim, writ or summons in connection with the claim or potential claim as soon as **You** receive it, or
- b) not admit, deny, negotiate or settle a claim without **Our** written consent.

**We** may take over, defend or settle the claim, or take up any claim in **Your** name for **Our** own benefit. **You** must give **Us** all the information and help **We** need.

### 4. Abandonment

**You** cannot abandon any property to **Us**, except when **We** ask **You** to do so.

### 5. Enforcing Your rights

**We** may at **Our** expense and in **Your** name take any steps necessary to enforce **Your** rights against any other person either before or after **We** pay a claim. To help **Us** in doing so **You** must give **Us** any information or assistance **We** may require.

### 6. Other Insurances

**We** will not pay any claim if **You** have cover under any other insurance policies unless the cover provided by those policies has been exhausted.

### 7. Fraud

If **Your** claim is in any way dishonest or exaggerated **We** will not pay any benefit under this policy or return any premium to **You**. **We** may also take legal action against **You**.

## Definitions

The following definitions apply only to Section 1 Buildings, Section 2 Contents and Section 3 Personal Possessions


Wherever the following words appear as bold and with a capital letter in the policy booklet, **Your Schedule** and statement of fact documents then they will have the meaning as defined below.

1. **Accidental Damage**

Sudden and unintentional physical damage that occurs unexpectedly.

2. **Bicycle**

Any bicycle including electrically powered models, belonging to **You**, and its accessories.

 **We will not pay for:**  
wind assisted models

3. **British Isles**

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

4. **Bodily Injury**

Bodily injury includes death or disease.

5. **Buildings**


**Your private Home**, fixtures and fittings, swimming pools, permanently fixed hot tubs, tennis courts, patios, terraces, service tanks, drains, septic tanks, pipes and cables, central heating fuel storage tanks, drives, footpaths, garden walls, hedges, gates and fences.

6. **Business**

Any employment, trade or profession.

7. **Business Equipment**

Any electronic office equipment, unless otherwise insured, including computers, keyboards, monitors and printers, word-processing equipment, desk-top publishing units, fax machines, photocopiers, typewriters, computer-aided design equipment and telephone equipment used for **Business** purposes while kept in **Your Home**.

 **We will not pay for:**  
smart phones, mobile telephones, personal digital assistants (PDAs) and tablets.


8. **Business Stock**

Any goods or merchandise kept within the **Home** and available for sale or distribution in connection with **Your Business**.

 **We will not pay for:**  
loss or damage to **Business Stock** kept in garages or outbuildings

9. **Contents**

Household goods, **Personal Possessions**, camping equipment, **Money**, satellite dishes, aerials and other articles, unless otherwise insured, for which **You** are responsible or that belong to **You**, domestic staff who live in or guests, except paying guests.

 **We will not pay for:**

- a) **vehicles**, caravans, trailers, hovercraft or aircraft and watercraft (except hand propelled or models) and their parts and accessories whether attached or not, except removable entertainment or navigation equipment while it is removed from the **Vehicle**
- b) any living creature
- c) landlords fixtures and fittings
- d) securities (financial certificates except those defined as **Money**), certificates and documents, except driving licences and passports, or
- e) property held or used for any **Business** (except **Business Equipment** and **Business Stock**).

10. **Credit Cards**

Credit Cards, charge cards, debit cards, bankers cards and cash dispenser cards issued in the United Kingdom, belonging to **You** and held for private or domestic purposes.

11. **Domestic Employee**

A person employed by **You** to carry out domestic duties in connection with **Your Home** and its land, and not employed by **You** in any capacity in connection with any other **Business**, trade or profession.

12. **Downloaded Information**

Software or files legally downloaded and stored on any computer or home entertainment equipment.

**13. Endorsement**

An agreed change to the terms of the policy as shown in **Your** policy **Schedule**.

**14. Excess**

The amount **You** must pay towards any claim.

**15. Heave**

Expansion or swelling of the land beneath the **Buildings** resulting in upward movement.

**16. Home**

The building of **Your** main domestic home occupied by **You**, at the address shown in **Your Schedule**, together with its domestic garages and domestic outbuildings.

**17. Landslip**

Movement of land down a slope.

**18. Money**

Cash, bank notes, cheques, Money orders, postal orders, postage stamps (that are not part of a collection), savings stamps and savings certificates, share certificates, Premium Bonds, luncheon vouchers, traveller's cheques, travel tickets, phone cards and gift tokens belonging to **You** and not used for **Business** purposes.

 **We will not pay for:**

- a) loss or damage after **Your Home** has been **Unoccupied** for more than 45 days in a row, or
- b) **Money** if **Your Home** is used as a Holiday **Home**.

**19. Period of Insurance**

The period shown in **Your Schedule**, for which the policy covers **You** (as long as **You** pay the premium on time).

**20. Personal Possessions**

**Valuables**, luggage, clothes, **Sports Equipment**, **Bicycles** and any other items **You** normally wear, use or carry which belong to **You** or for which **You** are legally responsible.

**21. Sanitary Fittings**

Washbasins and pedestals, bathroom and kitchen sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.

 **We will not pay for:**

Swimming pools, hot tubs and saunas.

**22. Schedule**

The schedule forms part of this policy and contains details of the **Home**, the **Sums Insured**, the **Period of Insurance** and the sections of this insurance which apply.

**23. Settlement**

Downward movement of the land beneath the **Buildings** as a result of compaction due to the weight of the **Buildings**.

**24. Sports Equipment**

Articles used for sports activities, including sports clothes specifically designed to be used for any sports activity and belonging to **You**.

 **We will not pay for:**

any vehicle, sand yacht, watercraft (including windsurfers, kite boards and surfboards), aircraft (including hang-gliders) or their accessories or **Bicycles**.

**25. Subsidence**

Downward movement of the land beneath the **Buildings** that is not a result of **Settlement**.

**26. Sum Insured**

The amount shown on the **Schedule** as the maximum **We** will pay for claims resulting from one incident unless otherwise stated in this policy booklet or the **Schedule**.

**27. Unoccupied**

When **Your Home** is not normally and regularly lived in by **You** during the day and overnight or does not contain enough furniture for normal living purposes.

**28. Valuables**

Jewellery, watches, furs, items or sets or collections of gold, silver or other precious metals, pictures, other works of art, sets of stamps, coins or medals all belonging to **You**.

**✘ We will not pay for:**

- a) property more specifically insured by any other policy
- b) property held or used for any **Business**
- c) loss or damage after **Your Home** has been **Unoccupied** for more than 45 days in a row, or
- d) loss or damage if **Your Home** is used as a **Holiday Home**.

**29. Vehicles**

Any vehicle or toy propelled by a motor of any kind, except the following while being used for their intended purpose and by a person for whom they were designed:

- a) ride-on lawnmowers
- b) electrically powered wheelchairs and mobility scooters
- c) electrically powered children's ride on toys
- d) electrically assisted **Bicycles**, or
- e) pedestrian controlled electrically powered golf trolleys

**30. We, Us, Our, The Company**

The insurer whose identity is stated in **Your Schedule**.

**31. You, Your, The Policyholder**

The person or persons named in **Your Schedule** and any of the following who normally live with them: their husband, wife, partner (a person living with them as though married), civil partner, children, parents and other relatives normally living with them.

## Section 1 - Buildings

This section only applies when shown as **INCLUDED** on **Your Schedule**.

### A. Loss or damage

We will pay for loss of or damage to the **Buildings** caused by the following:

1. fire, explosion, lightning, earthquake
2. smoke

**We will not pay for:**  
loss or damage caused by smog, agricultural or industrial work or anything that happens gradually.

3. theft or attempted theft

**We will not pay for:**  
a) loss or damage caused by **You, or any paying guest or tenant, or**  
b) the first £1,000 of any claim after **Your Home** has been **Unoccupied** for more than 45 days in a row.

4. riot, civil commotion, labour disputes or political disturbance
5. storm or flood

**We will not pay for:**  
a) loss of or damage to hedges, gates or fences, or  
b) loss or damage caused by frost.

6. **Subsidence** or **Heave** of the site on which **Your Home** stands, or **Landslip**

**We will not pay for:**  
a) loss or damage caused by:  
i) normal bedding down of new structures or shrinkage  
ii) **Settlement** of newly made up ground  
iii) coastal or river erosion, or  
iv) demolition or structural repairs or alterations to **Your Buildings**.  
b) loss of or damage to, solid floor slabs as a result of their moving unless the foundations beneath the load bearing walls of **Your Home** are damaged at the same time and by the same cause  
c) loss of or damage to swimming pools, ornamental ponds and fountains, tennis courts and other hard courts, patios, terraces, service tanks, drains, septic tanks, pipes and cables, central heating fuel storage tanks, drives, footpaths, garden walls, hedges, gates or fences unless **Your Home** is damaged at the same time by the same cause and **We** accept a claim for **Subsidence, Heave** or **Landslip** damage to the **Home**, or  
d) damage if **You** knew when this policy started that any part of the **Buildings** had already been damaged by **Subsidence, Heave** or **Landslip**, unless **You** told **Us** about this and **We** accepted it.  
**You** must pay the amount of the **Subsidence Excess** shown in **Your Schedule**, which applies to any claim for **Subsidence, Heave** or **Landslip**.

