

**POLICY WORDING**

# **Premier Elite Home Insurance**





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# Welcome

Thank **You** for choosing Towergate Premier Elite Home Insurance to protect **Your** property.

**We** want to help **You** understand **Your** Towergate Premier Elite Home Insurance policy and make **You** aware that the information **You** have provided is part of a legally binding contract of insurance with **Us**.

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

This policy is not complete without a policy **Schedule**. **Your** policy **Schedule** will be issued to **You** if **Your** application for insurance is accepted.

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

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

When drawing up this contract **We** have relied on the information and statements **You** have provided in **Your** application or subsequent renewals and **Your** premium has been based upon the information shown in the **Schedule**.

**If You are in any doubt about the level of cover provided, or if You have any questions relating to this insurance, please contact Your Broker immediately.**



# Important Information about Your Policy

## The Insurers or Service Providers

This Policy has been produced by Pen Underwriting Limited, a Managing General Agent of the Insurers detailed below. As Managing General Agent, for Sections One to Four, Pen Underwriting Limited underwrites Insurance and handles Claims for **You** on behalf of:

### Aviva Insurance Limited

Sections One to Four of this policy are underwritten by Aviva Insurance Limited.

Aviva Insurance Limited is registered in Scotland, No. 2116. Registered Office: Pitheavlis, Perth PH2 0NH. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority with Firm Reference Number 202153.

**You** can check this information and obtain further information about how the Financial Conduct Authority protects **You** by visiting their website at [fca.org.uk](https://www.fca.org.uk)

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

In providing insurance services, Pen will share **Your** personal data with Aviva. For information on how Aviva use **Your** personal data, please refer to Aviva's Privacy Policy at [aviva.co.uk/privacypolicy](https://www.aviva.co.uk/privacypolicy)

### AmTrust Europe Limited

Sections Five and Six of this Policy are Underwritten by:

AmTrust Europe Limited, Registered Office: 10th Floor, Market Square House, St James's Street, Nottingham NG1 6FG.

AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. Register number is 1229676.

### Towergate Insurance

This policy is administered by Towergate Insurance.

Towergate Insurance is a trading name of Advisory Insurance Brokers Limited. Registered in England Company No. 4043759. Registered Office: 2 Minster Court, Mincing Lane, London EC3R 7PD. Authorised and regulated by the Financial Conduct Authority under firm reference number: 313250. This can be checked on the FCA's register by checking the FCA website at [fca.org.uk/register](https://www.fca.org.uk/register) or by contacting them on **0800 111 6768**.



## **Your total peace of mind**

**We** are covered by the Financial Services Compensation Scheme. Depending on the circumstances of **Your** claim **You** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if **We** cannot meet **Our** obligations. See [fscs.org.uk](https://www.fscs.org.uk)

## **Policy format**

Please get in touch by contacting **Your Broker** if **You** need **Your** documents in large font, braille, or as audio.



# Things We need to tell You about

## Advisory Insurance Broker's Fair Processing Notice

The privacy and security of your information is important to us. This notice explains who we are, the types of information we hold, how we use it, who we share it with and how long we keep it. It also informs you of certain rights you have regarding your personal data under current data protection law. We will update this notice as required and at least annually. Therefore, we suggest you revisit this notice periodically to keep yourself informed.

The terms used in this Fair Processing Notice are based on those used by the Information Commissioner's Office. Find out more about the ICO here: [ico.org.uk](https://ico.org.uk)

### Who are we?

Advisory Insurance Brokers Limited (part of the Ardonagh Group) is the Data Controller of the information you provide us and is registered with the Information Commissioner's Office for the products and services we offer.

You can contact us for general data protection queries by email to [advisorydataprotection@ardonagh.com](mailto:advisorydataprotection@ardonagh.com) or in writing to: The Ardonagh Advisory Data Protection Officer, 2nd Floor, The Octagon, Colchester CO1 1TG. Please advise us of as much detail as possible to comply with your request.

For further information about The Ardonagh Group of companies please visit [ardonagh.com/about-us/business-portfolio](https://ardonagh.com/about-us/business-portfolio). Please note that different parts of the group may have different data protection officers.

### What information do we collect?

To enable us to provide you with the products or services to meet your needs we will collect personal information which may include your name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to your enquiry or product and payment details (including bank account number and sort code). Some of these details may also be required about other individuals who will benefit from the product or services we provide. In some of our call centre operations we may routinely record telephone conversations.

We may need to request and collect sensitive personal information such as details of convictions or medical history for us to provide you with the product or service or to process a claim.

We only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. We will therefore not seek your explicit consent to process this information as it is required by us to provide the product or service you have requested and is legitimised by its criticality to the service provision. If you object to the processing of this information, then we will be unable to offer you that product or service. Where you have given consent for the processing of your data, you may withdraw that consent at any time.

Please note that typically we process data on the legal basis that it relates to a contract of insurance, or a contract to provide you with risk advice, so the right to erasure, which does not apply to personal information processed for a contractual purpose, will not be applicable in many instances.

However, we may also collect personal data for marketing purposes from publicly available sources or product development purposes where it is in our legitimate interests to do so.



## How do we use your personal information?

We will use your personal data for the purposes set out in the table below.

Purpose for which we may process your data	Legal basis for processing this data
Assess and provide the products or services that you have requested; this may include a search with a credit reference bureau, or data enrichment services.	Processing in connection with a contract.
Communicate with you to provide our services, including risk advice.	Processing in connection with a contract.
Develop new products, systems and services.	Legitimate interests.
Undertake statistical and risk analysis.	This will be on a legitimate interested basis unless we conduct specific work for you on a contractual basis.
Marketing and self-promotional activity.	Legitimate interests.
Support monitoring and quality management of our employees and processes.	Processing in connection with a contract.

We may also take the opportunity to:

- Contact you about products that are closely related to those you already hold with us.
- Provide additional assistance and advice about risk and insurance news, products, or services, as part of any advised insurance services that we provide to you.
- Notify you of important functionality changes to our websites.

From time to time we may use your information to provide you with details of marketing or promotional opportunities and offers relating to other products and services from other companies in the Ardonagh Group, subject to relevant marketing regulations and permissions.

From time to time we will need to call you for a variety of reasons relating to your products or service (for example, to update you on the progress of a claim or to discuss renewal of your insurance contract). We are fully committed to Ofcom regulations and have strict processes to ensure we comply with them.

To ensure the confidentiality and security of the information we hold, we may need to request personal information and ask security questions to satisfy ourselves that you are who you say you are.

We may aggregate information and statistics on website usage or for developing new and existing products and services, and we may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

Any new information you provide us may be used to update an existing record we hold for you.



### **Securing your personal information**

We have implemented mandatory security procedures in the storage and disclosure of your personal information in line with industry practices, including storage in electronic and paper formats.

We store all the information that you provide to us, including information provided via forms you may complete on our websites, and information which we may collect from your browsing (such as clicks and page views on our websites).

We also require our business partners, suppliers, and third parties to implement mandatory security procedures that are equivalent to our own, to protect your information from unauthorised access, use, and disclosure.

### **When do we share your information?**

To help us prevent financial crime, your details may be submitted to fraud prevention agencies and other organisations where your records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Ardonagh Group, third parties (for example insurers, loss adjusters, data enrichment services, credit lenders or claims management companies) deliver some of our products or provide all or part of the service requested by you. In these instances, while the information you provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to you or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

We, or our partners, may make searches of your credit history.

We may use firms involved in financial management regarding payment.

We may also share your data with other companies who carry out market research on our behalf and who may contact you for the purpose of obtaining feedback on the products and services we offer.

We may share corporate contact information within The Ardonagh Group of companies to assist in providing you with risk advice and keeping you informed about additional products and services. View more information on the companies within the Ardonagh Group.

The data we collect about you may be transferred to, and stored at, a destination outside of the European Economic Area ("EEA"). It may also be processed by staff operating outside of the EEA who work for us or for one of our suppliers. Such staff may be engaged in, amongst other things, the provision of information you have requested. Whenever we send information outside of the EEA, we will ensure that we have taken the appropriate steps to do so in a manner compliant with the relevant data protection legislation.

If we provide information to a third party, we will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that your data is treated securely and in accordance with this Fair Processing Notice.

We may of course be obliged by law to pass on your information to the police or other law enforcement body, or statutory or regulatory authority including but not limited to the Employer's Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

We may also share your information with anyone you have authorised to deal with us on your behalf.



### How long do we keep your information for?

We will not keep your personal information longer than is necessary for the purpose for which it was provided unless we are required by law or have other legitimate reasons to keep it for longer (for example if necessary to meet legal and regulatory obligations).

We will typically keep information for no more than 6 years after termination or cancellation of a product, contract, or service we provide, or the closure of a claim or complaint. In certain cases, we will keep your information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by you or a third party at a future date, even after your contract with us has ended.

