



Home insurance for elegant properties

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Important Information

Wherever words appear in **bold** type in this policy, **schedule** or any **endorsement** relating to this policy, other than in titles and paragraph headings, they will have the meanings shown in the Definitions Section of this policy unless otherwise stated.

This policy of insurance, **schedule** and any **endorsement** applying to **your** policy forms **your** 22 Home insurance for elegant properties insurance document. This document sets out the conditions of the contract between **you** and **us**.

When drawing up this insurance, **we** have relied on the information and statements which **you** gave in the proposal form or statement of fact on the date shown in the **schedule**. The information that **you** have provided to **us** has been used to determine not only acceptance of **your** insurance requirements but also the premium payable and any additional conditions, exclusions and/or terms that **we** believe are necessary. It is therefore imperative that, when providing this information to **us**, **you** take care not to misrepresent any information and to give **us** all the information **you** are asked for.

This insurance relates **ONLY** to those sections which are shown in the **schedule** as being included and each **home** included under this insurance is considered to be covered as if separately insured.

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

This is a legally-binding contract of insurance between **you** and **us**. This insurance does not give or intend to give rights to anyone else. No one else has the right to enforce any part of this insurance.

Please read the whole document carefully and keep it in a safe place. It is important that:

- **you** check that the information contained in the **schedule** is accurate and that the **schedule** reflects the coverage Sections **you** have requested;
- **you** notify **your broker** of any inaccuracies in the information contained in the **schedule**, or of any changes to that information;
- **you** take all reasonable steps to prevent loss, **damage** or an accident and keep the **buildings** in a good state of repair; and
- **you** comply with **your** duties under “Important Information – Your Duties” and **your** duties under the insurance as a whole.

Please contact **your broker** as soon as reasonably possible if this document is not correct or if **you** would like to ask any questions.

Failure to comply with the above could adversely affect **your** insurance or any claim **you** make.

Your Duties

You must keep the sums insured at a level which represents the full value of the property. Full value should represent the following:

- For **buildings** – the full rebuilding cost including **additional rebuilding expenses**;
- For **contents** – the current cost as new;
- For **valuables, antiques and works of art, gold and silver** – the current market value.

Important Information (continued)

You must notify your broker:

- without delay if **you** become aware that information **you** have given **us** is inaccurate;
- within 14 days of **you** becoming aware of any changes in the information **you** have provided to **us** which happen before or during the **period of insurance**;
- at least 30 days before you start any work to extend, renovate, build or demolish any part of the **buildings**, or any work involving the use of heat, where the contract value is more than £50,000;
- if **you** make any changes that will downgrade the security or fire protections at **your home**;
- if **you** stop using the **home** as **your permanent home**; or
- if **you** regularly leave the **home unoccupied** or regularly leave the **home** unattended by night.

When **we** are notified that information **you** previously provided is inaccurate, or of any changes to that information, or of planned building works, **we** will tell **you** if this affects **your** insurance. For example, **we** may amend the terms of **your** insurance or require **you** to pay more for **your** insurance or cancel **your** insurance in accordance with “Other Important Information – How to cancel this insurance” *on page 6*.

If **you** fail to notify **us** that information **you** have provided is inaccurate, or **you** fail to notify **us** of any changes, this insurance may become invalid and **we** may not pay **your** claim, or any payment could be reduced.

Information you have given us

We have relied on the information **you** have given **us**. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

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

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

- treat this insurance as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered; or
- amend the terms of **your** insurance. **We** may apply these amended terms as if they were in place from the start; or
- reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**; or
- cancel **your** insurance in accordance with “Other Important Information – How to cancel this insurance” *on page 6*.

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

- intend to treat this insurance as if it never existed; or
- need to amend the terms of **your** insurance; or
- require **you** to pay more for **your** insurance.

Other Important Information

How to amend this insurance

If **you** would like to make changes to **your** insurance please contact **your broker**.

You must tell **your broker** as soon as possible of any change to **your** circumstances and/or the information **you** and/or **your broker** have previously provided during the **period of insurance** to allow **us** to reassess **your** insurance risk. Changes that should be notified, which apply to all members of **your** household, include (but are not limited to):

- a change of name;
- a change to **your** occupation or the nature of business in which **you** work;
- anyone covered by this policy being convicted of a non-motoring criminal offence or being charged with, but not yet tried for, any non-motoring criminal offences;
- anyone covered by this policy being declared bankrupt (whether in a personal or business capacity), receiving a County Court Judgement (CCJ) or entering into an Individual Voluntary Arrangement (IVA);
- any loss or **damage** not reported or claimed for under this policy.

Changes to **your home** that should be notified include (but are not limited to):-

- a change of address;
- **your home** no longer being in a good state of repair;
- a change to the use of **your home**, including any **business** use;
- any works being carried out at **your home** with a contract value of more than £50,000;
- if **you** downgrade the security or fire protections at **your home**;
- if **you** stop using the **home** as **your permanent home**;
- if **you** regularly leave **your home unoccupied/unattended** at night.

When **we** are notified that information **you** previously provided is inaccurate, or of any changes to that information, **we** will tell **you** if this affects **your** insurance. For example, **we** may amend the terms of **your** insurance, require **you** to pay more for **your** insurance or cancel **your** insurance in accordance with "Other Important Information – How to cancel this insurance" on page 6.

If **you** are in any doubt regarding the information being requested of **you**, please contact **your broker**.

REMEMBER - failure to notify **us** of changes may affect any claim **you** make.

Renewal of this insurance

When **your** policy is due for renewal, **we** may offer to renew it for **you** automatically. This would mean **you** do not need to confirm **your** intention to renew before the policy ends. If **we** offer to do this for **you**, **your broker** will contact **you** before the **period of insurance** ends with full details of **your** next year's premium and policy terms and conditions. If **you** do not want to renew the policy, please contact **your broker**. Occasionally, **we** may not be able to offer to renew **your** policy. If this happens, **your broker** will contact **you** at least 21 days before the expiry of **your** policy to allow enough time for **you** to make alternative insurance arrangements.

Other Important Information (continued)

How to cancel this insurance

During the cooling off period

You may cancel this insurance within 14 days:

- of buying this insurance and/or
- from the day on which **you** receive the insurance documents,

whichever is later, by writing to **your broker**. **We** will provide a full refund of the premium paid unless **you** have made a claim on this insurance. **We** can decide not to refund any premium if **you** have made a claim or there has been an event that could result in a claim being made on this insurance.

After the cooling off period

If **you** cancel this insurance outside the cooling off period, provided **you** have not made a claim, or there has not been an event that could result in a claim, **you** will be entitled to a refund of any premium paid, subject to a deduction for the time for which **you** have been covered. If **we** pay any claim, in whole or in part, then no refund of premium will be allowed.

We may cancel this insurance where there is a valid reason by giving **you** 30 days' notice in writing. **We** will only do this for a valid reason (examples of valid reasons are as follows):

- Non-payment of premium;
- A change in risk occurring which means that **we** can no longer provide **you** with insurance cover;
- Non-cooperation or failure to supply any information or documentation **we** request;
- Failure to comply with **your** duties under "Important Information-Your Duties" on page 3;
- Failure to inform **us** of changes to information provided by **you** on **your** proposal form/statement of fact;
- Failure to implement changes that have been requested by **us**.

Any refund of premium due to **you** will depend on how long this insurance has been in force and whether **you** have made a claim.

Important Note

The Consumer Insurance (Disclosure and Representations) Act 2012 sets out situations where failure by a policyholder to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date, and to keep any premiums paid.

How to make a claim

We aim to provide a first class claims service. **Your** claim will be handled promptly and with due care and professionalism. **We** will also ensure **you** are kept informed of the progress of **your** claim.

In the event of a claim or possible claim under this insurance please contact **your broker** or the claims handler using the contact details shown on **your schedule**.

The procedures differ across the Sections of this policy in order to reflect the different types of claim **you** might have and services that **you** may need.

Other Important Information (continued)

We have set out below how to find what **you** need to know to make a claim or use a service under the applicable Section of this policy.

Sections One to Five

Your duties:

- 1) **You** must notify **your broker** or the claims handler as soon as reasonably possible giving full details of what has happened. The contact details for reporting a claim are shown on **your schedule**.
- 2) **You** must provide **your broker** or claims handler with full details of what has happened within 30 days, and provide any other information **we** may reasonably require, including proof of ownership and value.
- 3) **You** must inform the police as soon as reasonably possible following malicious acts, violent disorder, riots, civil commotion, theft, attempted theft or loss of property.
- 4) If a claim for liability is made against **you**, **you** must as soon as reasonably possible forward to **your broker** or the claims handler any letter, claim, writ, summons or other legal document **you** receive.
- 5) **You** must not admit liability or offer or agree to settle any claim without **our** written permission.

If **you** fail to comply with any of the above duties, **your** claim may not be paid.

Defending claims

We may:

- a) take full responsibility for dealing with, defending or settling any claim in **your** name; and
- b) take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

Please note there are also claims conditions that apply to individual Sections of the policy, as detailed below:

- Conditions that only apply to Section One – Buildings *on page 22*
- Conditions that only apply to Section Two – Contents *on page 28*
- Conditions that only apply to Section Three – Valuables, Antiques and Works of Art, Gold and Silver *on page 31*

Section Six – Legal Expenses

If **you** need to make a claim under this Section **you** must notify **us** as soon as possible.

You can request a claim form between 9am and 5pm Monday to Friday (except bank holidays) by telephoning 0117 917 1698 or at any time of the day by downloading one at www.arag.co.uk/newclaims

Please also refer to “Conditions that only apply to Section Six-Legal Expenses” *on page 44*

Section Seven – Helplines

If **you** require assistance, **you** should contact the applicable service using the numbers shown below:

Legal and tax advice: Call **our** confidential legal and tax advice helpline on 0330 303 1839. The legal advice helpline is open 24 hours a day, 365 days a year. Tax advice is available between 9am and 5pm on weekdays (except bank holidays).

Other Important Information (continued)

Identity theft: Call 0333 000 2083 between 8am and 8pm.

Consumer Legal Services: Register at www.araglegal.co.uk/arag and enter voucher code AFE48BBE98B5 to access **our** digital law guide and download legal documents to help with consumer legal matters.

Please also refer to Section Seven *on page 46* for full details of these services.

Section Eight – Home Emergency

Please telephone **0330 303 1841** as soon as possible (lines are open 24 hours a day, 365 days a year).