7. vandalism or malicious acts

**We will not pay for:**  
a) loss or damage caused by **You, or any paying guest or tenant, or**  
b) the first £1,000 of any claim after **Your Home** has been **Unoccupied** for more than 45 days in a row.

8. collision involving an aircraft or flying object (including articles dropped from them), or **Vehicles** or animals

**We will not pay for:**  
Loss or damage caused by insects, birds or pets.

9. falling trees or branches

**We will not pay for:**  
a) loss of or damage to hedges, gates or fences  
b) removing the part of the tree that is still below ground, or  
c) restoring the site.



10. falling television and radio aerials (including satellite dishes), their fittings and masts

**We will not pay for:**  
loss of or damage to the aerials, fittings, satellite dishes and masts themselves.

11. water or oil escaping from any fixed water or heating installation, including underground drains and pipes, or from any domestic appliance or storage tank

**We will not pay for:**

- Subsidence, Heave or Landslip** damage caused by escaping water or oil
- loss of or damage to tanks, pipes, appliances or heating systems themselves
- the cost of removing and replacing any part of the **Buildings** to find and repair the source of any water or oil escaping from tanks, pipes, appliances or heating systems
- damage caused by the failure, wear and tear or lack of grouting or sealant
- loss or damage to solid floors caused by infill materials settling, swelling or shrinking as a result of water escaping from the **Home**, or
- loss or damage caused after **Your Home** has been **Unoccupied** for more than 45 days in a row unless for the period November to March inclusive the water supply is turned off at the mains, and all water tanks, pipes and apparatus are drained or a thermostatically controlled fixed heating system is used to maintain a minimum temperature of 58 degrees F (15 degrees C) at all times.

**You** must pay the amount of escape of water **Excess** shown in **Your Schedule**, or the first £1,000, whichever is the greater, after **Your Home** has been **Unoccupied** for more than 45 days in a row.

12. weight of snow

**We will not pay for:**

- domestic garages and outbuildings not constructed of brick, stone or concrete, or not roofed with tiles or slates, or
- fences, gates and hedges.

13. frost damage to water pipes and tanks

**We will not pay for:**

- plumbing that is outside or in an outbuilding, or
- the first £1,000 of any claim after **Your Home** has been **Unoccupied** for more than 45 days in a row.

## B. Buildings Cover Extensions included as standard

1. Replacement Locks

**We will pay** the necessary cost of replacing and fitting locks if the keys:

- to the outside doors of **Your Home** have been lost or stolen
- of alarm systems or domestic safes fitted in **Your Home** have been lost or stolen

Any claim for replacement locks may be made under Section 1 or Section 2 of this policy, if in force, but not under both.

**We will not pay for:**  
more than £1,000 for any claim

2. Fees and Clearance Costs

**We will pay:**

- chartered architects, surveyors, suitably qualified consultants and legal fees, which are necessary for **Us** to rebuild **Your Home**, **We** will not pay for fees for preparing any claim under the policy, and
- the costs of clearing the site and making it and the **Buildings** safe, if the fees and costs are necessary for **Us** to repair or rebuild the **Buildings** after damage covered under Section

3. Local Authority Requirements

**We will pay** the additional cost of rebuilding or repairing the damaged part of the **Buildings** only if this is necessary to comply with any government or local authority requirement after damage covered under Section 1.

**We will not pay:**  
if **You** have been told about the requirement before the damage happened.

## 4. Alternative accommodation, kennel fees and rent

- We will pay** if **Your Home** is not fit to be lived in as a result of damage for which a valid claim covered under Section 1 of the policy has been made:
- the reasonable and necessary cost of alternative accommodation for **You** and **Your** pets whilst **Your Home** is being repaired, or
  - if **You** rent out **Your** property, the amount of rent **You** would have received but have lost as a result of it being **Unoccupied** because of the damage.

**We will not pay:**  
more than £50,000 in total for any alternative accommodation, kennel fees or rent claims.

5. Cover between exchange and completion when selling **Your Home**

- If **You** are selling **Your Home**, the buyer will be covered under Section 1 up to the date the sale completes.

**We will not pay:**

- if the property is insured under any other policy
- after the sale has been completed, or
- for more than the amount insured by Section 1.

6. Emergency entries – **Buildings**

- We will pay** for loss of or damage to the **Buildings** caused when the fire brigade, police or ambulance services have to make a forced entry because of an emergency involving **You**.

## 7. Emergency entries – Gardens

- We will pay** for loss of or damage to garden landscaping caused when the fire brigade, police or ambulance services have to make a forced entry because of an emergency involving **You**.

**We will not pay:**

- the cost of any loss of or damage to **Your** household tanks, appliances or the fixed heating system, or
- the cost of repairing the source of the leak unless caused by loss or damage covered under Buildings Section 1.

**We will not pay** more than £5,000.

## 8. Trace and access

- We will pay** the cost of removing and replacing any part of the **Buildings** to find the source of any water escaping from tanks, pipes, appliances or the fixed heating system of the **Buildings** and the cost of repairing any burst pipes located.

**We will not pay:**  
for the first £1,000 of any claim after **Your Home** has been **Unoccupied** for more than 45 days in a row.

## 9. Service Pipes and Cables

- We will pay** for **Accidental Damage** to underground drains, pipes, cables and tanks which **You** are legally responsible for and which provide services to or from **Your Home**.

**We will not pay:**  
for the first £1,000 of any claim after **Your Home** has been **Unoccupied** for more than 45 days in a row.

## C. Property Owner's Liability

- We will pay** for all amounts **You** become legally liable to pay as damages, in **Your** capacity as owner of **Your Home** or any property formerly owned and occupied by **You** for residential purposes as a result of a claim made against **You** for:
- accidental death of or bodily injury to any person, and/or
  - accidental loss of or damage to any property,

which occurred during the **Period of Insurance** shown in **Your Schedule**.

The loss, damage, illness or injury must be caused solely by **You** as owner of **Your Home** or solely by **You** in connection with **Your Home** which **You** used to own and live in under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975. In the latter case **You** must not be covered by any other insurance, and must no longer be the owner of or have any interest in the property.

In addition **We** will pay costs and legal fees for defending **You**, as long as **We** have agreed to do so in writing beforehand.

**We will not pay for:**

- a) death of or bodily injury to **You** or any member of **Your** family or domestic staff
  - b) damage to property belonging to or in the custody or control of **You**, or **Your** domestic staff
  - c) any liability caused by any **Business**, or
  - d) any liability caused by an agreement, unless **You** would have been legally liable in the absence of that agreement.
- We** will not pay more than £2,000,000 for any claim

## D. Buildings Accidental Damage – (Optional)

This section is an optional extension to Buildings Section 1 and only applies if shown as **INCLUDED** on **Your Schedule**.

**We** will pay for **Accidental Damage** to the **Buildings**.

**We will not pay for:**

- a) damage caused by any domestic pets
- b) damage by a cause listed or specifically excluded in part A of Section 1
- c) the cost of maintenance and routine redecoration
- d) damage caused by the failure, wear and tear or lack of grouting or sealant
- e) damage caused by wear and tear, **Settlement**, shrinkage, vermin insects, fungus, weather conditions or any damage which happens gradually
- f) damage caused by building alterations, renovations, extensions or repairs
- g) damage by **Subsidence**, **Heave** or **Landslip**
- h) damage to swimming pools, ornamental ponds and fountains, tennis courts, other hard courts, drives, patios, terraces, walls, gates, fences, service tanks and central heating fuel storage tanks
- i) damage caused by, contributed to or arising from any kind of pollution and/or contamination
- j) damage caused by dryness, dampness extremes of temperature or exposure to light, or
- k) the first £1,000 of any claim after **Your Home** has been **Unoccupied** for more than 45 days in a row.

## E. The Basis of Settling Buildings Claims

1. If the **Buildings** are damaged by any cause insured under Section 1, **We** will at **Our** option:
  - a) manage and pay the costs of repairing or rebuilding the damaged part using **Our** own suppliers
  - b) pay the cost of repairing or rebuilding the damaged part using any other suppliers, or
  - c) make a cash payment which will not be more than a) above.
2. If the damage to the **Buildings** is not repaired or rebuilt **We** will at **Our** option pay the difference between the value of selling **Your** property on the open market immediately before the damage and its value after the damage.
3. **We** will not deduct any amount for wear and tear as long as at the time of damage the **Buildings** were in a good state of repair.
4. **If** at the time of damage the **Buildings** were not in a good state of repair **We** will deduct an amount to reflect wear and tear from the settlement method described above.

5.  **We will not pay for:**  
the cost of altering or restoring any undamaged part of the **Buildings**.

6.  **We will not pay for:**  
any drop in the market value of **Your** property resulting from rebuilding or repairing damage to **Your Buildings**.