### Your rights

There are a number of rights that you have under data protection law. Commonly exercised rights are:

- Access – You may reasonably request a copy of the information we hold about you.
- Erasure – Where we have no legitimate reason to continue to hold your information, you have the right to have your data deleted (sometimes known as the right to be forgotten).
- Correction – You may request correction of the personal information we hold about you to enable any incomplete information to be corrected.
- We may use automated decision making in processing your personal information for some services and products. You can request a manual review of the accuracy of an automated decision if you are unhappy with it.

### How to complain

If you have any concerns about our use of your personal information, you can make a complaint to us by email to **advisorydataprotection@ardonagh.com** or in writing to: The Data Protection Officer, The Ardonagh Advisory Data Protection Officer, 2nd Floor, The Octagon, Colchester CO11TG.

You can also complain to the ICO if you are unhappy with how we have used your data.

The ICO's address:  
Information Commissioner's Office  
Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF

Helpline number: **0303 123 1113**

ICO website: **ico.org.uk**

### Our agreement with you

This policy is a legal contract between **You** and **Us**.

In return for payment of the premium shown in the **Schedule**, **We** agree to insure **You**, subject to the terms and conditions contained in this insurance or any **Endorsements** shown on the **Schedule**, against any loss or damage **You** sustain or legal liability **You** incur for accidents happening during the **Period of Insurance**.



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

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

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

If **We** establish that **You** carelessly provided **Us** with false or misleading information it could adversely affect **Your** policy and any claim. For example, **We** may:

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

**We** or **Your Broker** will write to **You** if **We**:

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

If **You** become aware that the information **You** have given **Us** is inaccurate, **You** must inform **Your Broker** as soon as practicable.

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

## Our use of language

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

## Telephone calls and recording

Calls to 0800 numbers from UK landlines and mobiles are free. The cost of calls to 03 prefixed numbers are charged at national call rates (charges may vary dependent on **Your** network provider) and are usually included in inclusive minute plans from landlines and mobiles. For **Our** joint protection telephone calls may be recorded and/or monitored.



## The law applicable to this insurance

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

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

## Several liability clause

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

## Data Privacy Notice

Pen Underwriting Limited are the data controller of any personal data you provide to us. We collect and process personal data in order to offer and provide insurance services and policies and to process claims. Personal data is also used for business purposes such as fraud prevention and detection, financial management, to generate risk modelling, conduct analytics including to advise, improve and develop our products and services and to comply with our legal and regulatory obligations. This may involve sharing information with, and obtaining information from, our group companies and third parties such as (re)insurers, other brokers, loss adjusters, credit reference agencies, service providers, professional advisors, our regulators or fraud prevention agencies.

We may record telephone calls to help us to monitor and improve the service we provide as well as for regulatory purposes.

Please see our Privacy Notice for further information on how your personal data is used, shared, disclosed and retained, your rights in relation to your personal data and how to contact our Data Protection Officer. Our Privacy Notice can be found at [penunderwriting.co.uk/privacy-policy](https://penunderwriting.co.uk/privacy-policy). From time to time we may make important updates to our Privacy Notice and these may in turn affect the way we use and handle your data. Please ensure you review our Privacy Notice periodically to ensure you are aware of any changes.

If you are entering into this agreement in the course of your business, or as a charity, for charitable purposes and providing information on other individuals to us, for example your employees and/or any other party that would be covered under the insurance policy we may be placing or services we may provide to you, you shall ensure that individuals whose personal data you are providing to us have been provided with fair processing notices that are sufficient in scope and purpose, and that you have obtained all appropriate consents, where required, or are otherwise authorised, to transfer the personal data to us and enable us to use the personal data and process the personal data for the purposes of this agreement and as set forth in our Privacy Notice. You must not share personal data with us that is not necessary for us to offer, provide or administer our services to you.



# Definitions

## Applicable to this insurance

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

### Accidental Damage

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

### Bodily Injury

Physical injury including accidental death, disease or illness.

### Broker

The intermediary who arranged this insurance on **Your** behalf.

### Buildings

The **Buildings** used for domestic purposes, situated at the address or addresses shown in **Your Schedule** which are owned by **You**, or for which **You** have a legal responsibility, including:

- the main domestic structure;
- garages and outbuildings;
- decorative finishes;
- permanent fixtures and fittings;
- domestic fixed fuel tanks;
- garden walls, fences, gates, paths and drives;
- hard tennis courts, patios, steps, terraces, ornamental man-made ponds, fountains and bridges;
- permanently fitted hot tubs and swimming pools;
- radio and TV aerials, satellite dishes, solar panels, external lighting, alarm systems, surveillance equipment and lifts;
- underground service pipes, cables, sewers, drains and drain inspection covers.

### Credit Cards

Credit, charge, cheque, bankers or cash dispensing cards.

### Domestic Employee(s)

Any person employed by **You** under a contract of service which is solely for private domestic duties. **Domestic Employee(s)** does not include any employee involved in demolition, alterations, extensions or renovations to any part of the **Insured Premises**.

### Endorsement

A written variation to the terms and/or conditions of this insurance.

### Excess

The amount shown in the **Schedule** or **Endorsement** **You** have to bear in respect of certain claims covered by this insurance. If **You** claim under more than one section **We** will only apply the 'Excess' once.



### **Fine Art and Antiques**

All items of an antique nature or of artistic merit, including but not limited to furniture, pictures, paintings, prints, drawings, photographs, books, manuscripts, tapestries, rugs, gold, silver, gold or silver plated articles, items made of precious metals and/or precious stones, sculptures, ceramics, porcelain, china, glassware, clocks, barometers, statues, stamps, coins and medals, all forming part of a collection.

**Fine Art and Antiques** does not include **Valuables**.

### **Heave**

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

### **Home**

The private dwelling(s) at the address(es) shown on **Your Schedule** and its outbuildings all used for domestic purposes only.

### **Household Contents**

The household goods and personal belongings of **Your Home** all of which belong to **You** or for which **You** have a legal responsibility, including:

- clothing and other personal property;
- audio and visual equipment;
- pedal cycles;
- tenants fixtures and fittings and interior decorations;
- domestic garden machinery, tools and implements;
- **Office Equipment**;
- **Outdoor Items**;
- sports equipment;
- saddlery and tack;
- trailers, horse trailers and trailer tents up to £5,000 in total;
- **Fine Art and Antiques**;
- **Valuables** up to £10,000 in total.

**Household Contents** excludes:

- motor vehicles other than those defined under **Land Vehicles**;
- any boat or vessel designed for use on water other than those defined under **watercraft**;
- caravans and aircraft (including but not limited to model aircraft, gliders, hang-gliders, microlights and drones) and any parts or accessories thereof;
- any part of the **Buildings**;
- any living creature;
- any items held or used in connection with any business, other than as defined under **Office Equipment**.

### **Insured Premises**

The private dwelling(s) at the address(es) stated in the **Schedule** and the land within the boundaries belonging to it/them.

### **Landslip**

Downward movement of sloping ground.



### Land Vehicle(s)

Any of the following which are owned by **You**, or for which **You** have a legal responsibility:

- motorcycles with an engine capacity of 50cc or less;
- domestic gardening vehicles;
- quad bikes;
- model or toy vehicles;
- segways;
- golf buggies;
- vehicles specifically designed to assist the disabled.

### Money

Any of the following belonging to **You** or in connection with **Your** business:

- current legal tender; cheques, postal and money orders;
- postage stamps not forming part of a stamp collection;
- savings stamps, savings certificates and travellers cheques;
- premium bonds and gift tokens;
- travel and other tickets with a fixed monetary value.

### Office Equipment

**Office Equipment** used in conjunction with **Your** business in the **Home** which belongs to **You** or for which **You** are legally responsible.

**Office Equipment** includes any of the following used in conjunction with **Your** business at the **Home**, which belong to **You** or for which **You** have a legal responsibility:

- furniture;
- computers (including keyboards and monitors);
- printers;
- fax machines and modems;
- photocopiers and typewriters;
- phone equipment;
- business stock.

**Office Equipment** does not include:

- the cost of reconstituting any lost or damaged data.

### Outdoor Items

Items which are normally left outdoors including garden furniture, garden statues, barbecues, fixed recreational toys, urns and other similar items.

### Period of Insurance

The period shown in the **Schedule** and any further period for which **You** have paid or agreed to pay and **We** have accepted or have agreed to accept the premium.

### Schedule

The **Schedule** forms part of this insurance and shows details of the **Insured**, the **Insured Premises**, the **Period of Insurance**, the sections of this insurance that apply and the **Sums Insured** or **Limits of Liability**.