Please provide **us** with **your** name, address, postcode and the nature of the problem. Also, please also refer to “How to make a claim” *on page 49*.

Fraudulent claims

If **you**, or anyone acting on **your** behalf, make a claim or any statement knowing it to be false or fraudulent in any way, **we** will cancel this policy from the date of the fraudulent claim or when the false or fraudulent statement was made and all benefits under this policy will cease.

Complaints

How to make a complaint

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

If **you** have any questions or concerns about **your** policy or the handling of a claim **you** should, in the first instance, contact **your broker** or the following:

Sections 1 to 5: Please contact **us**

Sections 6 to 8: Please contact **ARAG**

In the event that **you** remain dissatisfied and wish to make a complaint, **you** can do so at any time. Making a complaint does not affect any of **your** legal rights. **Our** contact details are:

Sections 1 to 5: Please contact **us**:

Post: Complaints, Amlin Underwriting Limited, The Leadenhall Building,
122 Leadenhall Street, London EC3V 4AG.

Telephone: +44 (0) 20 7746 1300

Fax: +44 (0) 20 7746 1001

Email: complaints@amlin.com

Website: www.amlin.com

Sections 6 to 8: Please contact **ARAG**

Post: Customer Relations Department, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN

Telephone: +44 (0) 117 917 1561

Email: customerrelations@arag.co.uk

Website: www.arag.co.uk

If **your** complaint cannot be resolved within two weeks, or if **you** have not received a response within two weeks **you** are entitled to refer the matter to Lloyd's. Lloyd's will then conduct a full investigation of **your** complaint and provide **you** with a written final response. Lloyd's contact details are:

Other Important Information (continued)

Post: Complaints, Lloyd's, One Lime Street, London EC3M 7HA
Telephone: +44 (0) 20 7327 5693
Fax: +44 (0) 20 7327 5225
Email: complaints@lloyds.com

Details of Lloyd's complaints procedures are set out in a leaflet "Your Complaint – How We Can Help" available at www.lloyds.com/complaints and are also available from the above address.

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, or if **you** have not received a written final response within eight weeks from the date **your** complaint was received, **you** may be entitled to refer **your** complaint to the Financial Ombudsman Service who will independently consider **your** complaint free of charge. Their contact details are:

Post: The Financial Ombudsman Service, Exchange Tower, London E14 9SR
Telephone: Fixed: 0800 0234567 Mobile: 0300 1239123
Outside UK: +44 (0) 20 7964 0500
Fax: +44 (0) 20 7964 1001
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

Please note:

- **You** must refer **your** complaint to the Financial Ombudsman Service within six months of the date of **our** final response.
- The Financial Ombudsman Service will normally only consider a complaint from private individuals or from a business that has an annual turnover of less than 2 million Euros and fewer than 10 employees.

Compensation (Financial Services Compensation Scheme)

Lloyd's insurers are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if a Lloyd's insurer is unable to meet its obligations to **you** under this policy. If **you** were entitled to compensation from the Scheme, the level and extent of the compensation would depend on the nature of this policy. Further information about the Scheme is available from the Financial Services Compensation Scheme (10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU) and on their website www.fscs.org.uk.

Data Protection Notice

You should understand that any information **you** have provided and may provide in future will be processed by **us**, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims or complaints, if any, which may necessitate providing such information to other parties.

Personal Information (including sensitive personal data)

Amlin Underwriting Limited and the Amlin Group of companies collect and process personal information provided by policyholders and third parties in order to provide insurance and assess and pay claims. The type and extent of the information **we** require will depend on the circumstances, but some of the information may be classified as "sensitive personal data", which is information that may include details of race or ethnic origin; political opinions; religious beliefs; Trade Union membership; physical or mental health issues; sexual orientation; and criminal and disciplinary offences (including convictions).

Other Important Information (continued)

For information about the Amlin Group of companies please visit www.amlin.com.

Your electronic information

If **you** contact **us** electronically, **your** electronic identifier may be collected e.g. Internet Protocol (IP) address or **your** telephone number may be supplied by **your** service provider.

How we use your information and who we share it with

Your personal information and/or sensitive personal data may be used by **us** in a number of ways, including to:

- arrange and administer an application for insurance;
- manage and administer the insurance;
- investigate, process and manage claims; and/or
- prevent fraud.

We may pass **your** personal information and/or sensitive personal data to third parties, including **our** authorised agents; service providers; contractors; **our** reinsurers; other insurers; legal advisers; loss adjusters; claims handlers or as required by law, including to government or regulatory authorities.

In order to prevent and detect fraud **we** may share **your** personal information and/or sensitive personal data with other organisations and public bodies, including the police, undertake credit searches and additional fraud searches and check and/or file the details with fraud prevention agencies and databases.

We may use and share **your** personal information and/or sensitive personal data within the Amlin Group to:

- assess financial and insurance risks;
- recover debt;
- prevent and detect crime; and
- develop products and services.

We do not disclose **your** information to anyone outside the Amlin Group except:

- where **we** have **your** permission;
- where **we** are required or permitted to do so by law;
- to other companies who provide a service to **us** or **you**; or
- where **we** may transfer rights and obligations under the insurance.

We may transfer **your** personal information to other countries including countries outside of the European Economic Area. If this happens **we** will ensure that anyone to whom **your** personal information is passed provides an adequate level of protection.

If **you** have any questions, please contact The Data Protection Officer, Amlin Underwriting Limited, The Leadenhall Building, 122 Leadenhall Street, EC3V 4AG.

Rights of Third Parties

A person who is not a party to this policy 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 apart from that Act.

Law and Jurisdiction

You and **we** are free to choose the law applicable to this contract of insurance. Unless specifically agreed to the contrary this contract of insurance will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England.

Other Important Information (continued)

Language

The language of **your** policy and any communication throughout the duration of the **period of insurance** will be English.

Sanctions

We shall not provide any benefit under this policy to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

Taxes

There may be circumstances where taxes may be due that are not paid via **us**. If this occurs then it is **your** responsibility to ensure that these are paid direct to the appropriate authority.

Our Regulator

Amlin UK is a trading name of Amlin UK Limited. Amlin UK Limited is wholly owned by and an Appointed Representative of Amlin Underwriting Limited which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under reference number 204918. Amlin UK Limited is registered in England No. 2739220. Registered office: The Leadenhall Building, 122 Leadenhall Street, EC3V 4AG.

Definitions

The following words will have the same meaning wherever they appear in this policy, other than in titles and paragraph headings, unless otherwise shown in a particular policy Section. To help identify these words they will appear in **bold** in the policy wording. Any defined word or phrase in the singular is deemed to include the plural and those in the plural are deemed to include the singular

Additional rebuilding expenses

Architects', surveyors', consulting engineers', land agents' fees and legal fees, the cost of removing debris and making the **buildings** safe; and costs **you** are responsible for to meet any government or local authority requirements following **damage** to the **buildings** which is covered under Section One.

Antiques and works of art

Individual items, collections and sets of particular value due to their age, style, artistic merit or collectability including furniture, paintings, drawings, prints, etchings, manuscripts, photographs, objet's d'art, china, glass, porcelain, sculptures inside and outside the **home**, rugs, tapestries, wine, clocks, barometers and all other collectable property owned by **you** or for which **you** are legally responsible and which is not business property.

ARAG/our administrators

ARAG Plc registered in England number 02585818; registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN, who **we** have authorised to administer Sections 6-8 of this insurance. **ARAG** Plc is authorised and regulated by the Financial Conduct Authority under firm registration 452369.

Buildings

The **home**, its' decorations and **tenant's improvements** including:

- fixtures and fittings attached to the **home** (including radio and television aerials, satellite dishes, their fittings and masts and solar panels attached to the building);
- fixed water tanks, apparatus and pipes;
- underground service pipes and cables, sewers, drains and septic tanks; and
- permanently installed lighting, swimming pools, tennis courts, driveways, footpaths, patios and terraces, walls, gates, fences, hedges, fixed fuel tanks, professionally and permanently installed hot tubs and wind turbines used for domestic purposes only

owned by **you** or for which **you** are legally responsible within the **premises**.

Computer viruses

Any instruction from an unauthorised source that spreads itself over a computer system or network and corrupts information.

Contents

Household goods and **personal possessions**, which belong to **you** or for which **you** are legally responsible.

Contents includes:

- **money** and **credit cards**;
- deeds and registered bonds;
- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**;
- fridge and/or freezer contents;
- garden furniture and items normally kept outdoors;
- guns;
- furs;
- **home office equipment**; and
- tenants' fixtures and fittings.

Contents does not include:

- motor vehicles (other than domestic garden machinery and quad bikes used within the **premises**, golf buggies, non-motorised trailers and mobility aids);

Definitions (continued)

- caravans or their accessories;
- any living creature, pet or livestock;
- plants or trees;
- aircraft;
- watercraft (other than manually operated rowing boats, punts or canoes, sailboards or dinghies including their accessories);
- any part of the **buildings**;
- any property held or used for business purposes other than **home office equipment**.

Credit cards

Credit, charge, debit, cheque, bank, prepaid and cash dispenser cards.

Credit cards does not include:

- store cards and loyalty cards which cannot be used as a means to purchase goods and services;
- **credit cards** used for or held for any trade, business or professional purposes.

Damage

Physical **damage** to or destruction of property.

Domestic employees

Any person working for **you** in connection with domestic duties who is:

- Employed by **you** under a contract of service; or
- Self-employed and working on a labour-only basis under **your** control or supervision

Endorsement

A change in the terms and conditions of this insurance.

Excess

The first part of any claim which **you** must pay.

Garden

The ground next to **your home** and within the **premises** which is used only:

- for growing flowers, plants, trees, shrubs, fruit and vegetables (but not as a business) and
- as a place of relaxation and enjoyment.

The **garden** does not include:

- woods, paddocks and fields with a total acreage of more than 3 acres.

Gold and silver

This includes **gold and silver** plated items.

Heave

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

Home

The private dwelling of **standard construction** and the garages and outbuildings used for domestic purposes at the **premises**.

Home Office Equipment

Computer equipment, printers, office furniture, supplies, telecommunication equipment, stationery, books, records and documents used to conduct business from **your home**, owned by **your** business or for which **your** business is legally responsible.

Landslip

Downward movement of sloping ground.