7. The most **We** will pay for any claim will be the total **Sum Insured** shown in **Your Schedule** or the full rebuild cost of **Your Buildings** whichever is the lesser, plus any amounts due under parts B2, B3, and B4 of this Section 1.
8. **You** must pay the policy **Excess** shown in the **Schedule**, unless **We** have said otherwise.  
If **We** have appointed one of **Our** suppliers to deal with all or part of **Your** claim, they may be asked to collect the **Excess** directly from **You** on **Our** behalf.
9. The **Sum Insured** will not be reduced as a result of **Us** paying a claim except for a total loss.

10.  **We will not pay for:**  
the cost of replacing or altering any undamaged items solely because they form part of a set or suite, group or collection of items of a uniform design, nature or colour.

## F. Buildings Conditions

The following conditions apply to Section 1 Buildings.

 **We will not pay for:**

any loss or damage after **Your Home** has been **Unoccupied** for more than 45 days in a row unless the **Home** is inspected internally and externally at least every 7 days by a responsible adult and a record of these inspections is kept.

## Section 2 - Contents

This section only applies when shown as **INCLUDED** on **Your Schedule**.

### A. Loss or damage

We will pay for loss of or damage to the **Contents** in **Your Home** caused by the following:

1. fire, explosion, lightning, earthquake
2. smoke

**We will not pay for:**

loss or damage caused by smog, agricultural or industrial work or anything that happens gradually.

3. theft or attempted theft

**We will not pay for:**

- a) loss by deception, unless the only deception used is to get into **Your Home**
- b) loss of **Money** unless someone has used force and violence to get into or out of **Your Home**
- c) loss or damage caused by **You** or any paying guest or tenant
- d) loss or damage caused while **Your Home** or any part of it is lent or let unless someone has used force and violence to get into or out of **Your Home**
- e) the first £1,000 of any claim after **Your Home** has been **Unoccupied** for more than 45 days in a row
- f) theft if **You** live in a self contained flat and the theft is from any part of the building that other people have access to
- g) theft if **You** live in a non self contained flat, unless someone has broken into or out of the **Home** by using force and violence or has got into the **Home** by deception, or
- h) more than £3,000 for any **Contents** claim following a theft from **Your** garage(s) or outbuilding(s).

4. riot, civil commotion, labour disputes or political disturbance
5. storm or flood
6. **Subsidence** or **Heave** of the site on which the building of **Your Home** stands, or **Landslip**

**We will not pay for:**

- a) loss or damage caused by normal bedding down or shrinkage
- b) **Settlement** of newly made up ground
- c) loss or damage caused by coastal or river erosion, or
- d) loss or damage caused by demolition or structural changes or repairs to **Your Home**.

7. vandalism or malicious acts

**We will not pay for:**

- a) loss or damage caused by **You** or any paying guest or tenant
- b) the first £1,000 of any claim after **Your Home** has been **Unoccupied** for more than 45 days in a row.

8. collision involving an aircraft or flying object (including articles dropped from them), or **Vehicles** or animals

**We will not pay for:**

- a) loss or damage caused by birds, insects or pets
- b) loss or damage caused by falling trees or branches, or
- c) loss or damage caused by falling television and radio aerials (including satellite dishes) and their fittings.

9. water or oil escaping from any fixed water or heating installation, including underground drains and pipes, or from any domestic appliance or storage tank

**We will not pay for:**

- a) **Subsidence**, **Heave** or **Landslip** damage caused by escaping water or oil
- b) loss of or damage to tanks, pipes or heating systems themselves
- c) damage caused by the failure, wear and tear or lack of grouting or sealant, or
- d) loss or damage caused after **Your Home** has been **Unoccupied** for more than 45 days in a row unless for the period November to March inclusive the water supply is turned off at the mains, and all water tanks, pipes and apparatus are drained or a thermostatically controlled fixed heating system is used to maintain a minimum temperature of 58 degrees F (15 degrees C) at all times.

**You** must pay the amount of escape of water **Excess** shown in **Your Schedule**, or the first £1,000, whichever is the greater, after **Your Home** has been **Unoccupied** for more than 45 days in a row.

10. falling trees or branches
11. falling television and radio aerials, satellite dishes, including their fittings and masts.

## B. Contents Cover Extensions included as standard

1. Contents in the garden

- We will pay for loss of or damage to Your Contents from any cause listed under Section 2A Contents (and Section 2C Accidental Damage if shown as INCLUDED on Your Schedule) while in the open and inside the boundaries of Your Home.**

**We will not pay for:**

- a) loss of **Money**
- b) loss of or damage caused to **Bicycles**, or
- c) loss or damage caused after **Your Home** has been **Unoccupied** for more than 45 days in a row.

**We will not pay more than £1,000 for any claim. No Excess applies.**

2. Plants in the garden

- We will pay for loss of or damage to trees, shrubs, plants and lawns.**

**We will also pay for any design fees necessary to put right this loss or damage.**

**We will not pay for:**

- a) loss of or damage caused to trees, shrubs, plants and lawns as a result of the ground sinking (**Subsidence**) unless **Your Home** is damaged at the same time and by the same cause
- b) loss or damage caused by any pets, other animals, birds, insects, fungus, or frost
- c) trees, shrubs, plants or lawns that have died naturally or because **You** have not looked after them properly
- d) loss of or damage caused to trees, shrubs, plants and lawns on land not belonging to **Your Home**
- e) loss or damage caused by storm, flood, or weight of snow, or
- f) loss or damage caused after **Your Home** has been **Unoccupied** for more than 45 days in a row.

**We will not pay more than £250 for any one plant, shrub or tree.**

**We will not pay more than £1,000 for any claim. No Excess applies.**

3. Contents temporarily away from **Your Home**

- We will pay for loss of or damage to Contents from any cause insured under part A of Section 2 while the items are temporarily away from Your Home and inside the British Isles.**

**We will not pay for:**

- a) loss by deception
- b) loss of or damage caused to guests' effects
- c) loss caused by theft, vandalism or malicious acts
  - (i) in an occupied private **Home**
  - (ii) in a building where **You** work, or
  - (iii) unless force or violence has been used to enter the building
- d) **Personal Possessions**
- e) camping equipment
- f) **Money** whether used for personal or **Business** purposes, or
- g) **Bicycles**

**We will not pay more than £5,000 for any claim.**

4. Contents at university, college or boarding school

- We will pay for loss of or damage to Contents from any cause insured under part A of Section 2 while the items are temporarily away from Your Home and kept at Your lodgings while You are at university, college or boarding school in the British Isles.**

**We will not pay for:**

- a) loss or damage by a cause listed in or specifically excluded by B3 of this Section 2
- b) loss of **Money**
- c) loss by deception
- d) loss by theft unless force or violence has been used to enter **Your** lodgings, or
- e) loss of or damage to guests' effects.

**We will not pay more than £6,000 for any claim.**



## 5. Household removals

- We will pay** for loss of or damage to **Your Contents** by a cause listed under Section 2A **Contents** (and Section 2C **Accidental Damage** if shown as **INCLUDED** in **Your Schedule**) while they are being permanently removed from **Your Home** by professional furniture removers to any other private property **You** are going to live in inside the **British Isles**, including while they are temporarily stored for up to 72 hours.

 **We will not pay for:**

- a) loss of or damage caused to **Money**
- b) loss of or damage caused to china, glass, earthenware or other fragile items
- c) loss of or damage caused to **Bicycles**, or
- d) loss or damage caused to **Valuables**.

## 6. Alternative accommodation and storage

- Providing **You** live in the property and **Your Home** is not fit to be lived in as a result of a valid claim made under part A of Section 2 of this policy **We will pay**:
- a) the reasonable and necessary cost of alternative accommodation for **You** and **Your** pets while **Your Home** is being repaired;
  - b) the necessary cost of temporarily storing **Your Contents** while **Your Home** is being repaired.

 **We will not pay:**

more than £25,000 in total for any alternative accommodation and storage costs. **We will provide cover for Your Contents** as long as no other insurance is in place.

## 7. Oil and metered water

- We will pay** for the loss of oil from the domestic heating installation and loss of metered water caused by any cause insured under Part A of Section 2 of the policy.

 **We will not pay:**

more than £2,000 for any claim.

## 8. Replacement Locks

- We will pay** the necessary cost of replacing and fitting locks if the keys:
- a) to the outside doors of **Your Home** have been lost or stolen, or
  - b) of alarm systems or domestic safes fitted in **Your Home** have been lost or stolen

Any claim for replacement locks may be made under Section 1 or Section 2 of this policy, if in force, but not under both.

 **We will not pay:**

more than £1,000 for any claim.

## 9. Medical Equipment

- We will pay** for loss or damage covered under Section 2 Contents A 1 – 11 to specialist medical equipment that has been loaned to **You** by a hospital or a registered charity and for which **You** have been made responsible.

 **We will not pay for:**

more than £10,000 for any claim.

## 10. Title deeds

- We will pay** the necessary cost of preparing new title deeds to **Your Home** after loss or damage caused by anything insured by Part A of Section 2 while the deeds are at **Your Home**.