**Settlement**

Downward movement as a result of soil being compressed by the weight of the **Buildings** within ten years of construction.

**Subsidence**

Downward movement of the site on which **Your Buildings** stand by a cause other than the weight of the **Buildings** themselves.

**Sums Insured/Limits of Liability**

The maximum amounts **We** will pay as shown in the **Schedule**. Unless otherwise stated, the amounts apply to each incidence of loss and will be available again in full to meet further loss or damage.

**United Kingdom**

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

**Unoccupied**

If the **Insured Premises** have not been lived in overnight for more than 60 days or are not sufficiently furnished for normal living purposes.

**Valuables**

Any of the following which are owned by **You** or for which **You** have legal responsibility:

- jewellery;
- watches;
- furs;
- guns.

**Watercraft**

Any of the following which are owned by **You**, or for which **You** have a legal responsibility:

- sailboards;
- surfboards;
- dinghies;
- boats of less than 16 feet or 4.8 metres in length;
- motorised boats or vessels with an engine of 25 horsepower or less.

**We/Us/Our**

The insurers stated in the **Schedule**.

**You/Your/Insured**

The person or persons named in the **Schedule** and all members of **Your** family who permanently live in the **Home**.



# Our Service Commitment to You

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

Policy Enquiries	Claims Enquiries
<b>Towergate Insurance</b> The Octagon 27 Middleborough Colchester CO1 1TG	<b>Pen Private Clients</b> Pen Claims Handling Department PO BOX 2801 Hanley Stoke on Trent Staffordshire ST4 9DN
Tel: <b>0330 123 0801</b>	Tel: <b>0344 856 0862</b>
Email: <b>risklinetoproperty@towergate.co.uk</b>	Email: <b>newclaims.penunderwriting@davies-group.com</b>

## Complaints relating to Towergate Insurance

If at any time **You** are dissatisfied with the sale and administration of **Your** policy or the service **You** have received from Towergate Insurance in the handling of **Your** policy and wish to make a complaint, please contact:

Post: Towergate Insurance, The Octagon, 27 Middleborough, Colchester CO1 1TG

Tel: **0330 123 0801**

Email: **customer.care@towergate.co.uk**

## Complaints relating to policy cover

If **Your** complaint relates to policy cover or any other matter, please contact:

Complaints Officer  
55 Blythswood Street  
Glasgow  
G2 7AT

Tel: **0141 285 3539**

Email: **pencomplaints@penunderwriting.com**

Details of Pen Underwriting's complaints procedures are available at:

**[penunderwriting.co.uk/pages/complaints.aspx](https://penunderwriting.co.uk/pages/complaints.aspx)**



If **You** remain dissatisfied, **You** may refer the matter to the Financial Ombudsman Service (FOS) within six months of the date of **Our** final response to **You**, they can be contacted at:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Tel: **0800 023 4567** (for landline users, mobile users may be charged)  
**0300 123 9123** (same rate as 01 or 02 numbers, on mobile phone tariffs)  
Email: **[complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)**

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



# Cancelling this Policy

## Your statutory rights

**You** have a statutory right to cancel **Your** policy within 14 days of either:

- the date **You** receive the policy documentation, or
- the start of the **Period of Insurance**,

whichever is the latter.

To cancel **Your** policy **You** are required to provide **Your** instruction to cancel submitted to **Your Broker** within the time frames set out above.

If **You** wish to cancel and **Your** cover hasn't started **We** will refund **Your** premium in full.

If **You** cancel after the start of the **Period of Insurance** a refund of premium will be calculated from receipt of this notice on a pro-rata basis providing no incidents have occurred which give rise to a claim.

## Your right to cancel this policy

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

On policies where the annual premium has been paid in full a refund of premium will be calculated from receipt of this notice on a pro-rata basis providing no incidents have occurred which give rise to a claim. On policies where the premium is paid by monthly payments the cancellation will take effect from the date the cancellation is requested and any refund or amount owed will be calculated on pro-rata basis providing no incidents have occurred which give rise to a claim.

## Our right to cancel this policy

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

- Non-payment of premium;
- **We** have identified serious grounds (such as the use or threat of violence or aggressive behaviour against **Our** staff, contractors or property);
- There is a change in risk occurring which **We** are unable to insure;
- Non-cooperation or failure to supply any information or documentation **We** request;
- **We** establish that **You** have provided **Us** with incorrect information;
- Failure to take care of the property insured;
- **You** breach any terms and conditions of **Your** policy.

Where possible, **We** will try to seek an opportunity to resolve the matter with **You**.

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



## Important notice

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

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

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



# Claims Procedure

Although **We** hope that **You** will never need to make a claim on **Your** insurance policy, **We** have made everything as simple and straightforward as possible should **You** ever need to use **Our** claims service.

## How to make a claim

When an accident or loss occurs, **You** should take any immediate action **You** think is necessary to protect **Your** property and belongings from further damage, such as switching off the gas, electricity or water. If **You** need to make a claim under this policy, please contact **Us** straight away by calling the claims helpline on:

### New Claims

#### The Affinity Claims Team

PO BOX 1291  
Preston  
PR2 0QJ

Tel: **0330 102 6796**

Email: **prestonnewclaims@directgroup.co.uk**

To help **Us** deal with **Your** claim quickly **We** may require **You** to provide **Us** with assistance and evidence that **We** require concerning the cause and value of any claim. Ideally, as part of the initial notification, **You** will provide:

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

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

When **You** call **Us**, **We** may:

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



If **We** appoint an authorised repairer the benefits for **You** are:

- They will make **Your Home** safe for **You**,
- **We** will arrange for someone to repair or replace the lost or damaged items,
- If further work is required, they will arrange a convenient time to complete the work,
- **You** will not need to obtain estimates,
- **You** can be assured of the standard of the work.

## Payments

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

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



# Claims Terms and Conditions

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

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

- If **You** or **Your** family are the victim of malicious damage, vandalism, riot, theft or attempted theft or accidental loss **You** must tell the police immediately and obtain the police reference number. Tell **Us** as soon as **You** can.
- For all other claims **You** must notify **Us** as soon as possible, giving full details of what has happened.
- **You** must provide **Us** with details of what has happened as soon as **You** can.
- A claim for liability is made against **You**, any letter, claim, writ, summons or other legal document **You** receive must be forwarded to **Us** unanswered as soon as **You** reasonably can.
- **You** must not admit liability, or offer or agree to settle any claim without **Our** written permission.
- **You** must take care to limit any loss, damage or liability.
- **You** must retain ownership of **Your** property at all times. **We** will not take ownership of, or accept liability for, any of **Your** property unless **We** agree with **You** in writing in advance to do so.

## How We deal with Your claim

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

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

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

**We** have the right, if **We** choose, in **Your** name but at **Our** expenses to:

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

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

## Other insurance

**We** will not pay any claim for loss, damage or liability which is insured by or would be insured by another policy if this policy did not exist.



## Large loss excess waiver

In the event of a claim for loss or damage covered by this insurance exceeding £30,000, the **Excess** shown in **Your Schedule** will not apply. This Large Loss **Excess** Waiver does not apply:

- To any **Subsidence Excess**;
- To any additional voluntary **Excess(es)**;
- Where **We** have applied an additional increased **Excess** by endorsement.



# General Conditions

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

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

## Take care

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

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

**You** must always make sure that the **Sums Insured** shown in **Your Schedule** are adequate.

- **Buildings** should be insured for the full cost of rebuilding the **Buildings** in the same form, style and condition as new plus an amount for architects', surveyors', consulting engineers and legal fees, debris removal costs and other costs to comply with government or local authority requirements.  
Please note that the rebuilding cost of **Your Home** may be different from its market value.
- **Household Contents** should be insured for the full cost of replacement as new.
- **Fine Art and Antiques** should be insured for the current market value.
- **Valuables** should be insured for the current replacement value.

## Changes in circumstances

Using the address on the front of **Your Schedule** **You** must tell **Us** within 14 days as soon as **You** know about any of the following changes:

- **You** are going to move **Home** permanently;
- Someone other than **Your** family is going to live in **Your Home**;
- **Your Home** is going to be used for short periods each week or as a holiday home;
- **Your Home** is going to be **Unoccupied**;
- Work is to be done on **Your Home** which is not routine repair, maintenance or decoration, for example any structural alteration or extension to **Your Home**, with a contract value of over £100,000;
- **You** or any member of **Your** family has been convicted of or charged with any offence, other than a motoring offence which has not been spent under the Rehabilitation of Offenders Act;
- Any increase in the value of **Your Household Contents** or the rebuilding cost of **Your Buildings**;
- Any part of **Your Home** is going to be used for any trade, professional or business purposes;  
There is no need to tell **Us** about trade, professional or business use if:
  - i) The trade, professional or business use is only clerical; and
  - ii) There are no staff employed to work from the **Home**; and
  - iii) There are no visitors to the **Home** in connection with the trade, profession or business; and
  - iv) There is no business **Money** or stock in the **Home**.