Definitions (continued)

Money	All of the following held or used for private domestic purposes: <ul style="list-style-type: none">• Current legal tender, cheques, postal and money orders;• Postage stamps not forming part of a stamp collection;• Savings stamps and savings certificates, travellers' cheques;• Premium bonds and gift tokens;• Travel tickets.
Period of insurance	The length of time for which this insurance is in force, as shown in the schedule and for which you have paid and we have accepted a premium.
Permanent Physical Injury	<ul style="list-style-type: none">• Loss by physical separation of an arm or hand or a leg at or above the ankle;• Permanent loss of use of a complete arm, foot or leg; or• Loss of sight resulting in the injured person being eligible for certification as registered blind; occurring during the period of insurance .
Personal Possessions	Clothing, baggage, sports equipment and items designed to be worn, carried or used, owned by you or for which you are legally responsible including: <ul style="list-style-type: none">• Spectacles, contact lenses and hearing aids;• Photographic equipment, mobile communication equipment and mobile computer equipment;• Pedal cycles, saddles, riding tack, specialist clothing and other similar items. <p>Personal possessions does not include: money, credit cards and valuables</p>
Premises	The address which is named in the schedule .
Sanitary ware	Washbasins, sinks, bidets, lavatory pans, cisterns, shower trays, shower screens, baths and bath panels.
Schedule	The schedule is part of this policy and contains your details, the premises , the sums insured, the period of insurance and the Sections of this policy and any endorsements which apply.
Standard construction	Built of brick, stone or concrete and roofed with slates or tiles.
Subsidence	Downward movement of the site on which your buildings stand by a cause other than the weight of the buildings themselves.
Tenant's improvements	Alterations and decorations, which have been made by you or a previous occupier, that are not insured under any other insurance.
Terrorism	Any act(s) including but not limited to: <ul style="list-style-type: none">• the causing, occasioning or threatening of harm of whatever nature and by whatever means; or• putting the public or any section of the public in fear in circumstances in which it is reasonable to conclude that the purpose of the persons or organisations concerned are wholly or partly of a political, religious, ideological or similar nature.

Definitions (continued)

United Kingdom	England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands.
Unoccupied	If at the time of the loss or damage the premises have not been lived in for 60 consecutive days or are not sufficiently furnished for normal living purposes.
Valuables	<ul style="list-style-type: none">• Jewellery, including unset precious or semi-precious stones;• Watches.
We, us or our	Lloyd's Syndicate 2001 managed by Amlin Underwriting Limited through its service company Amlin UK Limited.
You/Your	The person or people named in the schedule as the Insured, all permanent members of your home (including resident domestic employees and those in full-time education)
Your broker	The person, people or company who arranged this insurance for you .

General Exclusions

a) Building Works

We will not pay for loss, **damage** or liability caused by building works over £50,000 in value that take place at **your home**, unless **you** notify **us** at least 30 days before the building works begin. Failure to notify **us** may result in any claim **you** make in relation to loss, **damage** or liability caused by the building works not being covered.

b) Biological, chemical, radioactive or nuclear contamination

We will not pay for loss, **damage** or additional expense arising from:

- i. ionising radiations or contamination by radioactivity from any irradiated fuel or from any nuclear waste from the combustion of nuclear fuel;
- ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component.

We will not pay for loss, **damage** or additional expense caused by or contributed to by biological or chemical contamination due to or arising from:

- a) **terrorism**; and/or
- b) steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived **terrorism**.

c) Electronic data

We will not pay for:

- i. loss of or **damage** to any property, or additional expense arising from; or
- ii. any legal liability directly or indirectly caused by or contributed to, by or arising from;
 - a) **computer viruses**, erasure or corruption of electronic data; or
 - b) the failure of any equipment to correctly recognise the date or change of date.

d) Existing, deliberate and indirect damage

We will not pay for loss or **damage**:

- i. occurring before or arising from an event before the beginning of the **period of insurance**;
- ii. caused deliberately by **you** or any person acting on **your** behalf; unless the loss or **damage** was caused by a **domestic employee**; or
- iii. not directly caused by the event that caused **you** to claim unless expressly stated in this insurance.

e) War

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

f) Pollution

We will not pay for pollution or contamination by naturally occurring or man-made substances, forces or organisms, or any combination of them, whether permanently or transitory and however occurring. This exclusion does not apply to:

- i. a sudden, identifiable, unintended and unexpected event which takes place in its entirety at a specific time and place during the **period of insurance**; or
- ii. oil escaping from a domestic oil installation at the **premises** or any neighbouring property, provided that **we** are advised as soon as **you** become aware, or ought to have become aware, of such leakage.

General Conditions

a) Building Works

You must tell **your broker** at least 30 days before **you** start any building work over £50,000 in value. When **we** receive this notice **we** have the option to change the conditions of this insurance.

Failure to notify **us** may result in any claim **you** make in relation to loss, **damage** or liability caused by the building works not being covered.

b) Policy Coverage

We will treat each **home** included under this insurance as if separately insured.

c) Index-linking

Each month **we** will link the sums insured in Section One – **Buildings** and Section Two – **Contents** to the relevant indexes below.

Section One – **Buildings** The House Rebuilding Cost Index issued by the Royal Institute of Chartered Surveyors or a similar index **we** have chosen

Section Two – **Contents** The Consumer Durables Section of the General Index of Retail Prices or a similar index **we** have chosen.

We will not charge **you** any extra premium for any monthly increase. However, whenever **you** renew this insurance, **we** will work out the premium using the new sums insured. For **your** protection, if the index falls below zero, **we** will not reduce the sums insured.

d) Other insurance

We will not pay any claim if any loss, **damage** or liability covered under this insurance is also covered wholly or in part under any other insurance, except in respect of any amount beyond the limits which would have been covered under any such insurance had this insurance not been effected.

This clause does not apply to Section Two N-Fatal Injury *on page 26*.

e) Excess

Unless otherwise stated on **your schedule**, the following **excesses** apply for each and every loss.

<u>Section</u>	<u>Applicable excess</u>
Section One – Buildings	£1,000 in respect of subsidence, landslip or heave ; Nil in respect of lock replacement; £250 in respect of all other claims.
Section Two – Contents	Nil in respect of lock replacement, fatal injury, hole in one cover or freezer contents; £250 in respect of all other claims.
Section Three – Valuables, Antiques and Works of Art, Gold and Silver	£250
Section Four – Accidents to Domestic Employees	Nil
Section Five – Legal Liability to the Public	Nil
Section Six – Legal Expenses	Nil
Section Seven – Helplines	Nil
Section Eight – Home Emergency	Nil

f) Excess Waiver

If a claim is more than £10,000, **we** will not take off any **excess** unless **you** have chosen a voluntary **excess** or **we** have applied a compulsory **excess** as shown in **your schedule**. If **you** claim for the same event under more than one Section, **we** will only deduct one **excess** and this will be the highest applicable **excess**.

Section One – Buildings

Covering the **home** and **tenant's improvements** as defined in this policy.

Please read **your schedule** to see if this Section applies.

What is covered	What is not covered
<p>This insurance covers the buildings for loss or damage.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none"> a) Loss or damage directly or indirectly caused by or arising from: <ul style="list-style-type: none"> i. warping, shrinking or normal settlement or collapse; ii. moth, vermin, wear and tear, infestation, corrosion, damp, wet or dry rot, mould, or anything which happens gradually; iii. misuse, latent defect, faulty design, faulty workmanship or faulty materials; iv. dryness, dampness, extremes of temperature or exposure to light; v. domestic pets chewing, scratching, tearing or fouling; vi. pollution or contamination of any kind other than as a result of escape of oil from a fixed domestic heating installation at the premises. b) Loss or damage to gates, fences and hedges caused by storm, flood or weight of snow. c) The cost of general maintenance, electrical or mechanical faults or breakdown. d) Loss or damage caused by frost other than to fixed water tanks, apparatus or pipes. e) Loss or damage while the buildings are unoccupied unless the loss or damage is caused by: <ul style="list-style-type: none"> i. fire, lightning, explosion or earthquake; ii. aircraft and other flying devices or items dropped from them; iii. storm, flood or weight of snow; iv. collision by any vehicle or animal; v. subsidence, heave or landslip. f) Loss or damage caused by subsidence, heave or landslip: <ul style="list-style-type: none"> i. to domestic fixed fuel tanks, swimming pools, tennis courts, driveways, patios, terraces, walls, gates, fences, hedges, footpaths, bridges, culverts, permanently installed hot tubs and wind turbines unless the private dwelling is also affected at the same time by the same event;

Section One – Buildings (continued)

What is covered	What is not covered
	<ul style="list-style-type: none"> ii. to solid floors, unless the walls of the private dwelling are damaged at the same time by the same event; iii. if compensation has been provided for (or would have been if it wasn't for this insurance) under any contract, guarantee or by law; iv. due to faulty design, faulty workmanship or faulty materials; or v. as a result of the coast or riverbank wearing away. g) Loss or damage caused by frost to permanently installed hot tubs. h) Loss or damage where you sign an agreement with a contractor which needs specific or joint insurance without obtaining our agreement first.