 **We will not pay:**

more than £1,000 for any claim.

## 11. Religious festivals

- For the period starting 30 days before and finishing 30 days after a religious festival (if within the **Period of Insurance** shown in **Your Schedule**), **We will increase the Sum Insured** shown in **Your Schedule** under Section 2 by 10% of the **Sum Insured** for **Contents**.

## 12. Wedding and civil partnership gifts

- For the period starting 30 days before and finishing 30 days after **Your** wedding day or **Your** civil partnership ceremony (if this is within the **Period of Insurance** shown in **Your Schedule**), **We** will increase the **Sum Insured** shown in **Your Schedule** under Section 2 by 10% of the **Sum Insured** for **Contents**.

## 13. Birth increase

- For the period starting 30 days before and finishing 30 days after the birth of **Your** child (if this is in the **Period of Insurance** shown in **Your Schedule**), **We** will increase the **Sum Insured** shown in **Your Schedule** under Section 2 by 10% of the **Sum Insured** for **Contents**.

## 14. Downloaded information

- We** will pay the cost of replacing information that **You** have bought and stored on **Your Home** computer, mobile phone or other portable entertainment devices that are lost or damaged as a result of any cause listed in Part A of this Section 2.

 **We will not pay for:**

- a) remaking a file, tape, disc, or
- b) rewriting the information contained on **Your Home** entertainment equipment.

**We** will not pay more than £1,000 for any claim.

## 15. Frozen and chilled foods

- We** will pay the cost of replacing any food in **Your** freezer or fridge, lost or damaged by the temperature rising or falling or the refrigerant or refrigerant fumes escaping.

 **We will not pay for:**

- a) any deliberate act of the electricity provider or its employees
- b) any claim when the freezer or fridge is over ten years old unless **You** can prove that the freezer or fridge has been regularly serviced
- c) any deliberate act or neglect by **You**, or
- d) loss or damage after **Your Home** has been **Unoccupied** for more than 45 days in a row.

**We** will not pay more than £1,000 for any claim.

16. Unauthorised use of **Credit Cards**

- We** will pay for amounts **You** become legally liable for as a result of unauthorised use of **Your Credits Cards** following loss or theft anywhere in the world.

 **We will not pay for:**

- a) loss of **Credit Cards** not reported to the police and issuing authority within 24 hours of discovery
- b) loss from unauthorised use by **You** or **Your** family
- c) loss from fraudulent use of **Your Credit Cards** by any unauthorised person unless **You** have complied with the terms and conditions under which the card was issued

**We** will not pay more than £1,000 for any claim.

## C. Occupier's and Personal Liabilities

- We** will pay all amounts **You** become legally liable to pay as damages in **Your** capacity as occupier of **Your Home**, or for any other reason, as a result of:

- a) accidental death of or bodily injury to any person, or
- b) accidental loss of or damage to property

which happened during the **Period of Insurance** shown in **Your Schedule**.

 **We will not pay:**

- a) in the event of the death of or bodily injury to **You** or **Your** domestic staff
- b) for damage to property belonging to or in the custody or control of **You** or **Your** domestic staff
- c) for claims caused by the following:
  - i) **You** owning any land or building or **You** occupying any land or building except **Your Home** or temporary holiday accommodation
  - ii) any **Business**, or
  - iii) an agreement unless that liability would have existed in the absence of that agreement,
- d) where **You** own, keep or use any:
  - i) **Vehicles** except ride on lawnmowers, electrically powered wheelchairs and mobility scooters, electrically powered children's ride on toys, electrically assisted bicycles and pedestrian controlled electrically powered

- golf trolleys while being used for their intended purpose and by a person for whom they were designed
  - ii) caravan while being towed
  - iii) watercraft, hovercraft, land yacht or any other wind powered or wind assisted **Vehicles**, windsurfers, kite boards and aircraft except hand-propelled craft or models
  - iv) animals except domestic pets
  - v) horses, donkeys or mules, or
  - vi) dangerous dogs as described under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1983 and any changes to that legislation, or
  - e) any communicable disease (one able to be passed from one person to another).
- We will not pay more than £2,000,000 for any claim.**

- In addition **We** will pay costs, expenses and legal fees for defending **You** so long as **We** have agreed to do so in writing beforehand. As owner of **Your Home You** may become legally liable for accidents involving **Your Buildings**. To protect yourself as a Home owner against third party liability claims **You** should get a separate cover which is usually supplied as a part of a Home Buildings insurance policy.

## D. Employer's Liability

- We** will pay all amounts which **You** become legally liable to pay for accidental death of or bodily injury to **Your Domestic Employees** during the **Period of Insurance** shown in **Your Schedule**.

**We will not pay:**  
more than £5,000,000 for any claim caused by one incident.

- We** will also pay costs, expenses and legal fees providing **We** have agreed to do so in writing beforehand.

## E. Tenant's Liability

- We** will pay all amounts **You** become legally liable to pay, as a tenant of **Your Home**, for damage caused to the **Buildings** during the **Period of Insurance** shown in **Your Schedule**, by any cause covered by Paragraph A of Section 1 of this policy and if **You** have chosen paragraph 2C of Section 2, **Accidental Damage** to:
- a) underground drains, pipes, cables and fixed tanks in the open for which **You** are legally responsible for and which provide services to or from **Your Home**;
  - b) fixed glass in windows, doors or roofs, fixed ceramic hobs or fixed Sanitary Fittings in **Your Home**.

**We will not pay:**

- a) Breakages caused by any paying guest or tenant, or
- b) Losses after **Your Home** has been **Unoccupied** for more than 45 days in a row.

For any claim resulting from one incident, **We** will not pay more than £5,000.


## F. The Basis of Settling Contents Claims

1. For any item of **Contents** that is lost or damaged **We** will at **Our** option:
  - a) replace or repair the item or part
  - b) pay the cost of replacing or repairing the item or part
  - c) if **We** can repair or replace the item or part but agree to make a cash payment instead it will not be more than the amount it would have cost **Us** to replace or repair the item using **Our** own suppliers, or
  - d) if no equivalent part or replacement item is available, pay the full cost of the item without any deduction, providing the **Sum Insured** is adequate.

2.  **We will not pay** more than:
  - a) the individual **Sum Insured** for any item
  - b) the amount shown in **Your Schedule** for any loss of or damage to **Valuables**
  - c) £500 for any one **Bicycle**
  - d) £3,000 for any one **Valuable** unless **Your Schedule** shows otherwise
  - e) the amount shown in paragraphs B1, B2, B3, B4, B6 and B13 of Section 2
  - f) £500 for guests' effects, or
  - g) £3,000 for theft of **Contents** while stored in any garage or any other outbuilding at **Your Home**.

3.  Having applied the limits above **We will not pay** more than the total **Sum Insured** for **Contents** shown in **Your Schedule**.

In addition to any other amount **We** will pay the amount shown in parts B2, B6, B7, B8 and B9 of this Section 2.

4.  **We will not pay** the cost of replacing or altering any undamaged item solely because it is part of a set, suite, group or collection of items of uniform design nature or colour.
5. **You** must pay the policy **Excess** shown in the **Schedule**, unless **We** have said otherwise.  
If **We** have appointed one of **Our** suppliers to deal with all or part of **Your** claim, they may be asked to collect the **Excess** directly from **You** on **Our** behalf.
6. The **Sum Insured** will not be reduced after **We** pay a claim unless the claim relates to the total loss of any item specified in **Your Schedule**.
7. If **You** claim for any item specified in **Your Schedule** **You** will need to give proof of the item's value. To help **You** do this **We** recommend that **You** keep photographs, instruction booklets and copies of any valuations and receipts.

## G. Contents Accidental Damage (Optional)

This section is an optional extension to Section 2 Contents and only applies when shown as **INCLUDED** on **Your Schedule**.

 **We** will pay for **Accidental Damage** to **Your Contents** in **Your Home**.

 **We will not pay for:**

- a) damage to **Bicycles** or **Money**
- b) damage by a cause listed in or specifically excluded by part A of this Section 2
- c) damage caused by the failure, wear and tear or lack of grouting or sealant
- d) food in freezers and fridges, clothing, contact lenses and stamps
- e) damage caused by weather conditions, moth, vermin, insects, domestic pets, fungus, damp, rust, wet or dry rot
- f) any loss that is not a direct result of the insured incident itself, or
- g) the first £1,000 of any claim after **Your Home** has been **Unoccupied** for more than 45 days in a row.

## H. Contents Conditions

The following conditions apply to Section 2 Contents

 **We will not pay for:**

loss or damage after **Your Home** has been **Unoccupied** for more than 45 days in a row unless the **Home** is inspected internally and externally at least every 7 days by a responsible adult and a record of these inspections is kept.

## Section 3 - Personal Possessions

This section only applies when shown as **INCLUDED** on **Your Schedule**.

### A. Loss or damage

- We will pay for accidental loss of or damage to **Personal Possessions** and any other item specified in the **Personal Possessions** section of **Your Schedule** while that property is anywhere in the world.