When **We** are notified of a change, **We** will tell **You** whether this affects **Your** policy. For example whether **We** are able to accept the change and if so, whether the change will result in revised terms and/or a revised premium being applied to **Your** policy. If **We** are not able to accept the change and it becomes necessary to cancel this insurance, **We** will do so as described within the cancellation conditions contained within this policy.

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

## Transfer of Interest

**You** cannot transfer **Your** interest in the policy without **Our** written permission.

## Fraud

**You** must not act in a fraudulent manner; if **You** (or anyone acting for **You**):

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

Then:

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

## Important notice

Please note that if the information provided by **You** is not complete and accurate, **We** may:

- Cancel **Your** policy and refuse to pay any claim, or
- Not pay any claim in full, or
- Revise the premium and/or change any **Excess**, or
- Revise the extent of cover or terms of this insurance.



# General Exclusions

## 1. Radioactive Contamination and Nuclear Assemblies Exclusion

**We** will not pay for:

- a) Loss or destruction of or damage to any property whatsoever; or any loss or expenses whatsoever resulting or arising there from, and
- b) Any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from:
  - Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
  - The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

## 2. War Exclusion

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

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

## 3. Existing and Deliberate Damage Exclusion

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

- Occurring outside of the **Period of Insurance**;
- Caused deliberately by **You** or any person lawfully in the **Home**.

## 4. Pollution or Contamination Exclusion

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

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

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

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

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



## 6. Electronic Data Exclusion

**We** will not pay for:

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

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

## 7. Terrorism Exclusion

**We** will not pay for any consequence whatsoever which is directly or indirectly caused by nuclear and/or chemical and/or biological and/or radiological means, or anything connected with those means, and which is the direct or indirect result of Terrorism, or anything connected with Terrorism, whether or not such consequence has been contributed to by any other cause or event.

Terrorism means:

- The use of threat of force and/or violence and/or
- Actual or threatened harm or damage to life or to property caused or occasioned by any person or group of persons in whole or in part for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear or is claimed to be caused or occasioned in whole or in part for such purposes.

## 8. Confiscation Exclusion

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

## 9. Loss of Value

**We** will not pay for any reduction in market value of any property following its repair, replacement or reinstatement, unless expressly included within this insurance.

## 10. Indirect Loss or Damage

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

## 11. Wear and Tear and Gradually Operating Causes

**We** will not pay for any loss, damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from:

- Anything which happens gradually, including smoke, damp, rising damp, wear and tear, gradual deterioration, fading, corrosion, rust or oxidation, rot, fungus, mould or infestation;
- Moths, insects, vermin or infestation;
- Dryness or humidity, being exposed to light or extreme temperatures, unless the loss or damage is caused by storm, frost or fire;
- The process of cleaning, dyeing, repair, alteration, renovation, restoration or anything reaching the end of its serviceable life.



## 12. Financial Sanctions

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

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

## 13. Defective Design or Construction Exclusion

**We** will not pay for any loss, damage, liability, cost or expense of any kind caused by or resulting from:

- poor or faulty design
- defective or faulty materials
- faulty workmanship
- failure to comply with manufacturers' installation instructions or the required building regulations carried out by any persons including **You** or anyone engaged in **Your** service.

## 14. Mechanical or Electrical Faults

**We** will not pay for any loss or damage caused by or resulting from any mechanical or electrical faults or breakdowns.

## 15. Unoccupied Homes

**We** will not pay for the following events while **Your Home** is **Unoccupied**:

- escape of water from or frost damage to fixed water tanks, apparatus or pipes, during the period 1st November to 28th February unless **You** comply with one of the following:
  - i) where the entire **Home** has the benefit of a gas or oil fired central heating system, the system must be set to operate continuously for 24 hours each day at not less than 12 degrees Celsius or 54 degrees Fahrenheit;
  - ii) all water supplies to the **Home** are turned off at the mains and the entire water system is drained of all the water  
and where fitted the loft hatch door must be left open.
- theft or attempted theft, vandalism or malicious damage unless **We** agree cover;
- escape of oil from any fixed heating installation or any domestic appliance;
- loss of metered water;
- **Accidental Damage**.

## 16. Building Works

**We** will not pay for any loss or damage resulting from any work to **Your Home**, which is not routine repair, maintenance or decoration, where the cost of the work exceeds a total contract value of £100,000, unless the work has been agreed by **Us**.



# Section One: Buildings

## The Cover

Cover for **Buildings** applies only if it is shown as included in **Your** policy **Schedule**.

This section covers the **Buildings** belonging to **You** or for which **You** are legally liable, situated at the **Insured Premises**, against loss or damage, other than as excluded under either this section or the general exclusions.

## Basis of Valuation/Settlement of loss and/or damage

In the event of loss or damage covered by this insurance, **We** will pay the cost of rebuilding or repairing the damaged **Buildings**.

If **You** have an up-to-date survey of the **Buildings** and have insured **Your Buildings** for the **Sums Insured** mentioned, **We** will pay the full cost of rebuilding or repairing the damage at the time of loss or damage, even if this is more than the **Sum Insured**, except for buildings that are Grade 1 listed. The survey must have been carried out by an independent Chartered Surveyor no more than three years before the start of the **Period of Insurance** and must have been authorised by **Us**.

**We** will make a deduction for wear, tear or betterment if the **Buildings** have not been maintained in a good state of repair.

## Index-linking

The **Sum Insured** for **Buildings** will be indexed each month in accordance with the movement in the House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors or a similar index selected by **Us**.

There will be no additional premium payable by **You** for any monthly increase during the **Period of Insurance**, but at each renewal of this policy **We** will calculate the premium using the revised **Sums Insured**.

For **Your** protection, should the index fall below zero **We** will not reduce the **Sum Insured**.

## Your Sum Insured

**We** will not reduce the amount insured under section one after **We** have paid a claim as long as **You** agree to carry out **Our** recommendations to prevent further loss or damage.



## Specific Extensions

This section also covers:

### 1. Alternative Accommodation

**We** will pay the costs of alternative accommodation incurred by **You** and **Your** domestic pets while **Your Home** cannot be lived in, due to loss or damage covered by this section, but not for a period of more than 36 months.

### 2. Building Works

**We** will pay for loss or damage to the **Buildings** whilst works are being carried out to **Your Home** which are not routine repair, maintenance or decoration, up to a contract value of £100,000. **We** will also cover any newly acquired unfixed building materials, supplies, fixtures and fittings which are owned by **You** and kept at the **Insured Premises**.

### 3. Damage Caused by Domestic Pets

**We** will pay up to £2,500 in any one **Period of Insurance** in respect of damage to the **Buildings** caused by **Your** domestic pets due to chewing, scratching, tearing or fouling. The most **We** will pay under Section One – **Buildings** and Section Two – **Household Contents, Fine Art and Antiques** and **Valuables** combined is £2,500.

### 4. Damage Occurring During the Sale of the Insured Premises

**We** will pay for loss or damage covered by this insurance for the purchaser of the **Insured Premises**, from the time of the exchange of contracts, or if in Scotland from the date **You** accept the offer of purchase, until the sale is completed or the **Period of Insurance** ends, whichever is sooner.

### 5. Emergency Access

**We** will pay for loss or damage to the **Buildings** as a direct result of forcible entry to **Your Home** to attend a medical emergency or to prevent damage to **Your Home**.

### 6. Emergency Preventative Measures

**We** will pay up to £2,500 in any one **Period of Insurance** for costs incurred by **You** in taking reasonable temporary measures to avoid or mitigate potential loss or damage caused by storm or flood.

### 7. Fatal Injury and Acquired Disability

**We** will pay the following amounts for fatal injury to **You**, happening at the **Insured Premises**, caused by outward and visible violence by burglars or by fire:

- £50,000 if such injury results in **Your** death within 12 months of the incident; and/or
- up to £15,000 where injury is sustained following the above events which necessitates alterations to the **Buildings** to enable **Your** continued occupation.

The maximum **we** will pay for any one incident is £100,000; if **You** claim under both Section One and Section Two the most **We** will pay for any one incident is £100,000.

**We** will not pay for injury to or death of any **Domestic Employee**.



## 8. Fees, Expenses and Debris Removal

**We** will pay for the following expenses incurred with **Our** prior written consent:

- fees to architects, surveyors and consulting engineers;
- the cost of clearing the site and making the **Buildings** safe; and
- the cost of doing anything required by any Government or Local Authority, unless **You** received a notice before the loss or damage happened, and provided that the **Buildings** were originally built according to any Government and Local Authority regulations in force at that time.