This Section of the insurance also covers	We will not pay
<p>A) Alternative Accommodation and Rent</p> <p>If there has been damage to your buildings covered under Section One or the local authority prevents you from living in your home because of loss or damage to a neighbouring property we will pay:</p> <ul style="list-style-type: none"> a) Loss of rent due to you and ground rent payable to you which you cannot recover; b) The extra costs of other accommodation for you and your domestic pets and horses as similar to your existing accommodation as possible. 	<ul style="list-style-type: none"> a) For loss of rent for more than 36 months; b) For the extra costs of other accommodation for more than 36 months. If you claim under Sections One and Two, we will not pay for costs of other accommodation for a period of more than 36 months in total.
<p>B) Trace and Access</p> <p>The cost of finding the source of any water or oil which has escaped from any fixed tanks, apparatus, pipes or any fixed domestic heating installation within the boundary of your home for which you are legally responsible.</p>	<p>More than £50,000 during the period of insurance.</p>

Section One – Buildings (continued)

This Section of the insurance also covers	We will not pay
<p>C) Loss of Domestic oil</p> <p>Up to £5,000 during the period of insurance for accidental loss of domestic heating oil.</p>	<p>More than £5,000 in total if you claim under Sections One and Two.</p>
<p>D) Increased Metered Water Charges</p> <p>Up to £10,000 during the period of insurance for increased metered water charges you have to pay after water escapes which gives rise to a claim we accept under Section One.</p>	<p>More than £10,000 in total if you claim under Sections One and Two.</p>
<p>E) Garden Cover</p> <p>Costs you have to pay to restore your garden following loss or damage by fire, lightning, explosion, earthquake, aircraft and other flying devices, theft or attempted theft, or damage caused by people acting maliciously or the emergency services.</p>	<p>a) More than £1,000 for any plant, tree or shrub;</p> <p>b) More than 10% of the buildings sum insured during the period of insurance.</p>
<p>F) Selling Your Home</p> <p>Anyone buying your home will have the benefit of the protection provided under Section One between exchange of contracts and when the sale is completed.</p>	<p>If the buildings are insured under any other insurance.</p>
<p>G) Additional Fees and Costs</p> <p>Expenses you have to pay and which we have agreed in writing for additional rebuilding expenses following loss or damage to the buildings which is covered under Section One.</p>	<p>a) Any expenses for preparing a claim or an estimate of loss or damage; or</p> <p>b) Any costs if government or local authority requirements had been served on you before the loss or damage.</p>
<p>H) New Fixtures and Fittings</p> <p>Up to 20% of the buildings sum insured any one claim for loss or damage to new fixtures and fittings, fitted furniture and fitted appliances within the home which are waiting to be installed, as long as you let us know within 30 days of delivery.</p>	<p>a) For any loss or damage caused while installing the fixtures and fittings; or</p> <p>b) For items left in the open.</p>
<p>I) Unfixed Building Materials</p> <p>Up to £25,000 any one claim for loss or damage to unfixed building materials and supplies owned by you and kept within your home for use in the construction, maintenance or alteration of your home.</p>	<p>a) For any loss or damage caused while installing the unfixed building materials; or</p> <p>b) For items left in the open.</p>

Section One – Buildings (continued)

This Section of the insurance also covers	We will not pay
<p>J) Replacement Locks</p> <p>Costs you have to pay for replacing locks to safes, alarms and outside doors and windows in the home following theft or loss of keys.</p>	
<p>K) Security Upgrade</p> <p>Up to £10,000 during the period of insurance towards the cost of upgrading your alarm and security systems following a physical criminal assault on you at the home.</p>	<p>a) For any cost unless you obtain our agreement first;</p> <p>b) Following any domestic dispute;</p> <p>c) More than £10,000 in total if you claim under Sections One and Two.</p>
<p>L) Counselling Fees</p> <p>Up to £5,000 during the period of insurance for professional counselling fees following a physical criminal assault on you at the home.</p>	<p>a) For any cost unless you obtain our agreement first;</p> <p>b) Following any domestic dispute;</p> <p>c) More than £5,000 in total if you claim under Sections One and Two.</p>
<p>M) Essential Alterations</p> <p>Up to £25,000 during the period of insurance towards essential alterations to the home if you sustain a permanent physical injury as a direct result of a sudden, identified, unexpected and unforeseen accident in the United Kingdom.</p>	<p>a) For any cost unless you obtain our agreement first;</p> <p>b) For your domestic employees;</p> <p>c) If such permanent physical injury has been self inflicted;</p> <p>d) More than £25,000 in total if you claim under Sections One and Two.</p>
<p>N) Extended Replacement cost</p> <p>Up to 125% of the buildings sum insured in the event of your home being damaged beyond economical repair and the cost of rebuilding your home being more than the sum insured.</p>	<p>a) Unless the sum insured corresponds with a professional valuation, completed within the last 5 years, that we have seen and approved;</p> <p>b) For any Grade I, II* or Grade A listed buildings.</p>
<p>O) Similar Property Purchase</p> <p>Up to 125% of the buildings sum insured in the event of your home being damaged beyond economical repair and permission to rebuild your home being refused by your local authority, to help you purchase a similar property in the same area.</p>	<p>a) Unless the sum insured corresponds with a professional valuation, completed within the last 5 years, that we have seen and approved;</p> <p>b) Unless the similar property is located within the same area as your home.</p>

Section One – Buildings (continued)

Conditions that only apply to Section One – Buildings

How we deal with your claim

1) If **your** claim for loss or **damage** is covered under Section One, **we** will pay the full cost of the repair, less any **excess** applicable, so long as:

- the **buildings** were in a good state of repair immediately before the loss or **damage**; and
- the **damage** has been repaired or loss has been reinstated.

We will take an amount off for wear and tear from the cost of any replacement or repair if immediately before the loss or **damage** the **buildings** were not in a good state of repair.

2) If a loss is paid under sub heading O of this Section, **you** will assign all title to the **premises** to **us** and pay **us** all monies **you** may receive as salvage.

3) **We** will not reduce the sum insured under Section One after **we** have paid a claim so long as **you** agree to carry out **our** recommendations to prevent further loss or **damage**.

Limitations that apply to Section One – Buildings

1) **We** will deduct the applicable **excess** from the agreed settlement of **your** claim as shown under General Conditions – **Excess** and **Excess Waiver** on page 17.

2) **We** will not pay more than the sums insured shown on **your schedule** other than in accordance with sub headings N and O on page 21.

Section Two – Contents

Covering the **contents** of **your home** as defined in this policy.

Please read **your schedule** to see if this Section applies.

What is covered	What is not covered
<p>This insurance covers the contents for loss or damage while at the home and while they are temporarily away from the home anywhere in the world.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none">a) Loss or damage directly or indirectly caused by or arising from:<ul style="list-style-type: none">i. moth, vermin, wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or anything which happens gradually;ii. misuse, latent defect, faulty design, faulty workmanship or faulty materials;iii. dryness, dampness, extremes of temperature or exposure to light;iv. domestic pets chewing, scratching, tearing or fouling;v. dyeing, cleaning, repairing, renovating, restoration or being worked on; orvi. pollution or contamination of any kind other than as a result of escape of oil from a fixed domestic heating installation at the premises.b) The cost of general maintenance or routine redecoration.c) Loss or damage caused by mechanical or electrical faults or breakdown.d) Loss or damage to property in the open caused by storm, flood or weight of snow.e) Loss or damage to freezer contents resulting from;<ul style="list-style-type: none">i. deliberate disconnection by the utility company of the electricity supply to your home; orii. the failure of your gas or electricity supply caused by strike or any other industrial action.f) Loss or damage to any item being transported, unless it is suitably packed and secured, given the nature of the item and how it is transported.g) Loss or damage caused by subsidence or heave or landslip;<ul style="list-style-type: none">i. as a result of the coast or riverbank wearing away;

Section Two – Contents (continued)

What is covered	What is not covered
	<ul style="list-style-type: none"> ii. if compensation has been provided for (or would have been if it wasn't for this insurance) under any contract, guarantee or by law; iii. due to faulty design, faulty workmanship or faulty materials.

This Section of the insurance also covers	We will not pay
<p>A) Glass and Sanitary Ware</p> <p>Accidental breakage of:</p> <ul style="list-style-type: none"> a. fixed glass and double glazing; and b. sanitary ware; <p>forming part of the buildings which you are legally responsible for as a tenant and do not have other insurance for.</p>	
<p>B) Loss of Rent</p> <p>Rent you have to pay as occupier if the buildings cannot be lived in following loss or damage that is covered under Section Two.</p>	Rent for more than 36 months.
<p>C) Alternative Accommodation</p> <p>The extra costs of using other accommodation, for you and your domestic pets and horses, as similar to your existing accommodation as possible, which you have to pay if the buildings cannot be lived in following loss or damage that is covered under Section Two.</p>	For the extra costs of other accommodation for more than 36 months. If you claim under Sections One and Two, we will not pay for costs of other accommodation for a period of more than 36 months in total.
<p>D) New Acquisitions - Gifts</p> <p>Up to £20,000 for wedding, anniversary, birthday, religious or other celebration gifts bought by you but not yet given (or which have been bought for you).</p>	<ul style="list-style-type: none"> a) For loss or damage which we specifically exclude elsewhere in this policy; b) After 60 days of buying the item if you have not told us about doing so.
<p>E) New Acquisitions</p> <p>Up to 25% of the contents sum insured for new items you have bought but which you have not yet told us about.</p>	<ul style="list-style-type: none"> a) For loss or damage which we specifically exclude elsewhere in this policy; b) After 60 days of buying the item if you have not told us about doing so.

Section Two – Contents (continued)

This Section of the insurance also covers	We will not pay
<p>F) Replacement Locks</p> <p>Costs you have to pay for replacing locks to safes, alarms and outside doors and windows in the home following theft or loss of keys.</p>	
<p>G) Loss of Domestic Oil</p> <p>Up to £5,000 during the period of insurance for accidental loss of domestic heating oil.</p>	<p>More than £5,000 in total if you claim under Sections One and Two.</p>
<p>H) Increased Metered Water Charges</p> <p>Up to £10,000 during the period of insurance for increased metered water charges you have to pay after water escapes which gives rise to a claim we accept under Section Two.</p>	<p>More than £10,000 in total if you claim under Sections One and Two.</p>
<p>I) Contents of Guests</p> <p>Personal property of guests up to £5,000 for each person and personal property of domestic employees (who do not live in any of the homes listed in your schedule) up to £2,500 for each person</p>	<p>a) For loss or damage which we specifically exclude elsewhere in this policy;</p> <p>b) For loss or damage to their money, valuables or credit cards;</p> <p>c) If there is any other insurance in place;</p> <p>d) For loss or damage which occurs away from the premises;</p> <p>e) More than £750 for any one item.</p>
<p>J) Marquees</p> <p>Up to £30,000 for loss or damage to marquees and associated equipment, which are being temporarily loaned to you and for which you are responsible, while at the premises.</p>	<p>a) If you fail to keep to manufacturers or owners written instructions;</p> <p>b) For loss or damage during erection or dismantling;</p> <p>c) If cover is provided under any other insurance.</p>
<p>K) Family in Residential Care</p> <p>Up to £10,000 for loss or damage to the belongings of your parents or grandparents who are living in a residential nursing or care home.</p>	<p>a) More than £2,500 any one event of loss or damage for valuables or gold and silver items;</p> <p>b) For money and credit cards;</p> <p>c) For loss or damage which we specifically exclude elsewhere in this policy.</p>

Section Two – Contents (continued)