**We will not pay for:**

- a) loss of or damage to:
  - i) property more specifically insured by any other policy
  - ii) property held or used for any **Business**
  - iii) any **Sports Equipment** while it is in use
  - iv) any camping equipment while set up or in use and in the open
  - v) **Vehicles**, caravans, trailers, hovercraft or aircraft, sail boards, surf boards, jet skis and watercraft (except hand propelled or models) and their parts and accessories whether attached or not, except removable entertainment or navigation equipment while it is removed from the **Vehicle**
  - vi) any living creature
  - vii) contact, corneal or micro corneal lenses, hearing aids, dental appliances unless otherwise stated in **Your Schedule**, or
  - viii) guns caused by rusting or bursting or barrels.
- b) loss or damage caused by theft involving deception
- c) theft from an unattended motor **Vehicle** unless it is locked and any items are contained in the closed glove compartment or locked boot and concealed from view
- d) customs or other officials confiscating or keeping hold of some items
- e) loss or damage covered by Part A of Contents Section 2 of **Your** policy
- f) theft, attempted theft or malicious damage caused by **You** or any paying guest or tenant
- g) loss of value
- h) any loss that is not a direct result of the insured incident itself
- i) loss or damage caused by wear and tear, light, weather conditions, moth, vermin, insect, domestic pets, fungus, damp, rust, wet or dry rot or anything which happens gradually
- j) loss or damage caused by the process of cleaning, washing, repairing or restoring any item
- k) loss or theft **You** do not report to the local police within 48 hours of discovering the loss or theft
- l) theft or disappearance of **Valuables** from baggage unless such baggage is carried by hand and under **Your** personal supervision
- m) any amount over £2,000 in total in respect of theft or disappearance of **Valuables** from hotel or motel rooms during **Your** absence from such rooms
- n) loss of or damage to any **Bicycle** tyres or accessories unless the **Bicycle** is lost or damaged at the same time
- o) loss of or damage to any **Bicycle** whilst it is being used for professional racing, pace making or trials
- p) theft of any **Bicycle** when it is unattended and is not in a locked building or secured through the frame to an immovable object by a 'D'-shaped shackle lock designed for use with **Bicycles**, or
- q) more than £2,000 for any claim for theft from an unattended motor **Vehicle**.

### B. Personal Possessions Cover Extensions included as standard

- Money**

We will pay for theft or accidental loss of **Money** in **Your** custody or control anywhere in the world.



**We will not pay for:**

- a) shortages caused by mistake
- b) any loss in value
- c) losses not reported to the police within 24 hours of being discovered, or
- d) loss or damage by customs or other officials confiscating or keeping hold of items.

We will not pay more than the **Sum Insured** stated in **Your Schedule** for any claim.

No **Excess** applies.

## C. The Basis of Settling Personal Possessions Claims

1. For any **Personal Possession**, set or part of a set that is lost or damaged **We** will at **Our** option:
  - a) replace or repair the item or part
  - b) pay the cost of replacing or repairing the item or part
  - c) if **We** can repair or replace the item but agree to make a cash payment instead it will not be more than the amount it would have cost **Us** to replace or repair the item or part using **Our** own suppliers, or
  - d) if no equivalent part or replacement item is available, pay the full cost of the item without any deduction, providing the **Sum Insured** is adequate.
2.  **We will not pay** the cost of replacing or altering any undamaged item solely because it is part of a set, suite, group or collection of items of uniform design, nature or colour.
3.  **We will not pay** more than the total **Sum Insured** for **Personal Possessions** as shown in **Your Schedule** up to the following limits;
  - a) the individual **Sum Insured** for any item
  - b) £3,000 for any one item, set or collection unless **Your Schedule** states otherwise, or
  - c) £500 for any **Bicycle** unless it is a specified item.
4. Having applied the limits above **We** will not pay more than the total **Sum Insured** for **Personal Possessions** shown in **Your Schedule**, except in addition the amounts shown on **Your Schedule** for **Money** (paragraph B1 of this Section 3) if applicable.
5. **You** must pay the policy **Excess** shown in the **Schedule**, unless **We** have said otherwise.

If **We** have appointed one of **Our** suppliers to deal with all or part of **Your** claim, they may be asked to collect the **Excess** directly from **You** on **Our** behalf.

If **You** claim for any item specified in **Your Schedule** **You** will need to give proof of the item's value. To help **You** do this **We** recommend that **You** keep photographs, any instruction booklets and copies of valuations and receipts.



## Section 4 - Family Legal Protection

This section only applies when shown as **INCLUDED** on Your **Schedule**.

### Family Legal Protection provides:-

- 24/7 Legal Advice
- Insurance for legal costs for certain types of disputes

### Legal Helpline

Use the 24 hour advisory service for telephone advice on any private legal problem of concern to **You** or any member of your household.

Simply telephone **0344 770 1040** and quote '**Modus**'.

For **Our** joint protection telephone calls may be recorded or monitored.

### Terms of Cover

This section is managed and provided by Arc Legal Assistance Limited. It is underwritten by Inter Partner Assistance SA, on whose behalf **We** act.

If a claim is accepted under this section, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives' fees unless it is necessary to commence court proceedings or a **Conflict of Interest** arises. Where it is necessary to start court proceedings or a **Conflict of Interest** arises and you want to use a legal representative of **Your** own choice, **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**.

The insurance covers **Costs** as detailed under the separate sections of cover, less any **Excess** up to the **Maximum Amount Payable** where:

- a) the **Insured Incident** takes place in the **Insured Period** and within the **Territorial Limits**, and
- b) 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**.

### Definitions

#### The following definitions apply only to Section 4 Family Legal Protection

Wherever words appear in bold with a capital letter in this document they will have the following meanings.

1. **Adviser**  
**Our** specialist panel solicitors 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**.
2. **Advisers' Costs**  
Legal fees and disbursements incurred by the **Adviser**.
3. **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.
4. **Adverse Possession**  
The process by which a person who is not the legal owner of land can become the legal owner by possessing the land for a specific period of time.
5. **Costs**  
**Standard Advisers' Costs** and **Adverse Costs**.
6. **Conflict of Interest**  
Situations where **We** administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.
7. **Contract of Employment**  
A contract of service, whether express or implied, and (if it is express) whether oral or in writing.

**8. Employee**

An individual who has entered into or works under (or, where the employment has ceased, worked under) a **Contract of Employment**.

**9. Excess**

The amount that **You** must pay towards the cost of any claim as stated below:-

**Employment Disputes & Property Infringement:** £100

**All other sections:** Nil

The **Excess** shall be paid to and at the request of the **Adviser**.

**10. 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.

**11. Identity Fraud**

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.

**12. Insurer**

Inter Partner Assistance SA, a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.

**13. 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 Personal **Identity Fraud** 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.

**14. Insured Period**

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

**15. Legal Action(s)**

- a) The pursuit or defence of civil legal cases for damages and/or injunctions, specific performance or;
- b) The defence of criminal prosecutions to do with **Your** employment

**16. Maximum Amount Payable**

The maximum payable in respect of an **Insured Incident** is stated below:

**All sections:** £60,000

**17. Standard Advisers' Costs**

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

**18. Territorial Limits**

Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.

**19. We/Us/Our**

Arc Legal Assistance Limited.

**20. 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 adviser 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.

## Cover

### A. Consumer Pursuit

**What is insured**

**Costs** to pursue a **Legal Action** following a breach of a contract **You** have for buying or renting goods or services for **Your** private use. The contract must have been made after **You** first purchased this insurance unless **You** have held this or equivalent cover with **Us** or another insurer continuously from or before the date on which the agreement was made.

**We will not pay for:**

**Claims**

- a) where the amount in dispute is below £250 plus VAT

- b) where the breach of contract occurred before **You** purchased this insurance
- c) involving a vehicle owned by **You** or which **You** are legally responsible for
- d) arising from a dispute with any government, public or local authority
- e) arising from the purchase or sale of **Your** main home
- f) relating to a lease tenancy or licence to use property or land
- g) 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
- h) relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **You**
- i) directly or indirectly arising from planning law, or
- j) directly or indirectly arising from constructing buildings or altering their structure for **Your** use

## B. Consumer Defence

### What is insured

**Costs** to defend a **Legal Action** brought against **You** following a breach of a contract **You** have for selling **Your** own personal goods. The contract must have been made after **You** first purchased this insurance unless **You** have held this or equivalent cover with **Us** or another insurer continuously from or before the date on which the agreement was made.

### We will not pay for:

#### Claims

- a) where the amount in dispute is below £250 plus VAT
- b) where the breach of contract occurred before **You** purchased this insurance
- c) involving a vehicle owned by **You** or which **You** are legally responsible for
- d) arising from a dispute with any government, public or local authority
- e) arising from the sale or purchase of **Your** main home, or
- f) relating to a lease tenancy or licence to use property or land

## C. Personal Injury

### What is insured:

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

### We will not pay for:

#### Claims

- a) arising from stress, psychological or emotional injury
- b) arising from illness, personal injury or death caused gradually and not caused by a specific sudden event, or
- c) involving a vehicle owned or driven by **You**

## D. Employment Disputes

### What is insured:

**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) against an employer or ex-employer for breach as an **Employee** of **You**:

- a) **Contract of Employment**; or
- b) legal rights under employment laws.