## 9. Forced Evacuation

If **You** are denied access to **Your Insured Premises** by the public authorities following loss or damage occurring at a neighbouring property, that would have been covered had it been insured under the terms and conditions of this policy, **We** will, subject to **Our** prior consent and approval, reimburse **You** for the cost of necessary and comparable alternative accommodation incurred by **You** but not for more than a period of 30 days.

## 10. Garden Cover

**We** will pay the costs of restoring **Your** garden following loss or damage to the garden caused by fire, lightning, collision, impact, theft, attempted theft, vandalism, malicious acts or a forced access to deal with a medical emergency, up to £10,000 for any one claim. **We** will only pay up to £1,000 for replacing any one tree, shrub or plant.

## 11. Locating the Source of a Leak

If **Your Buildings** are damaged by water or oil escaping from any fixed tanks, apparatus, pipes or any fixed heating installation in **Your Home**, **We** will pay the cost of locating the source of the leak including subsequent repairs to walls, floors and ceilings.

## 12. Precautionary Measures

Following loss or damage covered by this policy **We** will pay up to £1,000 towards costs incurred by **You** for repairs to **Your Home** to prevent further loss or damage from the same occurrence.

## 13. Removing Nest(s)

**We** will pay up to £1,000 in any one **Period of Insurance** for the costs of removing wasp, bees or hornets' nest(s) at the **Insured Premises** which have been incurred by **You**. **We** will not pay for nests(s) which **You** were aware of before the **Period of Insurance**.

## 14. Removing Trees from Vehicular Access

The costs of removing tree(s) that have fallen across the main vehicular access to the **Insured Premises**, **We** will only pay up to £2,500 for any one claim.

## 15. Replacement Locks

The costs incurred with **Our** prior consent for replacing locks to external doors, alarms and safes at the **Home** following loss of or theft of **Your** keys.

**Your Excess** does not apply to this specific extension.

## 16. Reward

**We** will pay a reward up to £5,000 to anyone who gives information that leads to the arrest and conviction of anyone who committed an illegal act which resulted in a claim under this insurance. **We** will not pay any reward where **You** or the Police would benefit from such payment.

If **You** claim under both Section One and Section Two the most **We** will pay for any one incident is £5,000.



## Specific Exclusions

**We** will not pay for:

1. The **Excess** stated in **Your Schedule**.
2. Loss or damage caused by storm, flood, frost, falling trees or weight of snow to gates, fences, pergolas, gazebos, arbours and hedges, unless the private dwelling is also affected at the same time by the same event.
3. The cost of general maintenance and decoration.
4. Loss or damage caused by or resulting from warping or shrinkage.
5. Loss or damage caused by **Subsidence** or **Heave** of the site upon which the **Buildings** stand, or **Landslip**:
  - a) to domestic fixed fuel tanks, swimming pools, hot tubs, terraces, patios, hard tennis courts, bridges, culverts and other man-made structures, driveways, footpaths, walls, gates and fences unless the private dwelling is also affected at the same time by the same event;
  - b) to solid floors unless the walls of the **Home** are affected at the same time by the same event;
  - c) arising from faulty design, specification, workmanship or materials;
  - d) which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law;
  - e) caused by river or coastal erosion;
  - f) whilst the **Buildings** are undergoing any structural repairs, alterations or extensions; or
  - g) **Settlement** of the **Buildings**.
6. The cost of clearing blocked sewer pipes, drains, pipes or underground tanks unless caused as a result of loss or damage covered under this section.



# Section Two: Household Contents, Fine Art and Antiques and Valuables

## The Cover

Cover for **Household Contents, Fine Art and Antiques** and **Valuables** applies only if they are shown as included in **Your** policy **Schedule**.

This section covers the **Household Contents, Fine Art and Antiques**, and **Valuables** belonging to **You** or for which **You** are legally liable, against loss or damage, other than as excluded under either this section or the general exclusions. These items are insured whilst at the **Insured Premises** or anywhere in the world.

## Basis of Valuation/Settlement of loss and/or damage

### 1. In respect of **Household Contents**

In the event of loss or damage covered by this insurance, **We** will decide whether to repair, replace or pay a cash settlement on the basis of replacement cost as new. There will be no deduction for wear and tear.

In the event of a partial loss covered by this insurance **We** will pay for the cost of restoration or repair.

In any event **We** will not pay more than the **Sums Insured** shown in the **Schedule** or the limits shown in the Specific Limits section.

### 2. In respect of **Fine Art and Antiques** and **Valuables**

In the event of loss or damage covered by this insurance **We** will pay:

#### a) For unspecified items:

Up to the specific limit of any items, pair or set of items at the time of such loss or damage.

#### b) For specified items:

Up to the value agreed by **Us** and as stated in the **Schedule** for each item, pair or set of items individually listed in the valuation or private inventory.

In the event of a partial loss covered by this insurance **We** will pay the cost of restoring or repairing the item to its condition immediately before the insured event plus any resulting depreciation in the market value of the item.

In the event of loss, covered by this insurance, to part of a pair or set of items, **We** will pay the full replacement cost of the pair or set of items, provided **You** surrender the undamaged part(s) of the pair or set of items to **Us**.

In any event **We** will not pay more than the **Sums Insured** shown in the **Schedule** or the limits shown in the Specific Limits section.

## Your Sum Insured

**We** will not reduce the amount insured under section one after **We** have paid claim as long as **You** agree to carry out **Our** recommendations to prevent further loss or damage.



## Specific Limits

Unless otherwise shown in the **Schedule**, or more specifically covered or excluded elsewhere in this insurance, **We** will not pay more than the following amounts:

### Fine Art and Antiques

£25,000 for any one item, pair or set of items.

### Land Vehicles

£5,000 for any one claim.

### Office Equipment

£20,000 for any one claim, with a maximum of £10,000 for business stock.

### Outdoor Items

£25,000 for any one claim.

Personal documents

For title deeds and other personal documents up to £10,000 for any one claim.

Theft from unattended vehicles

£10,000 for any one claim.

### Valuables

£10,000 for any one item, pair or set of items.

**Watercraft** including their furnishings, equipment and outboard motors

£5,000 for any one claim.

Wine

£25,000 for any one claim.

## Index-linking

The **Sum Insured** for **Household Contents** will be indexed each month in accordance with the movement in the Consumer Durables Section of the General Index of Retail Prices or a similar index selected by **Us**.

There will be no additional premium payable by **You** for any monthly increase during the **Period of Insurance**, but at each renewal of this policy **We** will calculate the premium using the revised **Sums Insured**.

For **Your** protection, should the index fall below zero **We** will not reduce the **Sum Insured**.

**Fine Art and Antiques** and **Valuables** will not be index linked. **You** must ensure that the **Sums Insured** shown in **Your Schedule** are adequate.



## Specific Extensions

This section also covers:

### 1. Additions and Substitutions

This Section also automatically extends to include any additions or substitutions to the **Household Contents**, **Fine Art and Antiques** and **Valuables** insured during the **Period of Insurance** subject to **Our** liability not exceeding an additional 25% of the **Sum Insured** stated in the **Schedule** for this section, solely as a result of these additions or substitutions. This extension shall only apply when **You** declare such acquisition or substitution within 60 days of the acquisition or substitution, and any additional premium requested by **Us** is paid. If such acquisition or substitution is not declared to **Us** within 60 days **We** reserve the right, at **Our** discretion, to refuse cover.

### 2. Alternative Accommodation

**We** will pay the costs of alternative accommodation incurred by **You** and **Your** domestic pets, while the **Home** cannot be lived in due to loss or damage covered by this insurance, but not for a period of more than 36 months. **We** will not pay for any loss of rent if **We** have already paid a claim as a result of the same loss or damage under this section for loss of rent payable.

### 3. Alternative Electricity Generating Supply Cover

**We** will provide cover following loss or damage caused by fire, lightning, falling aircraft, flood or impact to permanently fitted and professionally installed and commissioned solar panels and wind turbines fitted at the **Insured Premises** for:

- the amount of revenue which is lost that **You** would have received from selling back surplus electricity, under contract, to a recognised electricity distributor;
- the additional cost of purchasing electricity from an electricity generating company sourced via the national grid which would otherwise have been reasonably provided by the solar panels or wind turbines fitted at the **Insured Premises**. **You** will have to demonstrate the amount of electricity historically produced by generating equipment installed at the **Insured Premises**.

The maximum amount payable in respect of any one incident and in any one **Period of Insurance** is £2,500 for a period of up to twelve months after the event that caused the loss, but only in respect of the period to repair or replace the solar panels or wind turbines.