This Section of the insurance also covers	We will not pay
<p>L) Tenants Liability</p> <p>Your legal responsibility as a tenant for loss or damage to the buildings caused by loss or damage that is covered under Section Two.</p>	<p>a) More than 20% of the sum insured under Section Two for the contents of the buildings damaged or destroyed;</p> <p>b) For loss or damage caused by fire, lightning or explosion to the buildings other than to the landlords fixtures and fittings;</p> <p>c) For loss or damage arising from subsidence, heave or landslip.</p>
<p>M) Hole In One</p> <p>Up to £500:</p> <p>a) towards expenses you incur; or</p> <p>b) to a charity of your choice</p> <p>in the event of a hole in one being achieved by you during an official golf competition provided that the certified scorecard and certificate are submitted to us at the time of making a claim.</p>	<p>More than £500 during the period of insurance.</p>
<p>N) Fatal Injury</p> <p>Following fatal injury to you caused by fire at the premises or assault elsewhere within the United Kingdom provided that death ensues within 12 months of injury, we will pay:</p> <p>a) £50,000 for each insured person over 16 years; and</p> <p>b) £5,000 for each person under 16 years at the time of their death.</p>	<p>For fatal injury to domestic employees.</p>
<p>O) Essential Alterations</p> <p>Up to £25,000 during the period of insurance towards essential alterations to the home if you sustain a permanent physical injury as a direct result of a sudden, identified, unexpected and unforeseen accident in the United Kingdom.</p>	<p>a) For any cost unless you obtain our agreement first.</p> <p>b) For your domestic employees;</p> <p>c) If such permanent physical injury has been self inflicted;</p> <p>d) More than £25,000 in total if you claim under Sections One and Two.</p>
<p>P) Security Upgrade</p> <p>Up to £10,000 during the period of insurance towards the cost of upgrading your alarm and security systems following a physical criminal assault on you at the home.</p>	<p>a) For any cost unless you obtain our agreement first.</p> <p>b) Following any domestic dispute;</p> <p>c) More than £10,000 in total if you claim under Sections One and Two.</p>
<p>Q) Counselling Fees</p> <p>Up to £5,000 during the period of insurance for professional counselling fees following a physical criminal assault on you at the home.</p>	<p>a) For any cost unless you obtain our agreement first.</p> <p>b) Following any domestic dispute;</p> <p>c) More than £5,000 in total if you claim under Sections One and Two.</p>

Section Two – Contents (continued)

Limits for certain contents	
We will pay up to:	Special conditions or exceptions
<p>A) Outdoor Items</p> <p>£25,000 or 10% of the contents sum insured, whichever is the greater, for garden furniture, permanently fixed statues and ornaments and other similar items which are normally kept outdoors.</p>	<p>This limit does not apply to radio and television aerials, satellite dishes, their fittings and masts which are attached to the home.</p>
<p>B) Deeds and Registered Bonds</p> <p>£10,000 in total for deeds, registered bonds and other personal documents.</p>	
<p>C) Stamps and Coins</p> <p>£5,000 in total for stamps or coins forming part of a collection, unless specified in your schedule.</p>	
<p>D) Gold and Silver</p> <p>£10,000 in total for gold and silver unless specified in your schedule, where all items with a value of more than £25,000 must be specified in the schedule under Section Three.</p>	
<p>E) Valuables</p> <p>£5,000 in total for valuables unless specified in your schedule, where all items with a value of more than £10,000 must be specified in the schedule under Section Three.</p>	
<p>F) Antiques and Works of Art</p> <p>£25,000 in total for Antiques and Works of Art unless specified in your schedule, where all items with a value of more than £25,000 must be specified in the schedule under Section Three.</p>	
<p>G) Pedal Cycles</p> <p>£5,000 in total for pedal cycles unless specified in your schedule.</p>	

Section Two – Contents (continued)

Limits for certain contents	
We will pay up to:	Special conditions or exceptions
H) Computer Software and Digital Media £10,000 in total for the cost of replacing your computer software and personal digital media, including music and film, that you have previously legally downloaded to your computer or multimedia device (s) following loss or damage covered by this policy.	
I) Domestic Machinery £10,000 in total for domestic garden machinery and quad bikes used within the premises , golf buggies, non-motorised trailers and mobility aids.	Cover for loss or damage by theft, attempted theft and/or malicious damage applies only if these items are kept in a locked building when not in use.
J) Watercraft £7,500 in total for manually operated rowing boats, punts, canoes, sailboards or dinghies, including their accessories.	
K) Money £5,000 in total for money .	
L) Credit Cards £25,000 in total for credit cards .	We will only pay amounts you legally have to pay, as a result of unauthorised use, after the cards have been lost or stolen. You must comply with the terms and conditions under which the credit cards were issued.

Conditions that only apply to Section Two - Contents

How we deal with your claim

- 1) If **you** claim for **damage** to the **contents**, **we** will decide whether to repair, replace or pay for any item covered under Section Two.

We will not reduce the sum insured under Section Two after **we** have paid a claim as long as **you** agree to **carry out our** recommendations to prevent further loss or **damage**.

- 2) For total loss or destruction of any item **we** will pay **you** the cost of replacing the item as new, so long as:
 - a) the new item is as close as possible to, but not an improvement on, the original item when it was new; and
 - b) **you** have paid or **we** have authorised the cost of replacement.

Section Two – Contents (continued)

Limitations that apply to Section Two - Contents

- 1) **We** will deduct the applicable **excess** from the agreed settlement of **your** claim as shown under General Conditions – **Excess** and **Excess Waiver** on page 17.
- 2) **We** will not pay more than the sums insured shown on **your schedule**.

Section Three - Valuables, Antiques and Works of Art, Gold and Silver

Please read **your schedule** to see if this Section applies.

What is covered	What is not covered
<p>This insurance covers the Valuables, Antiques and Works of Art, Gold and Silver for loss or damage while at the home and while they are temporarily away from the home anywhere in the world.</p>	<p>We will not pay for:</p> <ul style="list-style-type: none">a) Loss or damage directly or indirectly caused by or arising from :<ul style="list-style-type: none">i. moth, vermin, wear and tear, infestation, corrosion, damp, wet or dry rot, mould, frost or anything which happens gradually;ii. misuse, latent defect, faulty design, faulty workmanship or faulty materials;iii. dryness, dampness, extremes of temperature or exposure to light;iv. domestic pets chewing, scratching, tearing or fouling;v. dyeing, cleaning, repairing, renovating, restoration or being worked on; orvi. pollution or contamination of any kind other than as a result of escape of oil from a fixed domestic heating installation at the premises.b) Loss or damage caused by mechanical or electrical faults or breakdown.c) Loss or damage to any item being transported unless it is suitably packed and secured, given the nature of the item and how it is being transported.d) More than £10,000 in respect of any one item of valuables unless otherwise stated in the schedule.e) More than £25,000 in respect of any one item of antiques, works of art and gold and silver unless otherwise stated in the schedule.

Section Three - Valuables, Antiques and Works of Art, Gold and Silver (continued)

This Section of the insurance also covers	We will not pay
<p>A) New Acquisitions</p> <p>We will cover new items you have bought but which you have not told us about yet.</p>	<p>a) For loss or damage which we specifically exclude elsewhere under Section Three;</p> <p>b) More than 25% of the sum insured under this Section for valuables, gold and silver and antiques and works of art;</p> <p>c) After 60 days of purchase if you have not told us about buying the item.</p>
<p>B) Death of an Artist</p> <p>We will automatically increase the sum insured of any item listed in the specification of works of art by up to 200% up to a maximum of £100,000 if the artist dies during the period of insurance. We will only do this for the 6 months immediately following the death of that artist.</p>	<p>If you are unable to provide an independent, professional valuation or purchase receipt and proof of increased value which is less than 5 years old at the time of loss or damage.</p>
<p>C) Defective Title</p> <p>If, during the period of insurance, someone claims that any item listed in the specification of antiques and works of art is not rightfully yours and you are legally obliged to return the item to its rightful owner because it is proved that you do not have good title to it, we will pay you the amount you paid for it or the value shown in the specification if this is less.</p>	<p>a) More than £100,000 in total during the period of insurance;</p> <p>b) Unless you prove that you made enquiries about where the item came from before you bought it;</p> <p>c) Unless you bought the item during the period that the antiques and works of art have been insured with us;</p> <p>d) Unless you told us about a claim during the period of insurance.</p>

Conditions that only apply to Section Three - Valuables, Antiques and Works of Art, Gold and Silver

How we deal with your claim

1) Valuables

We will decide whether to repair, replace or pay for any item that is lost or damaged.

2) Antiques and works of art, gold and silver

In the event of partial loss or **damage**, **we** will pay all costs and expenses **you** have necessarily incurred, with **our** consent, in restoring the item(s) damaged plus any resulting depreciation in value, but not more than the sum insured for the damaged item(s).

In the event of total loss or destruction of **antiques and works of art, gold and silver**, **we** will pay the sum insured for such item(s) or their market value at the time of loss, whichever is less.

Section Three - Valuables, Antiques and Works of Art, Gold and Silver (continued)

3) Antiques and works of art, gold and silver

If, following a claim, **you** can produce a professional valuation (not more than 5 years old) which has been approved by **us**, **we** will treat the sum insured as automatically agreed.

After arriving at a claims settlement, **we** will deduct any applicable **excess** before paying the claim.

4) Loss buy-back provision

If **we** recover any of **your** items after **we** have paid a claim, **we** will write to **you** at **your** correspondence address shown in the **schedule** and if **you** wish **you** can buy it back from **us** within 60 days. **We** will charge:

- a) the amount **we** paid for **your** claim; or
- b) the fair market value of the item at the time **we** recover it

whichever is less.

Limitations that apply to Section Three - Valuables, Antiques and Works of Art, Gold and Silver

- 1) **We** will deduct the applicable **excess** from the agreed settlement of **your** claim as shown under General Conditions – **Excess** and **Excess Waiver on page 17**.
- 2) **We** will not pay more than the sums insured shown in **your schedule**.

Section Four – Accidents to Domestic Employees

This Section applies only if the **contents** are insured under Section Two.

What is covered	What is not covered
<p>We will pay for amounts you become legally liable to pay, including costs and expenses which we have agreed in writing, for bodily injury (including death or disease) by an accident happening during the period of insurance anywhere in the world to your domestic employees employed in connection with the premises shown in the schedule.</p>	<p>We will not pay for bodily injury caused directly or indirectly:</p> <ul style="list-style-type: none">a) by any motorised or horse-drawn vehicle other than;<ul style="list-style-type: none">i. domestic garden equipment whilst being used within the premises; andii. pedestrian-controlled garden equipment, electric wheelchairs or items designed for a child's use.b) by any communicable disease or condition.c) whilst the domestic employee is in Canada or the United States of America after the total period of stay in either or both countries has exceeded 60 days in the period of insurance.d) your liability for fines or penalties, or for damages which are only intended to punish you or to make an example of you.