### We will not pay for:

#### Claims

- a) where the breach of contract occurred within the first 90 days after **You** first purchased this insurance unless **You** have held equivalent cover with **Us** or another insurer continuously for a period of at least 90 days leading up to when the breach of contract first occurred
- b) for a dispute with an employer or ex-employer unless it is pursued in an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man)
- c) for **Standard Advisers' Costs** of any disciplinary investigatory or grievance procedure connected with **Your Contract of Employment** or the costs associated with any settlement agreement
- d) where the breach of contract is alleged to have commenced or to have continued after termination of **Your** employment, or
- e) for an allegation of less favourable treatment between men and women in terms of pay and conditions of employment

## E. Property Infringement

### ✔ What is insured:

**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.

### ✘ We will not pay for:

#### Claims

- a) where the nuisance or trespass started within the first 180 days after **You** first purchased this insurance unless **You** have held equivalent cover with **Us** or another insurer continuously for a period of at least 180 days leading up to when the nuisance or trespass first started
- b) in respect of works undertaken or to be undertaken by or under the order of any government or public or local authority
- c) for **Adverse Possession**
- d) in respect of a contract **You** have entered into
- e) directly or indirectly arising from planning law
- f) directly or indirectly arising from constructing buildings or altering their structure for **Your** use, or
- g) directly or indirectly arising from:
  - i. subsidence meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building
  - ii. heave meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground
  - iii. land slip meaning downward movement of sloping ground, or
  - iv. mining or quarrying

## F. Property Damage

### ✔ What is insured:

**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.

### ✘ We will not pay for:

#### Claims

- a) in respect of works undertaken or to be undertaken by or under the order of any government or public or local authority
- b) in respect of a contract **You** have entered into
- c) directly or indirectly arising from planning law
- d) directly or indirectly arising from constructing buildings or altering their structure for **Your** use, or
- e) directly or indirectly arising from:
  - i. subsidence meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building
  - ii. heave meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground
  - iii. land slip meaning downward movement of sloping ground, or
  - iv. mining or quarrying

## G. Property Sale and Purchase

### ✔ What is insured:

**Costs** to pursue or defend a **Legal Action** arising from a breach of a contract for the sale or purchase of **Your** main home.

### ✘ We will not pay for:

#### Claims

- a) where **You** have purchased this insurance after the date **You** completed the sale or purchase of **Your** main home
- b) where the amount in dispute is below £500 plus VAT
- c) directly or indirectly arising from planning law, or
- d) directly or indirectly arising from constructing buildings or altering their structure for **Your** use

## H. Tax

### What is insured:

**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:

- a) maintained proper, complete, truthful and up to date records
- b) made all returns at the due time without having to pay any penalty, or
- c) provided all information that the HM Revenue and Customs reasonably requires

### We will not pay for:

#### Claims

- a) where:
  - i. deliberate misstatements or omissions have been made, to the authorities
  - ii. income has been under-declared because of false representations or statements by **You**, or
  - iii. **You** are subject to an allegation of fraud
- b) for **Standard Advisers' Costs** for any amendment after the tax return has initially been submitted to the HM Revenue and Customs, or
- c) for enquiries into aspects of **Your** Tax Return (Aspect Enquiries)

## I. Personal Identity Fraud

### What is insured:

**Costs** arising from **Identity Fraud**:-

- a) to defend **Your** legal rights and/or take steps to remove County Court Judgments against **You** that have been obtained by an organisation from which **You** are alleged to have purchased, hired or leased goods or services. Cover is only available if **You** deny having entered in to the contract and allege that you have been the victim of **Identity Fraud**
- b) 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 Fraud**, or
- c) 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 Fraud**

### We will not pay for:

#### Claims

- a) where **You** have not been the victim of **Identity Fraud**
- b) where **You** did not take action to prevent **Yourself** from further instances of **Identity Fraud** following an **Insured Incident**
- c) where the **Identity Fraud** has been carried out by somebody living with **You**, or
- d) 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.

## J. Criminal Prosecution Defence

### What is insured:

**Costs** in a **Legal Action** to defend **Your** legal rights arising out of **Your** work as an **Employee** in a prosecution brought against **You** in a court of criminal jurisdiction other than a prosecution arising from the ownership or use of a motor vehicle.

### We will not pay for:

#### Claims

- a) for **Costs** where **You** are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy
- b) following an allegation of violence or dishonesty, or
- c) for **Standard Advisers' Costs** incurred in excess of any costs **You** are able to recover under a Defendants Costs Order

## K. Social Media Defamation

### What is insured:

Following defamatory comments made about **You** through a social media website, **Standard Advisers' Costs** to write one letter to the provider of the Social Media website requesting that the comments are removed. Where the authors' identity of the defamatory comments is known, **You** are also covered for **Standard Advisers' Costs** to write one letter to the author requesting that the comments are removed from the social media website.

 **We will not pay for:**

**Claims**

Where **You** are not aged 18 years or over.

## General Exclusions

The following exclusions apply only to Section 4 Family Legal Protection

**1. There is no cover where:**

- a) **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
- b) an estimate of **Advisers' Costs** of acting for **You** is more than the amount in dispute, or
- c) **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:**

- a) claims over loss or damage where that loss or damage is insured under any other insurance
- b) claims made by or against **Your** insurance adviser, the **Insurer**, the **Adviser** or **Us**
- c) any claim **You** make which is false or fraudulent or exaggerated
- d) defending **Legal Actions** arising from anything **You** did deliberately or recklessly, or
- e) **Costs** if **Your** claim is part of a class action or will be affected by or will affect the outcome of other claims

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

- a) a dispute between **You** and someone **You** live with or have lived with
- b) **Your** business trade or profession other than as an **Employee**
- c) an application for a judicial review, or
- d) 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

The following conditions apply only to Section 4 Family Legal Protection

**1. Claims**

- a) **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 section if, as a result of a delay in reporting the claim, **Our** position has been prejudiced. Claims relating to Personal **Identity Fraud** must be reported within 45 days of **You** becoming aware of the incident.
- b) **We** may investigate the claim and take over and conduct the legal 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.

- c) the **Adviser** will:-
  - i. provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained.
  - ii. keep **Us** fully advised of all developments and provide such information as **We** may require.
  - iii. keep **Us** advised of **Advisers' Costs** incurred.
  - iv. advise **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are not accepted cover under this insurance shall be withdrawn unless **We** agree in **Our** absolute discretion to allow the case to proceed.
  - v. submit bills for assessment or certification by the appropriate body if requested by **Us**, or
  - vi. attempt recovery of costs from third parties.
- d) in the event of a dispute arising as to **Advisers' Costs** **We** may require **You** to change **Adviser**.
- e) **The Insurer** shall only be liable for **Advisers' Costs** for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- f) **You** shall supply all information requested by the **Adviser** and **Us**.
- g) **You** are responsible for all 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**, or



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

## 2. Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a 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:

- a) being able to recover the amount of money at stake
- b) being able to enforce a judgement
- c) being able to achieve an outcome which best serves **Your** interests

## 3. Other insurances

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

## 4. Cancellation by Us

**We** have the right to cancel **Your** policy at any time by giving **You** 14 days' notice in writing where there is a valid reason for doing so. **We** will send **Our** cancellation letter to the latest address **We** have for **You**. Valid reasons may include but are not limited to:

- a) where **You** are required, in accordance with the terms of this policy, to co-operate with **Us**, or send **Us** information or documentation and **You** fail to do so in a way that substantially affects **Our** ability to process **Your** claim, or deal with **Your** policy
- b) where there are changes to **Your** circumstances which mean **You** no longer meet **Our** criteria for providing Home insurance, or
- c) where **You** have used threatening or abusive behaviour or language or **You** have intimidated or bullied **Our** staff or suppliers.

If **We** cancel **Your** policy **We** will return the premium paid less the amount for the period the policy has been in force.

## 5. Cancellation by You

**You** may cancel **Your** policy any time by contacting **Your** insurance adviser.

If **You** cancel **Your** policy before it is due to start **We** will return any premium paid in full.

If **You** cancel within 14 days of **Your** policy starting or within 14 days of **You** receiving **Your** documents (whichever is the later) **We** will return any premium paid in full. If **You** cancel after those 14 days have passed **We** will return any premium paid as shown in **Your Schedule** less an amount for the period the policy has been in force.

## 6. Cancellation on renewal

If **You** cancel before the new **Period of Insurance** is due to start **We** will return any premium paid in full.

If the new **Period of Insurance** has started and **You** cancel within 14 days of **Your** policy starting or within 14 days of receiving **Your** renewal documents (whichever is the later) **We** will return any renewal premium paid in full.

## 7. Disputes

Subject to **Your** right to refer a complaint to 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.