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

- that **We** specifically exclude elsewhere in this insurance;
- while the **Insured Premises** are being altered, repaired or extended;
- while the solar panels or wind turbines are being installed, moved or serviced;
- caused by wear and tear, infestation, corrosion, damp, wet or dry rot, mould, frost or gradual deterioration;
- arising from faulty design, specification, workmanship or materials;
- caused by mechanical or electrical faults or breakdown;
- while the **Insured Premises** are lent, let or sublet.

### 4. Computer Software

**We** will pay the cost involved in retrieving **Your** personal electronic data as a result of loss or damage covered under this Section up to £10,000 any one claim.



## 5. Credit Cards

**We** will pay for loss for which **You** are responsible, up to £25,000 for any one claim, as a result of misuse by any unauthorised person(s) following loss or theft of any **Credit Card**, together with all costs and expenses incurred with **Our** prior written consent arising before the **Credit Card** organisation received notification of the loss, provided that **You** comply with all the terms and conditions under which the **Credit Card** was issued. **We** will not pay for losses not reported to the police and issuer of the **Credit Card** within 24 hours of discovery.

Where **You** have reported **Your Credit Card(s)** for unauthorised or fraudulent use, in most circumstances **You** will only be liable for the first £50 of the claim.

## 6. Damage Caused by Domestic Pets

**We** will pay up to £2,500 in any one **Period of Insurance** in respect of damage caused by **Your** domestic pets due to chewing, scratching, tearing or fouling. The most **We** will pay under Section One – **Buildings** and Section Two – **Household Contents, Fine Art and Antiques** and **Valuables** combined is £2,500.

## 7. Death of an Artist

**We** will pay for the increased value to any one piece of art that is individually listed under **Fine Art and Antiques** where such increase is due to the death of the artist following loss or damage covered under this section. **We** will not pay for:

- more than 200% of any one piece of art subject to a maximum of £100,000 in total;
- any claim where the artist's death has not occurred within 12 months prior to the date of loss or damage;
- any claim where **You** cannot provide an independent professional valuation which is not more than 3 years old at the time of the loss or damage; or
- where **You** cannot prove the increased value of any piece of art.

## 8. Defective Title

**We** will pay **You** the purchase price of an item individually listed in **Your Schedule** if it is proved that the item purchased by **You** is not rightfully **Yours** and **You** are required, by law, to return it to its rightful owner.

**We** will not pay:

- more than £100,000;
- if **You** did not purchase the item during the **Period of Insurance** it has been insured by **Us**;
- if **You** do not notify **Us** within the **Period of Insurance**;
- if the item was inherited or given to **You** as a gift;
- if **You** did not make enquiries regarding the item's provenance before **You** purchased it.

## 9. Fatal Injury and Acquired Disability

**We** will pay the following amounts for fatal injury to **You**, happening at the **Insured Premises**, caused by outward and visible violence by burglars or by fire:

- £50,000 if such injury results in **Your** death within 12 months of the incident; and/or
- up to £15,000 where injury is sustained following the above events which necessitates alterations to the **Buildings** to enable **Your** continued occupation.

The maximum **We** will pay for any one incident is £100,000; if **You** claim under both Section One and Section Two the most **We** will pay for any one incident is £100,000.

**We** will not pay for injury to or death of any **Domestic Employee**.



#### 10. Fine Art and Antiques Market Appreciation

If **You** have had a valuation within the last 36 months for a specified item of fine art or antiques **We** will pay as follows:

- i) In the event of a total loss if the market value of the specified item immediately before the loss exceeds the amount specified for that item **We** will pay the market value
- ii) In the event of a partial loss **We** will pay the lesser of:
  - a) The cost of repairing the item to its condition immediately before the loss; or
  - b) The amount shown on the **Schedule** for that item.

However if the market value of the specified item exceeds the amount specified for that item **We** will pay the market value.

The most **We** will pay under this extension is 150% of the specified **Sum Insured**.

#### 11. Freezer Contents

**We** will pay for loss or damage to freezer contents whilst at the **Home**, including damage caused by a rise or fall in temperature. **We** will not pay for damage due to any rise or fall in temperature caused by the deliberate act of any power supply authority, or the withholding or restricting of power by such authority.

**Your Excess** does not apply to this extension.

#### 12. Gifts and Presents

**We** will pay for wedding, birthday, anniversary and religious festival gifts purchased by **You** but not yet given to third parties and similar items purchased for **You** and kept in the **Home**. This extension only applies to loss or damage occurring no more than 45 days before or after the wedding, birthday, anniversary or religious festival. **We** will pay up to £1,000 for any single item and £10,000 for any one claim.

#### 13. Hire of Replacement Golf Clubs Overseas

Following loss or damage to **Your** golf clubs, or any that **You** have hired or borrowed, whilst outside of the **United Kingdom**, **We** will pay up to £25 per day, subject to a maximum of £250, for the necessary hire of replacement clubs. An invoice for the cost of hire must be submitted to **Us** in the event of a claim.

#### 14. Hole in One

In the event of a Hole in One being achieved by **You** in an official golf club competition **We** will pay up to £500. **Your** scorecard and certification from **Your** club or match secretary must be submitted to **Us** in the event of a claim.

#### 15. Loss of Oil, Metered Water or LPG

**We** will pay up to £10,000 for the cost of additional metered water charges or the cost of oil lost from fixed domestic water or heating installations at **Your Home** during the **Period of Insurance**. **We** will pay up to £5,000 for the cost of liquid petroleum gas (LPG) lost from fixed domestic heating installations at **Your Home** during the **Period of Insurance**.

#### 16. Loss of Rent Payable

**We** will pay for rent which **You** have to pay as a lessee or tenant of the **Insured Premises** while the **Home** cannot be lived in due to loss or damage covered by this insurance, but not for a period of more than 36 months. **We** will not pay for any loss of rent if **We** have already paid a claim as a result of the same loss or damage under this section for alternative accommodation.



#### 17. Marquees

**We** will pay for loss or damage to marquees and associated equipment that **You** have temporarily hired and are responsible for, for up to 7 days, **We** will not pay more than £50,000 for any one claim.

#### 18. Memorial Stones

**We** will pay up to £2,500 in any one **Period of Insurance** in respect of malicious damage or theft of the memorial stone commemoration of **Your** parents, grandparents, spouse, domestic partner or children, subject to:

- the Memorial stone being in a good state of repair prior to the loss or damage;
- the Memorial stone being located in the **United Kingdom**.

#### 19. Money

**We** will pay up to £5,000 for any one claim. **We** will not pay for:

- loss of value, confiscation or shortage due to **Your** error or omission;
- more than £500 in a hotel or other temporary accommodation unless locked in a safe or safety deposit box;
- **Money** left in an unattended vehicle; or
- losses not reported to the police within 24 hours of discovery.

#### 20. Moving Home

**We** will pay for loss or damage to **Your Household Contents, Fine Art and Antiques** and **Valuables**, during removal, transit and storage to **Your** new permanent residence within the **United Kingdom** by professional removal contractors. **We** will not pay for loss or damage whilst in storage for more than 15 days.

#### 21. Nursing Homes

**We** will pay up to £5,000 in any one **Period of Insurance** for loss or damage to contents belonging to **Your** parent(s) or grandparents whilst permanently residing in any nursing or residential care **Home**. **We** will not pay:

- More than £1,000 for any one item, pair or set;
- For theft or attempted theft of contents unless entry to or exit from the property or room where the loss occurred is by forcible and/or violent means.

#### 22. Replacement locks

**We** will pay the costs incurred with **Our** prior consent for replacing locks to external doors, alarms and safes at the **Home** following loss of or theft of **Your** keys.

**Your Excess** does not apply to this extension.

#### 23. Reward

**We** will pay a reward up to £5,000 to anyone who gives information that leads to the arrest and conviction of anyone who committed an illegal act which resulted in a claim under this insurance. **We** will not pay any reward where **You** or the Police would benefit from such payment.

If **You** claim under both Section One and Section Two the most **We** will pay for any one incident is £5,000.

#### 24. Stamp, Coin and Medal Collections

**We** will pay for loss or damage covered by this section to stamps, coins and medals forming part of a collection, up to the amount of £5,000 for any one claim.



## 25. Storage

Loss or damage to **Household Contents, Fine Art and Antiques** and **Valuables** permanently kept in a commercial storage facility during the **Period of Insurance** caused by any of the following perils:

- fire, lightning, explosion, earthquake or smoke;
- storm, flood or weight of snow;
- escape of water from fixed water apparatus, pipes or tanks;
- theft or attempted theft accompanied by forcible and violent entry;
- impact by any aircraft or other aerial device, rail or road vehicles or anything dropped from an aircraft, an animal, falling trees, telegraph poles, lamp-posts, aerials, satellite dishes, their masts and fittings;
- riot, violent disorder, strike, labour or political disturbance or civil commotion, malicious acts or vandalism.