Condition that only applies to Section Four – Accidents to Domestic Employees

We will not pay more than £10,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed to in writing.

Section Five - Legal Liability to the Public

This Section applies only if the **buildings** are insured under Section One and/or the **contents** are insured under Section Two.

Part A

This Section applies in the following way:

- If only **buildings** are insured, **your** legal liability as owner only but not as occupier is covered under Part A i) below;
- If only **contents** are insured, **your** legal liability as occupier only but not as owner is covered under Part A i) and Part A ii) below;
- If **buildings** and **contents** are insured, **your** legal liability as owner or occupier is covered under Part A i) and Part A ii) below.

What is covered	What is not covered
<p>A) We will pay you:</p> <p>i) as owner or occupier for any amounts you become legally liable to pay as damages for;</p> <p style="margin-left: 20px;">a) bodily injury (including death or disease); or</p> <p style="margin-left: 20px;">b) damage to property;</p> <p style="margin-left: 20px;">caused by an accident happening at the premises during the period of insurance;</p> <p style="text-align: center;">OR</p> <p>ii) as a private individual for any amounts you become legally liable to pay as damages for;</p> <p style="margin-left: 20px;">a) bodily injury (including death or disease); or</p> <p style="margin-left: 20px;">b) damage to property;</p> <p style="margin-left: 20px;">caused by an accident anywhere in the world during the period of insurance.</p>	<p>We will not pay for any liability:</p> <p>a) For bodily injury to;</p> <p style="margin-left: 20px;">i. you; or</p> <p style="margin-left: 20px;">ii. any person who at the time of sustaining such injury is engaged in your service;</p> <p>b) For bodily injury arising directly or indirectly from any communicable disease or condition;</p> <p>c) For damage to property owned by or in the charge or control of;</p> <p style="margin-left: 20px;">i. you; or</p> <p style="margin-left: 20px;">ii. any person engaged in your service;</p> <p>d) In Canada or the United States of America after the total period of stay in either or both countries has exceeded 60 days during the period of insurance.</p> <p>e) Arising directly or indirectly out of any profession, occupation, business or employment.</p> <p>f) Which you have assumed under contract and which would not otherwise have attached.</p> <p>g) Arising out of any criminal acts.</p> <p>h) Arising out of your ownership, possession or use of:</p> <p style="margin-left: 20px;">i. any motorised vehicle other than quad bikes, golf buggies, domestic garden equipment, mobility scooters or wheelchairs, provided that you, or someone acting with your permission, are not using them on any public road where the Road Traffic Act or similar legislation says you must insure them;</p>

Section Five - Legal liability to the public (continued)

What is covered	What is not covered
	<ul style="list-style-type: none"> ii. any aircraft or watercraft other than manually operated rowing boats, punts or canoes, sailboards or dinghies; iii. any animal other than cats, horses or dogs which are not designated as 'dangerous' under the Dangerous Dogs Act 1991 or similar legislation; iv. any power operated lift other than those designed for and used by the disabled or infirm and/or lifts that are the subject of an annual maintenance contract with a professional inspection company. <p>i) In respect of any kind of pollution and/or contamination other than;</p> <ul style="list-style-type: none"> i. caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the premises; and ii. reported to us not later than 30 days from the end of the period of insurance; <p>in which case all such pollution or contamination arising out of such accident shall be deemed to have happened at the time of such accident.</p> <p>j) Arising out of your ownership, occupation, possession or use of any land or building that is not within the premises.</p> <p>k) If you are entitled to payment under any other insurance, including but not limited to any horse or travel insurance, until such insurance is exhausted.</p> <p>l) Arising out of any goods or products designed, constructed, manufactured, altered, repaired, serviced, treated, sold, supplied or distributed by you.</p> <p>m) Your liabilities for fines or penalties, or for damages which are only intended to punish you or to make an example of you.</p>

Section Five - Legal Liability to the Public (continued)

This Section of the insurance also covers	We will not pay
<p>Part B) Unrecovered Court Awards</p> <p>We will pay for sums which you have been awarded during the period of insurance by a court in the United Kingdom and which still remain outstanding 3 months after the award has been made provided that:</p> <ol style="list-style-type: none"> I. Part A ii) of this Section would have paid you had the award been made against you rather than to you; II. there is no appeal pending; and III. you agree to allow us to enforce any right which we shall become entitled to upon making payment. 	
<p>Part C) Defective Premises</p> <p>We will pay for any amount you become legally liable to pay under section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any home previously owned and occupied by you.</p>	<ol style="list-style-type: none"> a) For any liability if you are entitled to payment under any other insurance; b) For the cost of repairing any fault or alleged fault.

Limitations that only apply to Section Five - Legal Liability to the Public

We will not pay

- a) in respect of pollution or contamination, more than £5,000,000 in all during the **period of insurance**.
- b) in respect of other liability covered under Section Five, more than £5,000,000 during the **period of insurance** for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

Section Six – Legal Expenses

Covering **your legal costs and expenses**.

Please read **your schedule** to see if this Section applies.

Definitions that only apply to Section Six – Legal Expenses

The definitions applying to the whole policy (on page 12) shall include or be substituted with the following definitions in respect of this Section only.

Appointed advisor	The solicitor, accountant, mediator or other adviser appointed by us to act on your behalf.
Collective conditional fee agreement	A legally enforceable agreement entered into on a common basis between the appointed advisor and us to pay their professional fees on the basis of “no-win-no-fee”.
Communication costs	The reasonable cost of United Kingdom phone calls, postage, photocopying, or faxes and credit reports where you have taken advice from our Identity Theft Advice and Resolution Service and are advised to correspond with credit agencies, banks, credit card companies, financial service providers or other parties in order to repair your credit rating, restore your identity or resolve a dispute that has arisen from the use of personal information without permission to commit fraud or other crimes.
Conditional fee agreement	A legally enforceable agreement between you and the appointed advisor to pay their professional fees on the basis of “no-win-no-fee”.
Domestic employee	Any person who lives at your home and is employed by you under a contract of service to carry out domestic duties for your household.
Geographical limits	For insured events A and C - the European Union, the Channel Islands, the Isle of Man, Norway and Switzerland. For all other insured events - the United Kingdom
Insurer	Lloyd’s Syndicate 2001 managed by Amlin Underwriting Limited through its service company Amlin UK Limited.
Legal costs and expenses	<ol style="list-style-type: none">a) Legal costs and disbursements reasonably and proportionately incurred by the appointed advisor on the standard basis and agreed by us in advance. The term “standard basis” can be found within the Courts’ Civil Procedure Rules Part 44.b) The cost of experts’ reports reasonably and properly incurred by the appointed advisor.c) In civil claims, other side’s costs, fees and disbursements where you have been ordered to pay them or pay them with our agreement.d) Accountancy fees reasonably incurred under insured event G Tax by the appointed advisor and agreed by us in advance.e) Communication costsf) Accommodation and / or storage costs for insured event M.

Section Six – Legal Expenses (continued)

Let Property	The residential property which is located in England, Wales, Scotland or Northern Ireland and which you let or intend to let under a tenancy agreement .
Reasonable prospects of success	<ul style="list-style-type: none">a) Other than as set out in b) and c) below, a greater than 50% chance of you successfully pursuing or defending the claim and if you are seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtainedb) In criminal prosecution claims where you:<ul style="list-style-type: none">i. plead guilty, a greater than 50% chance of successfully reducing any sentence or fine; orii. plead not guilty, a greater than 50% chance of that plea being accepted by the court.c) In civil claims involving an appeal, a greater than 50% chance of you being successful.
Small claims court	A court in England and Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6(1) of the Civil Procedure Rules 1999; a court in Scotland that uses the small claims procedure as set out by the Act of Sederunt (Small Claims) Rules 2002; a court in Northern Ireland where the sum in dispute is less than £3,000, or the equivalent jurisdiction in the Channel Islands and Isle of Man or other country where the policy applies.
Tenancy Agreement	<p>An agreement you enter into to let your let property to a tenant</p> <ul style="list-style-type: none">a) Under an assured shorthold tenancy; orb) Under a shorthold tenancy; orc) Under an assured tenancy; <p>as defined by the Housing Act 1988 as amended by the Housing Act 1996 and the Assured Tenancies (Amendment) (England) Order 2010 or the Housing (Scotland) Act;</p> <ul style="list-style-type: none">a) In accordance with the Private Tenancies (Northern Ireland) Order 2006; orb) To a limited company or business partnership for residential purposes by its employees
We/us/our	ARAG plc who is authorised under an administration agreement to administer this insurance and handle claims on behalf of the Insurer .

Section Six – Legal Expenses (continued)

How to make a claim

If **you** need to make a claim under this section **you** must notify **us** as soon as possible.

- a) Under no circumstances should **you** instruct **your** own lawyer as the **insurer** will not pay any costs incurred without **our** agreement.
- b) **You** can request a claim form by telephoning 0117 917 1698 between 9am and 5pm Monday to Friday (except bank holidays) or at any time by downloading one at www.arag.co.uk/newclaims.
- c) **We** will issue **you** with a written acknowledgement within one working day of receiving **your** claim form.
- d) Within five working days of receiving all the information needed to assess the availability of cover under this section, **we** will write to you either:
 - i. confirming the appointment of an **appointed advisor** who will promptly progress the claim for **you**; or
 - ii. if the claim is not covered, explaining in full why and whether **we** can assist in another way.
- e) When a lawyer is appointed they will try to resolve **your** dispute without delay, arranging mediation whenever appropriate. Matters cannot always be resolved quickly particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

How we deal with your claim

Following an insured event as specified under A to M of Section Six, the **insurer** will pay **your legal costs and expenses** up to £100,000 for all claims related by time or original cause including the cost of appeals, subject to all of the following requirements being met;

- A) The insured event happens within the **geographical limits**.
- B) The claim
 - a) always has **reasonable prospects of success**
 - b) is reported to us
 - i. during the **period of insurance**; and
 - ii. as soon as **you** first become aware of circumstances which could give rise to a claim; and
 - iii. within 60 days of rent first becoming over-due where **you** are claiming to pursue rent arrears.
- C) Unless there is a conflict of interest **you** always agree to use the **appointed advisor** chosen by **us** in any claim
 - i. to be heard by the **small claims court** and/or
 - ii. before proceedings have been or need to be issued.
- D) Any dispute will be dealt with by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory or licensing body; or mediation agreed with **us**.