## 8. English Law and Language

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

# General Information

The following information applies to Section 4 - Family Legal Protection

## How to make a claim

As soon as **You** have a legal problem that **You** may require assistance with under this insurance **You** should telephone the Legal Helpline on **0344 770 1040** and quote '**Modus**'.

Specialist lawyers are at hand to help **You**. If **You** need a lawyer to act for **You** and **Your** problem is covered under this insurance, the helpline will ask **You** to complete and submit a claim form online by visiting [www.arclegal.co.uk/informationcentre](http://www.arclegal.co.uk/informationcentre)

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

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.

## Data Protection Act

**Your** details and details of **Your** insurance cover and claims will be held by **Us** and or the **Insurer** for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

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

Inter Partner Assistance in the UK is a branch of Inter Partner Assistance SA ('IPA'). IPA is authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority in the UK. Details about the extent of IPA's regulation by the Financial Conduct Authority are available from IPA on request. IPA is listed on the Financial Services Register under number 202664. This can be checked by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

### **IPA address details are:**

Inter Partner Assistance  
The Quadrangle  
106-118 Station Road  
Redhill  
Surrey RH1 1PR  
Registered No: FC008998

## Section 5 - Home Emergency

This section only applies when shown as **INCLUDED** on **Your Schedule**.

This section provides assistance in the event of certain **Home Emergencies**, which impact the safety and security of **Your Home**, potentially rendering it uninhabitable.

This cover 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.

This section provides assistance in the event of the **Emergencies** outlined in the table below.

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

### Status disclosure

This section is administered by Arc Legal Assistance Limited, The Gatehouse Lodge Park, Lodge Lane, Colchester, Essex, CO4 5NE. UK registration number 04672894

This section is provided on behalf of Modus Underwriting Limited, which is authorised and regulated by the Financial Conduct Authority. Its registered office is at 85 Gracechurch Street, London, EC3V 0AA

It is registered in England no: 09269358

This section is underwritten 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 Conduct Authority

Register number is 202664.

**You** can check this on the Financial Conduct Authority's Register by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

AXA Assistance (UK) Limited provides the services described in this section.

This section 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**.

### General Information

The following information applies to Section 5 – Home Emergency

This document sets out the terms and conditions of **Your** cover and it is important that **You** read it carefully. The amount of cover **You** hold is shown in the accompanying policy **Schedule**.

If **We** make any changes to **Your** policy cover limit, these will be confirmed to **You** separately in writing.

Each section of this document explains what is and is not covered. There are also general exclusions that apply to this section of cover, and there are general conditions that **You** must follow for the section to cover **Your** claim.

### How to make a claim.

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

**You** may not claim under a new policy for the first 14 days unless **You** are renewing an existing policy.

Are **You** having one of the following **Emergencies**?

- Plumbing and Drainage.
- Failure of internal electrics.
- Security (i.e. glazing & locks).
- Pests.
- Gas supply pipe.
- Boiler & heating system.
- Roofing.

If so, to obtain assistance, contact the 24 hour **Emergency** Helpline on: 0333 999 7520

Please have as much information as possible to hand including **Your** policy number, to enable **Us** to assist **You** as quickly as possible.

## What will happen next:

- If **You** suffer an **Emergency** at **Your Home**, **You** should tell **Us** on the **Emergency** telephone number. **We** will then:
- Advise **You** how to protect **Yourself** and **Your Home** immediately;
- Validate **Your** policy and arrange for one of **Our Authorised Contractors** to get in touch with **You** to make an appointment or to settle **Your** claim on a **Reimbursement Basis**;
- **We**, along with **Our Authorised Contractors** under **Our** delegated authority, will then manage **Your** claim from that point onwards and keep **You** updated throughout **Your** claim journey;
- **We** will organise and pay up to £500 per claim including VAT, call out, labour, parts and materials to carry out an **Emergency Repair**;
- In the event of **Your Home** becoming uninhabitable and remaining so because of a covered event, **We** will contribute up to £200 inc VAT towards the cost of **Your** (including **Your** pets) accommodation including transport, on a **Reimbursement Basis**;
- **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.

Claims under this section can only be made by **You**, **Your** immediate family, lodger or anyone calling on **Your** behalf.

If the **Emergency Repair** costs more than £500 **We** will require **You** to contribute the difference or subject to **Our** prior agreement and on receipt of **Your** engineer's fully itemised and paid invoice, **We** would pay **You** up to £500 inc. VAT as a contribution to a repair which **You** will arrange **Yourself**, taking account of costs already reasonably incurred by **Our** authorised contractor, for the initial visit.

This will be in full and final settlement of **Your** claim.

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, although **You** may find that this is covered under **Your** buildings insurance.

In some circumstances **We** may find it difficult to deploy an authorised contractor to attend **Your 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 refund the cost of **Your** contractor up to £500 inc. VAT.

Please provide a fully itemised invoice or receipt from **Your** own contractor to support **Your** claim for reimbursement. 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 section.

## 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.

## Getting Our claims costs back

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 section 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 use new parts or parts that have been reconditioned by the manufacturer or approved third parties.

**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 **Your Home** is safe and if required, **We** will arrange for **You** to receive a quotation for a suitable replacement item at **Your** cost.

## Definitions

### The following definitions apply only to Section 5 Home Emergency

Wherever words appear in bold with a capital letter in this section they will have the following meanings.

1. **Authorised Contractor**  
A tradesperson authorised by **Us** to assess **Your** claim, and carry out repairs in **Your Home** under this section and under **Our** delegated authority.
2. **Covered / Insured Events**  
**Emergency** to essential services in **Your Home** listed in the section below headed "What is covered".
3. **Emergency**  
A sudden and unforeseen incident in **Your Home** which immediately; exposes **You** or a third party to a risk to health or; Creates a risk of loss or damage to **Your Home** and/or any of **Your** belongings or; makes **Your Home** uninhabitable.
4. **Emergency Repairs**  
Work undertaken by an authorised contractor to resolve the **Emergency** by completing a **Temporary Repair**.
5. **Home**  
The house or flat shown on **Your** policy **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.
6. **Insured / You / Your**  
**You**, the policyholder, and /or any member of **Your** immediate family normally living at **Your Home**.
7. **Period of Insurance**  
One year from the start or renewal date shown on **Your** policy **Schedule**. If a mid-term adjustment has been made, the date on **Your** new policy **Schedule**.
8. **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 £500 inc. VAT as a contribution to a repair which **You** will arrange **yourself**. This will be in full and final settlement of **Your** claim.
9. **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.
10. **Trace and Access**  
Damage resulting from gaining necessary access to the **Emergency** or reinstating the fabric of **Your Home**.
11. **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**.
12. **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 section using **Authorised Contractors**.

## Cover

### ✔ What is covered:

We will only pay for the **Emergency Repair**. The **Emergencies A – J** listed below are covered under this section:

### ✘ We will not pay:

for any damage caused by the **Emergency**.

There are conditions and exclusions, listed below, which 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 section.

## A. Plumbing

### ✔ What is covered:

An **Emergency** relating to:

- a) the internal hot and cold water pipes between the main internal stopcock and the internal taps
- b) the cold water storage tank
- c) flushing mechanism of a toilet, or
- d) a leak from:
  - i. **Your** toilet
  - ii. pipes leading to and from the shower or bath
  - iii. internal section of the overflow pipe, or
  - iv. central heating water pipes.

### ✘ We will not pay for:

- a) any dripping tap/nozzle or any other part of the plumbing or drainage system where the water is safely escaping down a drain
- b) replacing external overflows, cylinders, hot and cold water storage tanks, radiators, immersion tanks and sanitary ware including sinks and basins
- c) burst or leaking flexible hoses along with breakdown, leak or damage to domestic appliances such as dishwashers and washing machines
- d) septic tanks, swimming pools and hot tubs
- e) repair to, or replacement of, all pipe work outside the **Home**
- f) dealing with temporarily frozen pipes, or
- g) damage resulting from gaining necessary access to the **Emergency** or reinstating the fabric of **Your Home**. Otherwise known as **Trace and Access**.

## B. Drainage

### ✔ What is covered:

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:

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

### ✘ We will not pay for:

- a) repairs to drains that are the responsibility of the local water authority (even if they are within the boundaries of the **Home**)
- b) repairing, replacing manholes, soakaways, septic tanks (clearing or emptying), cesspits, treatment plants and their outflow pipes, guttering and downpipes
- c) regularly cleaning **Your** drains and any descaling of **Your** drains
- d) removing, replacing or repairing any part of the drain which is damaged but does not result in the total blockage of the drain
- e) repairing or unblocking drains which are used for commercial purposes
- f) making access to drain systems points of entry (such as manhole covers) if these have been built over
- g) drain clearance due to installation faults or misuse of drains such as flushing baby wipes down the drain, grease or cooking oil, or
- h) damage resulting from gaining necessary access to the **Emergency** or reinstating the fabric of **Your Home**. Otherwise known as **Trace and Access**.