**We** will not pay for more than 25% of **Your Household Contents, Fine Art and Antiques** and **Valuables Sum Insured**.

## 26. Students Possessions

**We** will pay up to £15,000 for any one claim for loss of or damage to possessions of student members of **Your** family whilst away from the **Insured Premises** and attending school, university or college. **We** will not pay:

- for loss or damage to pedal cycles;
- more than £1,500 for any other single item;
- for theft from unattended vehicles;
- for theft or attempted theft of students possessions away from the **Insured Premises** unless entry to or exit from the property or room where the loss occurred is by forcible and violent means.

## 27. Your Legal Liability as a Tenant for Accidental Damage

**Accidental Damage** to mirrors, glass tops and fixed glass in furniture and of fixed glass, double glazing, sanitary fixtures and ceramic hobs forming part of the **Buildings** at the **Insured Premises** for which **You** are legally responsible as a tenant and are not otherwise insured.

## 28. Your Legal Liability as a Tenant for Damage to the Buildings

**We** will pay costs for which **You** legally become liable to pay as a tenant for loss or damage to the **Buildings**, up to the contents **Sum Insured**. This extension excludes any liability:

- For loss or damage caused by fire, lightning or explosion to the **Buildings** other than to the landlord's fixtures or fittings;
- For loss or damage arising from **Subsidence, Heave or Landslip**;
- For loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously; or
- While the **Home** is **Unoccupied**.

## 29. Visitors and Domestic Employees Personal Effects

Personal possessions belonging to **Your** visitors or **Domestic Employees**, up to £1,000 for any one item, pair or set and £5,000 per person for any one claim against loss or damage whilst at the **Home**. **We** will not pay for **Money, Credit Cards** and **Valuables** belonging to **Your** visitors or **Domestic Employees** or items covered under another insurance policy.



## Specific Exclusions

**We** will not pay for:

1. The **Excess** stated in **Your Schedule**.
2. Loss or damage to any items being transported that are not suitably packed and secured according to the nature of the items and mode of transport.
3. Loss, damage or liability caused by or resulting from guns used wilfully or maliciously, regardless of intention to cause harm.
4. Theft of any item from an unattended vehicle unless violence and force are used to enter the vehicle. Items must be concealed from sight and/or locked in the boot or glove box.
5. Loss or damage caused by **You** not receiving goods or services **You** have paid for through any internet website.
6. Loss of value following repair, replacement or reinstatement in respect of **Household Contents**.
7. Loss or damage caused by or resulting from warping or shrinkage.
8. Loss or damage caused by **Subsidence** or **Heave** of the site upon which the **Buildings** stand, or **Landslip**:
  - a) arising from faulty design, specification, workmanship or materials;
  - b) which compensation has been provided or would have been but for the existence of this insurance contract under any contract or a guarantee or by law;
  - c) caused by river or coastal erosion;
  - d) whilst the **Buildings** are undergoing any structural repairs, alterations or extensions.



# Section Three: Employers Liability for Domestic Employee(s)

## The Cover

Cover for Employers Liability for **Domestic Employee(s)** applies only if it is shown as included in **Your** policy **Schedule**.

This section indemnifies **You** against any amounts that **You** become legally liable to pay as compensation, including costs and expenses with **Our** prior written consent, for **Bodily Injury** by accident happening to **Your Domestic Employees**, occurring anywhere in the world during the **Period of Insurance**, other than as excluded under either this Section or the General Exclusions.

## Limit of Liability

**Our** liability for all damages payable for any one accident or series of accidents arising out of any one event shall not exceed £10,000,000 including all costs and expenses incurred with **Our** prior written consent.

## Specific Exclusions

**We** will not indemnify **You** for any liability:

1. For **Bodily Injury** arising directly or indirectly out of any work **Domestic Employees** do for **You**, other than domestic or gardening duties.
2. For **Bodily Injury** arising directly or indirectly from any communicable disease or condition.
3. For fines, penalties or punitive or exemplary damages that are only intended to punish **You** or to make an example of **You**.
4. For **Bodily Injury** or damage to property arising out of **Your** ownership, possession or use of:
  - i) any **Land Vehicle(s)** which are required to be registered for use on a public highway or where legislation states that the user must have motor liability insurance;
  - ii) any aircraft (included but not limited to model aircraft, gliders, hang-gliders, microlights and drones);
  - iii) any craft designed for use on water other than:
    - boats of less than 16 feet or 4.8 metres in length or motorised boats or vessels with an engine of 25 horsepower or less which **You** have owned, rented or borrowed for less than thirty (30) days
    - surfboards
    - sailboards
    - dinghies;
  - iv) any animal, other than cats, horses or dogs that are not designated as dangerous under the Dangerous Dogs Act 1991, the Dangerous Dogs Amendment 1997, the Dogs (Northern Ireland) Order 1983, the Dangerous Dogs (Northern Ireland) Order 1991, the Control of Dogs (Scotland) Act 2010 or any amending legislation; or
  - v) any power operated lift (other than domestic stair lifts).



5. For **Bodily Injury** arising directly or indirectly from any communicable disease or condition.
6. Arising out of any criminal or violent act to another person or their property.
7. Arising out of **Your** ownership, occupation, possession or use of any land or building which is not within the **Insured Premises**.
8. In Canada or the USA after the total period of stay in either or both countries has exceeded 90 days in any one **Period of Insurance**.

## Important notice

### Dangerous Dogs Act 1991

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



# Section Four: Liability to Others

## The Cover

Cover for Liability to Others applies only if it is shown as included in **Your** policy **Schedule**.

This section indemnifies **You**:

1. As owner or occupier for any amounts **You** become legally liable to pay as damages in respect of:
  - a) **Bodily Injury** to any person; or
  - b) loss or damage to property caused by an accident happening at the **Insured Premises** during the **Period of Insurance**, other than as excluded under this section or the general exclusions.
2. As a private individual for any amounts **You** become legally liable to pay as damages in respect of:
  - a) **Bodily Injury** to any person; or
  - b) loss or damage to property caused by an accident happening anywhere in the world during the **Period of Insurance**, other than as excluded under this section or the general exclusions.

If only Section One – **Buildings** are insured, **Your** legal liability as owner only but not as occupier is covered under part 1) above.

If only Section Two – **Household Contents, Fine Art and Antiques** and **Valuables** are insured, **Your** legal liability as occupier only but not as owner is covered under parts 1) and 2) above.

If both Section One – **Buildings** and Section Two – **Household Contents, Fine Art and Antiques** and **Valuables** are insured, **Your** legal liability as owner or occupier is covered under parts 1) and 2) above.

## Limit of Liability

**Our** liability for all damages payable for any one accident or series of accidents arising out of any one event shall not exceed £10,000,000 plus all costs and expenses incurred with **Our** prior written consent.

## Specific Conditions

1. All claims arising out of one incident shall be treated as one claim.
2. In the event of **Your** death, **We** will treat **Your** legal personal representatives as the **Insured** in respect of liability incurred by **You**.



## Specific Extensions

### 1. Unrecovered Court Awards

**We** will pay for amounts **You** have been awarded by a court in the **United Kingdom** for **Bodily Injury** or damage to property and which still remain outstanding 3 months after the award has been made, provided that:

- a) part 2. above of this insurance would have indemnified **You** had the award been made against **You** rather than to **You**;
- b) there is no appeal pending; and
- c) **You** agree to allow **Us** to enforce any right that **We** shall become entitled to upon making payment.

**Our** liability for all damages payable under this extension shall not exceed £1,000,000 in any one **Period of Insurance**.

### 2. Defective Premises Act

**We** will indemnify **You** 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**.

This extension will not indemnify **You** for:

- a) any liability if **You** are entitled to indemnity under any other insurance; or
- b) the cost of repairing any fault or alleged fault.

## Specific Exclusions

**We** will not indemnify **You** for any liability:

1. For **Bodily Injury** to **You**, any person permanently residing with **You** in the **Home** or any person who, at the time of sustaining such injury, is engaged in **Your** service.
2. For damage to property owned by or in the charge or control of **You**, any person permanently residing with **You** in the **Home** or any person engaged in **Your** service. This exclusion does not apply in respect of damage to the **Buildings** for which **You**, as tenant, are legally liable to the owner.
3. For **Bodily Injury** or damage to property arising out of **Your** ownership, possession or use of:
  - i) any **Land Vehicle(s)** which are required to be registered for use on a public highway or where legislation states that the user must have motor liability insurance;
  - ii) any aircraft (included but not limited to model aircraft, gliders, hang-gliders, microlights and drones);
  - iii) any craft designed for use on water other than:
    - boats of less than 16 feet or 4.8 metres in length or motorised boats or vessels with an engine of 25 horsepower or less which **You** have owned, rented or borrowed for less than thirty (30) days
    - surfboards
    - sailboards
    - dinghies;
  - iv) any animal, other than cats, horses or dogs that are not designated as dangerous under the Dangerous Dogs Act 1991, the Dangerous Dogs Amendment 1997, the Dogs (Northern Ireland) Order 1983, the Dangerous Dogs (Northern Ireland) Order 1991, the Control of Dogs (Scotland) Act 2010 or any amending legislation; or
  - v) any power operated lift (other than domestic stair lifts).
4. For **Bodily Injury** arising directly or indirectly from any communicable disease or condition.