A claim is considered to be reported to **us** when **we** have received **your** fully completed claim form.

Section Six – Legal Expenses Insured Events

Covering Legal Costs and Expenses

What is covered	What is not covered
<p>A) Personal injury A sudden event that directly causes your physical bodily injury or death.</p>	<p>Any claim relating to:</p> <ul style="list-style-type: none"> a) a condition, illness or disease which develops gradually or over time; b) mental injury, nervous shock, depression or psychological symptoms where you have not sustained physical bodily injury; c) defending any dispute other than an appeal.
<p>B) Clinical negligence A dispute arising from alleged clinical negligence or malpractice.</p>	<ul style="list-style-type: none"> a) Any claim relating to a contract dispute; b) Defending any claim other than an appeal.
<p>C) Consumer contracts A dispute arising out of an agreement or alleged agreement entered into by you for:</p> <ul style="list-style-type: none"> a) buying or hiring consumer goods or services; b) privately selling goods; c) buying or selling your home; d) renting your home as a tenant; e) the occupation of your home under a lease. 	<p>Any claim relating to:</p> <ul style="list-style-type: none"> a) disputes with tenants or where you are the landlord or lessor; b) loans, mortgages, pensions, or any other banking, life or long term insurance products, savings or investments; c) your business activities, trade, venture for gain, profession or employment; d) a contract involving a motor vehicle ; e) a settlement due under an insurance policy; f) construction work, or designing, converting or extending any building where the contract value exceeds £6,000 including VAT.
<p>D) Property A dispute relating to visible property owned by you following:</p> <ul style="list-style-type: none"> a) an event which causes damage to your physical property, including your home, your let property and other residence owned and occupied by you from time to time provided that in respect of a claim against your tenant you have prepared, prior to the granting of the tenancy, a detailed inventory of the contents and condition of the let property which the tenant has signed. b) a public or private nuisance or trespass provided that where any boundary is in dispute, you have proof of where the boundary lies. 	<ul style="list-style-type: none"> a) The first £250 of any claim under insured event D b). You must pay this as soon as we accept your claim. b) Any claim relating to: <ul style="list-style-type: none"> i. a contract you have entered into other than a tenancy agreement; ii. any building or land other than your home, your let property or other residence occupied by you from time to time; iii. a motor vehicle; iv. the compulsory purchase of, or demolition, restrictions, controls or permissions placed on your property by any government, local or public authority ; v. defending any dispute under insured event D a) other than defending a counter claim or an appeal; c) A dispute with any party other than the person(s) who caused the damage, nuisance or trespass.

Section Six – Legal Expenses Insured Events (continued)

What is covered	What is not covered
<p>E) Employment</p> <p>A dispute with your current, former or prospective employer relating to your contract of employment or related legal rights. A claim can be brought once all internal dismissal, disciplinary and grievance procedures as set out in the:</p> <ul style="list-style-type: none"> a) ACAS Code of Practice for Disciplinary and Grievance Procedures; or b) Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland; <p>have been or ought to have been concluded.</p> <p>You must cooperate fully with ACAS regarding mediation and must not do anything that hinders a successful outcome.</p>	<p>Any claim relating to:</p> <ul style="list-style-type: none"> a) disputes arising solely from personal injury; b) defending a claim other than defending an appeal; c) legal costs and expenses for an employer's internal disciplinary process or an employee's grievance hearing or appeal; d) fees that are recoverable from an employer or ex-employer by order of the court or where you qualify to have all or part of the fees refunded or reduced by HM Courts & Tribunals Service; e) the compromise or settlement agreement between you and your employer. We will be able to help you find a suitable solicitor to assist with this at your own expense.
<p>F) Disputes with domestic employees</p> <p>A dispute with your domestic employee that arises from:</p> <ul style="list-style-type: none"> a) their dismissal by you; b) the terms of a contract of service or service occupancy agreement between you and your domestic employee; c) an alleged breach of your domestic employee's legal rights under employment laws. 	<p>Any claim relating to:</p> <ul style="list-style-type: none"> a) disciplinary hearings or internal grievance procedures; b) personal injury; c) you pursuing a claim against your domestic employee other than a claim to recover possession of a part of your home or other accommodation provided by you under a service occupancy agreement.
<p>G) Tax</p> <p>A formal aspect or full enquiry into your personal tax affairs provided that all returns are complete and have been submitted within the legal timescales permitted.</p>	<p>Any claim relating to:</p> <ul style="list-style-type: none"> a) tax returns where HM Revenue & Customs levy a penalty or claim interest or which contain negligent misstatements; b) a business or venture for personal gain; c) where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to your financial arrangements; d) any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland; e) an investigation by the Special Investigations (SI) Branch of HM Revenue & Customs.

Section Six – Legal Expenses Insured Events (continued)

What is covered	What is not covered
<p>H) Legal defence</p> <p>a) Work</p> <p>Your alleged act or omission arising from your work as an employee that results in:</p> <ol style="list-style-type: none"> i. the police or others with the power to prosecute interviewing you; ii. a prosecution being brought against you in a court of criminal jurisdiction; iii. civil proceedings being brought against you. <p>b) Motor</p> <p>A motoring prosecution brought against you.</p> <p>c) Landlord</p> <p>Your alleged act or omission arising from your legal obligations in relation to your let property.</p> <p>d) Other</p> <p>A formal investigation or disciplinary hearing brought against you by a professional or regulatory body.</p>	<p>Any claim relating to:</p> <ol style="list-style-type: none"> a) owning a vehicle or driving without motor insurance or driving without a valid driving licence; b) a parking offence.
<p>I) Loss of earnings</p> <p>Your absence from work to attend court, tribunal, arbitration or regulatory proceedings at the request of the appointed advisor or whilst on jury service which results in loss of earnings.</p>	<ol style="list-style-type: none"> a) Loss of earnings in excess of £1,000; b) Any sum which can be recovered from the court or tribunal.
<p>J) Identity theft</p> <p>A dispute arising from the use of your personal information without your permission to commit fraud or other crimes provided that you contact our Identity theft advice and resolution service as soon as you suspect that your identity may have been stolen.</p>	<p>The insurer will not pay for any money claimed, goods, loans or other property or financial loss or benefit obtained as the result of the identity theft.</p>

Section Six – Legal Expenses Insured Events (continued)

What is covered	What is not covered
<p>K) Repossession</p> <p>Repossession of your let property provided you have:</p> <ul style="list-style-type: none"> a) demanded rent in writing from your tenant as soon as it is overdue and can provide evidence of this; and b) given the tenant the correct notices for repossession of your let property; and c) a right of possession under either <ul style="list-style-type: none"> i. Schedule 2. Part 1 (grounds 1 to 8); or ii. Schedule 5. Part 1 (grounds 1 to 8); or iii. Part 1, Section 21; or iv. Part 2, Section 33 of the Housing Act 1988 as amended by the Housing Act 1996; the Assured Tenancies (Amendment) England Order 2010 or the Housing (Scotland) Act; or d) a legal right to repossess let property under the provisions of the Private Tenancies (Northern Ireland) Order 2006. 	
<p>L) Recovery of rent arrears</p> <p>Pursuit of your legal right to recover rent due under a tenancy agreement for your let property.</p>	
<p>M) Accommodation & storage costs</p> <ul style="list-style-type: none"> a) Your accommodation costs while you are unable to get possession of your let property. b) Storage costs you incur to store your personal possessions while you are unable to reoccupy your let property. 	<p>The insurer will not pay:</p> <ul style="list-style-type: none"> a) accommodation costs exceeding £175 per day and in excess of £5,250 in total; b) storage costs exceeding £50 for each complete week and in excess of £300 in total.

Section Six – Legal Expenses

Exclusions that only apply to Section Six – Legal Expenses

The exclusions below apply to this section in addition to general policy exclusions on page 16.

You are not covered for any claim arising from or relating to:

- a) **legal costs and expenses** incurred without **our** consent;
- b) any actual or alleged act or omission or dispute happening before, or existing at the start of the **period of Insurance** and which **you** believed or ought reasonably to have believed could have led to a claim under this section;
- c) an amount below £100;
- d) an allegation against **you** involving:
 - i. assault, violence, or dishonesty, malicious falsehood or defamation;
 - ii. the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials;
 - iii. illegal immigration;
 - iv. offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences);
- e) a dispute between **your** family members;
- f) a deliberate or reckless act on **your** part;
- g) a judicial review;
- h) a dispute arising from or relating to clinical negligence except as provided for an Insured Event B Clinical negligence;
- i) registering, assessing or reviewing rent, rent control, leasehold valuation or the jurisdiction of the First Tier Tribunal (Property Chamber);
- j) a **let property** which is or should have been registered as a House of Multiple Occupation;
- k) a dispute with **us** not dealt with under Condition 6, or the company that sold this policy.
- l) the payment of fines, penalties or compensation awarded against **you**.

Conditions that only apply to Section Six - Legal Expenses

The conditions below apply to this section in addition to general policy conditions

Your responsibilities.

1) **You** must

- a) tell **us** as soon as reasonably possible of anything that may make it more costly or difficult for the **appointed advisor** to resolve the claim in **your** favour;
- b) cooperate fully with **us**, give the **appointed advisor** any instructions required, and keep them updated with the progress of the claim and not hinder them;
- c) take reasonable steps to claim back **legal costs and expenses** and employment tribunal fees and, where recovered, pay them to the **insurer**;
- d) keep **legal costs and expenses** as low as possible;
- e) allow the **insurer** at any time to take over any claim and conduct it in **your** name.