## C. Failure of internal electrics

### ✓ What is covered:

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

### ✗ We will not pay for:

- a) failure of burglar/fire alarm systems, CCTV surveillance or swimming pools and their plumbing or filtration systems. Also shower units, replacement of light bulbs and fuses in plugs;
- b) repair to, or replacement of, electrical appliances such as cookers, all electrical wiring and infrastructure outside the **Home**.

## D. Security

### ✓ What is covered:

#### Windows

Broken and cracked windows which result in the **Home** not being secure.

**We** will undertake an **Emergency Repair** using boarding or similar material to resolve the immediate security risk.

#### Keys and locks

- a) gaining access to, or securing **Your Home** through an external door where **You** have no alternative due to:
  - i. lost or damaged keys
  - ii. stolen keys, or
  - iii. failure of the external locking mechanism to the door
- b) damage to locks on external doors or windows caused by vandalism, theft or attempted theft where **You** are unable to secure **Your Home**, or
- c) replacement of a single set of keys (if this is the only alternative to resolve the **Emergency**).

### ✗ We will not pay for:

- a) fences, outbuildings and detached garages: damage to windows, doors or locks, or
- b) double glazing where one pane is broken but the other is intact and the **Home** is therefore secure.

## E. Pests

### ✓ What is covered:

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

### ✗ We will not pay for:

pests found outside **Your Home**, such as in detached garages and outbuildings.

## F. Internal gas pipe

### ✓ What is covered:

A leak from the internal gas supply pipe in **Your Home** between the meter and a gas appliance. **We** will repair or 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.

### ✗ We will not pay for:

- a) restoration of gas supply is not included. Please contact **Your** Utility Company who will be able to arrange this for **You**
- b) corrosion of the gas supply pipe due to natural wear and tear or methods used to conceal the pipe work, such as under a concrete floor, without adequate protection, or
- c) damage resulting from gaining necessary access to the **Emergency** or reinstating the fabric of **Your Home**. Otherwise known as **Trace and Access**.

## G. Boiler and heating system

### ✓ What is covered:

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

**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.

Included:

- domestic gas boiler within **Your 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, or
- claims related to other forms of primary heating, such as renewable technologies in **Your 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;

**We will not pay for:**

- commercial boilers or heating systems with an output of over 60kW/hr
- any heating system which is not wholly situated within **Your 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, as well as repairs that require a power flush of **Your** boiler or main heating system, or
- any repair or replacement of under floor heating systems, warm air units, air or ground source heat pumps.

## H. Boiler and heating system – beyond economical repair

**What is covered:**

- if in the opinion of **Our Authorised Contractor**, **We** are unable to repair **Your** boiler/hot water system, **We** will pay **You** £250 towards buying a replacement boiler or heating system. This can be claimed on a **Reimbursement Basis** within 90 days of **Our** attendance at **Your Home**;
- 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 not pay for:**

- 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
- 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, or
- if **You** are a landlord, **We** would not be able to work on the boiler and/or heating system if **You** are unable to provide **Us** with the most recent and valid CP12 document or Landlord Certificate.

## I. Temporary heating

**What is covered:**

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**. These heaters are **Yours** to keep.

Alternatively **We** can deliver two temporary heaters to **Your Home**.



## J. Roofing

### ✓ What is covered:

Sudden or unforeseen roofing problems such as leaks or tiles blown off during a storm or bad weather.

We will undertake an **Emergency Repair** using a tarpaulin or similar material to resolve the immediate **Home Emergency**.

### ✗ We will not pay for:

- a) replacing tiles (unless this is the only way to contain the **Emergency**)
- b) water ingress due to poor roof maintenance or wear and tear, or
- c) damage caused to property and/or contents as a result of water ingress.

## General Exclusions

The following exclusions apply only to Section 5 Home Emergency

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 **Your 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 30 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 **Your 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. This insurance does not cover 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. Damage resulting from gaining necessary access to the **Emergency** or reinstating the fabric of **Your Home**. Otherwise known as **Trace and Access**
17. 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
18. 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**, or
19. **We** reserve the right to decline to renew this section.

## General Conditions

The following conditions apply only to Section 5 Home Emergency

### 1. Cancellation by Us

**We** have the right to cancel **Your** policy at any time by giving **You** 14 days' notice in writing where there is a valid reason for doing so. **We** will send **Our** cancellation letter to the latest address **We** have for **You**. Valid reasons may include but are not limited to:

- a) where **You** are required, in accordance with the terms of this policy, to co-operate with **Us**, or send **Us** information or documentation and **You** fail to do so in a way that substantially affects **Our** ability to process **Your** claim, or deal with **Your** policy
- b) where there are changes to **Your** circumstances which mean **You** no longer meet **Our** criteria for providing Home insurance, or
- c) where **You** have used threatening or abusive behaviour or language or **You** have intimidated or bullied **Our** staff or suppliers.

If **We** cancel **Your** policy **We** will return the premium paid less the amount for the period the policy has been in force.

### 2. Cancellation by You

**You** may cancel **Your** policy any time by contacting **Your** insurance adviser.

If **You** cancel **Your** policy before it is due to start **We** will return any premium paid in full.

If **You** cancel within 14 days of **Your** policy starting or within 14 days of **You** receiving **Your** documents (whichever is the later) **We** will return any premium paid in full. If **You** cancel after those 14 days have passed **We** will return any premium paid as shown in **Your** Schedule less an amount for the period the policy has been in force.

### 3. Cancellation on renewal

If **You** cancel before the new **Period of Insurance** is due to start **We** will return any premium paid in full.

If the new **Period of Insurance** has started and **You** cancel within 14 days of **Your** policy starting or within 14 days of receiving **Your** renewal documents (whichever is the later) **We** will return any renewal premium paid in full.

### 4. Fraud, misrepresentation and non-disclosure

If **We** find that **You**, anybody insured by this policy or anyone acting for **You** has:

- knowingly failed to answer questions correctly, or has misrepresented the answer to questions or any information given, or has manipulated any answers provided to online questions, and these answers would have affected the decision to provide **You** with cover, or the terms and conditions of cover or the premium required
- misled **Us** in any way for the purpose of obtaining insurance, or obtaining more favourable terms, or obtaining a reduced premium or influencing **Us** to accept a claim
- made a fraudulent or false claim in full or in part, misrepresented any answers to questions or any information given in order to influence **Us** to accept a claim, exaggerated the amount of the claim or provided false or invalid documents in support of a claim, or
- withdrawn a claim, had a claim refused or declined or had a policy cancelled or made void following an allegation or suggestion of fraud by **Us** or another insurer;

**We** may;

- cancel or void **Your** policy and all other policies which **You** hold with **Us** from the date of the fraud, misrepresentation or non disclosure and retain any premium **You** have paid for the policy
- refuse to pay the whole of **Your** claim if any part is in any way fraudulent, false or exaggerated and recover from **You** any costs **we** have incurred, or
- amend **Your** policy details to record the correct information, collect any additional premium due and charge administration costs.

### 5. Use of Your Personal Data

Please read the paragraphs below, which define how **We** Modus Underwriting Limited and the insurer (Inter Partner Assistance SA) use information about **You** for the purpose of providing **You** with insurance services and additional products and services.

**We**, Modus Underwriting Limited and the insurer appreciate the importance of the protection, confidentiality and security of **Your** information.

#### Personal Information

By purchasing **Our** products and services, **You** agree that **We** and the insurer(s) may:

- a) disclose and use information about **You** and **Your** insurance cover to companies within the AXA group of companies, to its service providers and agents in order to administer and service **Your** insurance cover, collect payments for fraud prevention and otherwise as required by applicable law

- b) monitor and/or record **Your** telephone calls in relation to cover to ensure consistent servicing levels and account operation, or
- c) undertake all of the above within and outside the United Kingdom and the European Union. This includes processing **Your** information in other countries in which data protection laws are not as comprehensive as in the European Union. However, **We**, Modus Underwriting Limited and the insurer(s) have taken appropriate steps to ensure the same (or equivalent) level of protection for **Your** information in other countries, as there is in the European Union.

If **You** want to know what information is held about **You** by Modus Underwriting Limited please write to:  
Modus Underwriting Limited, 85 Gracechurch Street, London, EC3V 0AA.

If **You** want to know what information is held about **You** by Inter Partner Assistance or AXA Assistance, please write to **Us** at:

Data Protection Officer  
The Quadrangle  
106-118 Station Road  
Redhill RH1 1PR

There may be a charge for this service, as permitted by law. Any information which is found to be incorrect will be corrected promptly. Information about **You** is only held for so long as it is appropriate for the above.

**Alternative Format**

Please contact **Us** in writing if **You** would like to receive these terms and conditions in an alternative format, for example on audio tape or in large print.



## Home Insurance Plus

Modus is a trading name of Modus Underwriting Limited. Registered 9269358.  
Registered Address: 85 Gracechurch Street, London EC3V 0AA.  
Modus Underwriting Limited is an Appointed Representative of CFC Underwriting Limited  
which is authorised and regulated by the Financial Conduct Authority FRN:312848.  
For more information on the Financial Conduct Authority, visit <http://www.fca.org.uk/>