2) **Freedom to choose an appointed advisor**

- a) In certain circumstances as set out in 2b) below **you** may choose an **appointed advisor**. In all other cases no such right exists and **we** shall choose the **appointed advisor**;
- b) **You** may choose the **appointed advisor** if
 - i. **we** agree to start legal proceedings or proceedings are issued against **you**
 - ii. there is a conflict of interest;

Section Six – Legal Expenses (continued)

- c) Where **you** wish to exercise **your** right to choose, **you** must write to **us** with **your** preferred representative's contact details. Where **you** choose to use **your** preferred representative, the **insurer** will not pay more than **we** agree to pay a solicitor from **our** appointed advisor panel;
- d) If **you** dismiss the **appointed advisor** without good reason, or withdraw from the claim without **our** written agreement, or if the **appointed advisor** refuses with good reason to continue acting for **you**, cover will end immediately.
- e) In respect of a claim under insured events A Personal injury, B Clinical negligence, C Consumer contracts and E Employment, **you** must enter into a **conditional fee agreement** or the **appointed advisor** must enter into a **collective conditional fee agreement**, where legally permitted.

3) Consent

You must agree to **us** having sight of the **appointed advisor's** file relating to **your** claim. **You** are considered to have provided consent to **us** or **our** appointed agent to have sight of **your** file for auditing and quality control purposes.

4) Settlement

- a) **The insurer** has the right to settle the claim by paying its reasonable value.
- b) The **insurer** has the right to recover employment tribunal and employment appeal tribunal fees from a settlement agreed between **you** and **your** employer or ex-employer under insured event E Employment.
- c) **You** must not negotiate, settle the claim or agree to pay **legal costs and expenses** without **our** written agreement.
- d) If **you** refuse to settle the claim following advice to do so from the **appointed advisor**, the **insurer** reserves the right to refuse to pay further **legal costs and expenses**.
- e) **You** must settle **communication costs** arising from insured event J Identity theft in the first instance and make a receipted claim to **us** for reimbursement.

5) Barrister's opinion

We may require **you** to obtain and pay for an opinion from a barrister regarding the merits or value of **your** claim. If the opinion supports **you**, then the **insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **us**, then the **insurer** will pay for a final opinion which shall be binding on **you** and **us**. This does not affect **your** right in Condition 6 below.

6) Disputes

If any dispute between **you** and **us** arises from this section **you** can make a complaint to **us** as described on page 8 and 9 of this policy and **we** will try to resolve the matter.

7) Acts of Parliament

All legal instruments and rules referred to within this section shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation.

Section Seven – Helplines

Please read **your schedule** to see if this section applies.

The services under this section are available to **you** during the **period of insurance**.

A) Legal and tax advice

If **you** have a legal or tax problem please take advantage of **our** confidential legal and tax advice helpline. The legal advice helpline is open 24 hours a day, 365 days a year and tax advice is available between 9am and 5pm on weekdays (except bank holidays). The advice covers personal legal matters within EU law or personal tax matters falling within United Kingdom law. Services are subject to fair and reasonable use. **Your** query will be dealt with by a qualified specialist experienced in handling legal and tax related matters. **You** can get advice by phoning **0330 303 1839**.

B) Identity theft advice and resolution service

Call between 8am and 8pm for advice about keeping **your** identity secure or if **you** suspect someone has used **your** personal information without **your** permission to commit fraud. **Our** case workers can advise **you** about contacting **your** bank or Credit Card Company and will help **you** to contact credit referencing agencies to restore **your** credit rating. The number is **0333 000 2083**.

In order to check and improve service standards, **your** call may be recorded.

C) Consumer and Landlord Legal Services Websites

Register at www.araglegal.co.uk and enter voucher code

- AFE48BBE98B5 to access **our** digital law guide and download legal documents to help with consumer legal matters.
- EC426C378CB8 to access **our** digital law guide and download legal documents to help with landlord and tenancy legal matters.

Section Eight – Home emergency

Covering emergency costs following an insured event which results in a home emergency.

Please read **your schedule** to see if this Section applies.

Definitions that only apply to Section Eight – Home emergency

The definitions applying to the whole policy on page 12 shall include or be substituted with the following definitions in respect of this Section only.

Central heating boiler	A boiler: a) located in your home ; and b) which has been serviced no more than 12 months before the date of your home emergency .
Contractor	The contractor or tradesperson chosen by us to respond to your home emergency .
Emergency costs	a) Contractor's reasonable and properly charged labour costs, parts and materials, and where necessary; b) Alternative accommodation costs incurred under Insured Event H. The maximum payable by the Insurer is £1,000 for all claims related by time or original cause.
Home emergency	A sudden unexpected event which clearly requires immediate action in order to: a) prevent damage or avoid further damage to the home ; and/or b) render the home safe or secure; and/or c) restore the main services to the home ; and/or d) alleviate any health risk to you .
Insurer	Lloyd's Syndicate 2001 managed by Amlin Underwriting Limited through its service company Amlin UK Limited
Vermin	Brown or black rats, house or field mice and wasps' or hornets' nests.
We/us/our	ARAG plc who is authorised under an administration agreement to administer this insurance and handle claims on behalf of the Insurer .

How we deal with your claim

Following an insured event which results in a **home emergency** the **insurer** will pay **emergency costs** provided that the claim is reported to **us**

- a) during the **period of insurance**; and
- b) as soon as **you** first become aware of a **home emergency**; and **you** always agree to use the **contractor** chosen by **us**.

Section Eight – Home emergency Insured Events

What is covered	What is not covered
<p>A) Main heating system</p> <p>The total failure or complete breakdown, whether or not caused by accidental damage, of the main heating system (including a central heating boiler, all radiators, hot water pipes and water storage tanks) in your home.</p>	<p>You are not covered for any claim arising from or relating to:</p> <ul style="list-style-type: none"> a) emergency costs which have been incurred before we accept a claim; b) an insured event which happens within the first 48 hours of cover if you purchase this section at a different time from other sections of this policy; c) emergency costs if there is no one at home when the contractor arrives and access cannot be gained; d) any matter occurring before or existing at the start of the period of insurance and which you believed or ought reasonably to have believed could give rise to a claim under this section; e) any wilful or neglectful act or omission or any third party interference or faulty workmanship which does not comply with the recognised industry standards or manufacturer's instructions; f) a main heating system (including a central heating boiler) which is more than 15 years old; g) an LPG fuelled, oil fired, warm air, solar and un-vented heating systems; or boilers with an output over 60Kw/hr; h) the cost of making permanent repairs including any redecoration or making good the fabric of your home; <ul style="list-style-type: none"> i. once the emergency situation has been resolved; ii. arising from damage caused in the course of the repair or investigation of the cause of the Insured Event or in gaining access to your home; i) the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply; j) the replacement of parts that suffer damage or the gradual process of wear and tear over time (such as dripping taps, washers or discs forming part of a tank pipe or tap); k) garages (unless integral), outbuildings, boundary walls, hedges, cess pits fuel tanks or septic tanks; l) your home being left unoccupied for more than 30 days consecutively;
<p>B) Plumbing and drainage</p> <p>The sudden damage to, blockage, breakage or flooding of, the drains or plumbing system including water storage tanks, taps and pipe-work located within your home, which results in a home emergency.</p>	
<p>C) Home security</p> <p>Damage (whether or not accidental) or the failure of external doors, windows or locks, which compromises the security of your home.</p>	
<p>D) Toilet unit</p> <p>Breakage or mechanical failure of a toilet bowl in your home or cistern resulting in the loss of function.</p>	
<p>E) Domestic power supply</p> <p>The failure, whether or not caused accidentally, of your home's domestic electricity or gas supply.</p>	
<p>F) Lost keys</p> <p>Loss or theft of the only available set of keys to your home if you cannot replace them to gain normal access.</p>	
<p>G) Vermin infestation</p> <p>Vermin causing damage inside the home or a health risk to you.</p>	
<p>H) Alternative accommodation costs</p> <p>Your overnight accommodation costs including transport to such accommodation following a home emergency which makes the home unsafe, insecure or uncomfortable to stay in overnight.</p>	

Section Eight – Home emergency (continued)

What is covered	What is not covered
	m) goods or materials covered by a manufacturer's, supplier's or installers' warranty; n) the failure of equipment or facilities which have not been installed, maintained or serviced in accordance with legal regulations or manufacturer's instructions, or which is caused by a design fault which makes them inadequate or unfit for use; o) subsidence, landslip or heave ; p) a property that you rent or let; q) blockage of supply or waste pipes to your home due to freezing weather conditions.

How to make a claim

If **you** have a **home emergency**;

- a) Please telephone 0330 303 1841 (lines are open 24 hours a day, 365 days a year) as soon as possible, providing **us** with **your** name, address, postcode and the nature of the problem;
- b) **We** will record **your** details and then decide on the best course of action to limit **your** loss and/or repair the **damage**. If the event relates to an emergency covered by this section **we** will call out a member of **our** emergency contractor network. Poor weather conditions or remote locations may affect normal standards of service;
- c) If **you** are claiming for alternative accommodation costs **you** must obtain **our** authority to incur costs before booking somewhere to stay. **You** will have to pay for the accommodation when **you** check out and send **your** receipt to **us** to be reimbursed.
- d) It is important **you** notify **us** as soon as possible of any claim, and do not call out **your** own contractors as **we** will not pay their costs.
- e) **You** must report any major emergency which could result in serious **damage** to **your home** or injury, to the Emergency Services or the company that supplies the service;
- f) **Your** call may be recorded for training and security purposes and will be answered as soon as possible.

Conditions that only apply to Section Eight – Home emergency

The conditions below apply to this Section in addition to General Conditions on page 17.

a) **Your responsibilities**

You must:

- i. not do anything that hinders **us** or the **contractor**;
- ii. tell **us** without delay after becoming aware of a **home emergency**;
- iii. tell **us** as soon as reasonably possible of anything that might materially alter **our** assessment of the claim;
- iv. cooperate fully with the **contractor** and **us**;
- v. take reasonable steps to recover **emergency costs** that the **insurer** pays and pay to the **insurer** all costs that are recovered should these be paid to **you**;
- vi. minimise any **emergency costs** and try to prevent anything happening that may cause a claim;
- vii. allow the **insurer** at any time to take over and conduct in **your** name any claim, proceedings or investigation;
- viii. be able to prove that the **central heating boiler** has been serviced within 12 months prior to a **home emergency** claim.

b) **Our consent**

We must give **you our** consent to incur **emergency costs**. The **insurer** does not accept liability for **emergency costs** incurred without **our** consent.

c) **Settlement**

You must not settle the **contractor's** invoice or agree to pay **emergency costs** that **you** wish to claim for under this section without **our** agreement.

d) **Disputes**

If any dispute between **you** and **us** arises from this section **you** can make a complaint to **us** as described on page 8 and **we** will try to resolve the matter.



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