5. For fines, penalties or punitive or exemplary damages that are only intended to punish **You** or to make an example of **You**.
6. Arising out of any criminal or violent act to another person or their property.
7. Arising directly or indirectly out of any business, profession, occupation or employment, other than:
  - i) Use of the **Home** as an office for non-manual work in connection with **Your Home** business;
  - ii) Any unpaid occupation as a director or officer of a registered charity or other not for profit organisation;
  - iii) Voluntary work for a registered charity, religious or community group.
8. Which **You** have assumed under contract and which would not otherwise have attached.
9. Arising out of **Your** ownership, occupation, possession or use of any land or building which is not within the **Insured Premises**.
10. In Canada or the USA after the total period of stay in either or both countries has exceeded 90 days in any one **Period of Insurance**.
11. If **You** are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted.
12. In respect of any kind of pollution and/or contamination unless it is:
  - 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 **Insured Premises** named in the **Schedule**; and
  - ii) Reported to **Us** not later than thirty (30) days from the end of the **Period of Insurance**.The most **we** will pay in total for all such claims covered in the **Period of Insurance** is £5,000,000 including costs and expenses.

## Important notice

### Dangerous Dogs Act 1991

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

### Defective Premises Act 1972

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



# Section Five: Home Emergency Insurance Policy

Thank **You** for choosing this policy.

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

This policy is suitable for someone who wishes to cover an **Emergency** caused by specified events when they do not already have relevant insurance cover. It is not designed to replace **Your** buildings and contents insurance and will not provide assistance for normal day to day **Home** maintenance.

This policy provides assistance in the event of an **Emergency** outlined in the table below.

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

## Status disclosure

This policy is provided on behalf of Towergate a trading name of Advisory Insurance Brokers Limited, which is authorised and regulated by the Financial Conduct Authority. Its registered office is at 2 Minster Court, Mincing Lane, London EC3R 7PD. It is registered in England no: 4043759.

This home emergency policy is provided by Arc Legal Assistance Limited, and the insurer is AmTrust Europe Limited. Claims under this policy are handled by Legal Insurance Management Limited.

**Your** policy is subject to English Law and **You** and **We** agree to submit to the non-exclusive jurisdiction of the English Courts if there is an unresolved dispute between us.

## Important information

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

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

Each section of this document explains what is and is not covered. There are also General Exclusions that apply to all sections of the cover, and there are General Conditions that **You** must follow for the policy to cover **Your** claim.



## How to make a claim

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

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

Are **You** having an **Emergency** in relation to one or more of the following?

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

If so, to obtain assistance, contact the 24 hour **Emergency** Helpline on: **0333 234 8506**

Please have as much information as possible to hand including **Your** policy reference 10033/60097, to enable us to assist **You** as quickly as possible.

### What will happen next:

If **You** suffer an **Emergency** at **Your Home**, **You** should tell us on the **Emergency** telephone number.

**We** will then:

- Advise **You** how to protect yourself and **Your Home** immediately;
- Validate **Your** policy and arrange for one of **Our Authorised Suppliers** to get in touch with **You** to make an appointment or to settle **Your** claim on a **Reimbursement Basis**;
- **We**, along with **Our Authorised Suppliers** under **Our** delegated authority, will then manage **Your** claim from that point onwards and keep **You** updated throughout **Your** claim journey;
- **We** will organise and pay up to £1,500 per claim including VAT, call out, labour, parts and materials to carry out an **Emergency** repair;
- In the event of **Your Home** becoming uninhabitable and remaining so because of a covered event, **We** will contribute up to £200 inc VAT towards the cost of **Your** (including **Your** pets) accommodation including transport, on a **Reimbursement Basis**;
- Once **We** have carried out an **Emergency Repair** and contained the **Emergency** for **You**, **We** would always recommend that **You** arrange for a **Permanent Repair** to be completed by a qualified tradesperson as soon as possible. In many cases the **Emergency Repair** will only provide a temporary solution to the problem.

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

If the **Emergency Repair** is going to cost more than the £1,500 limit inclusive of VAT, **We** will require **You** to contribute the difference before **We** complete the **Emergency Repair**.

Subject to **Our** prior agreement and on receipt of **Your** contractor's fully itemised and paid invoice, **We** would pay **You** up to £1,500 inclusive of VAT as a contribution to a repair, which **You** arrange **Yourself**, taking into account costs already reasonably incurred by **Our Authorised Supplier**, for the initial visit. Any costs already incurred by **Our Authorised Supplier** will be added to any costs incurred by **Your** own contractor to determine whether the £1,500 inclusive of VAT policy limit has been reached.

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



When **We** make a repair **We** will leave **Your Home** safe and habitable but **We** will not be responsible for reinstating it to its original condition, although **You** may find that this is **Covered** under **Your** buildings insurance.

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

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

In these circumstances, **You** may, with **Our** prior agreement, arrange for **Your** own contractor to resolve **Your Emergency** and **We** will refund the cost of **Your** contractor up to £1,500 inclusive of VAT.

In this event **You** will need to provide a fully itemised invoice or receipt from **Your** own contractor to support **Your** claim for reimbursement. **We** will only reimburse the cost of the **Emergency Repair** applicable under the policy.

## Other insurance

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

## Recovering Our costs

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

## Parts availability

The provision of parts is an important factor in providing **Emergency Repairs**. If **Our Authorised Supplier** does not carry the spare parts needed on the day of **Your** appointment, **We** will do all **We** reasonably can to find and install parts through **Our Approved Suppliers**. **We** may use new parts or parts that have been reconditioned by the manufacturer or approved third parties.

**We** may not replace parts on a like for like basis but will provide an alternative suitable for containing the **Emergency**. However, there may be times when replacement parts are delayed because of circumstances beyond **Our** control. In these cases **We** will not be able to avoid delays in repair; **We** will keep **You** informed throughout **Your** claim.

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



## Meaning of words

Wherever the following words and phrases appear in **bold** in this document they will always have the following meanings.

### Authorised Supplier

A tradesperson authorised by us to assess **Your** claim, and carry out repairs in **Your Home** under this policy and under **Our** delegated authority.

### Covered/Insured Events

**Emergency** to essential services in **Your Home** listed in the section below headed 'What is covered'.

### Data Protection Legislation

The relevant **Data Protection Legislation** in force within the **United Kingdom** where this cover applies at the time of the insured event.

### Emergency

The result of a sudden and unforeseen incident at the **Home** which immediately:

- a) Exposes **You** or a third party to a risk to **Yours** or their health or;
- b) Creates a risk of loss of or damage to the **Home** and/or any of **Your** belongings or;
- c) Renders the **Home** uninhabitable.

### Emergency Repairs

Work undertaken by an **Authorised Supplier** to resolve the **Emergency** by completing a **Temporary Repair**.

### Home

The house or flat shown on **Your** policy certificate, its integral (built-in) garages all used for domestic purposes only in the **United Kingdom**. It does not include detached garages, sheds, greenhouses and other buildings.

### Insured/You/Your

**You**, the policyholder, and/or any member of **Your** immediate family normally living at **Your Home**.

### Period of Insurance

One year from the start or renewal date shown on **Your** policy certificate. If a mid-term adjustment has been made, the date on **Your** new policy certificate.

### Permanent Repair

Repairs and/or work required to put right the fault which caused the **Emergency** on a permanent basis.

### Reimbursement Basis

Subject to **Our** prior agreement and on receipt of the engineer/installer/supplier/**Authorised Supplier**'s fully itemised invoice, **We** will pay **You** up to £1,500 inclusive of VAT as a contribution to a repair which **You** will arrange **Yourself**. This will be in full and final settlement of **Your** claim.

### Temporary Repair

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

### Trace and Access

Damage resulting from gaining necessary access to the **Emergency** or reinstating the fabric of **Your Home**.



## United Kingdom

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

## We/Us/Our

Legal Insurance Management Ltd, who provide the services described in this policy on behalf of Arc Legal Assistance Ltd; who administer this product on behalf of the underwriter AmTrust Europe Limited.

## What is covered

**We** will only pay for the **Emergency Repair**. **We** will not pay for any damage caused by the **Emergency**.

The **Emergencies** listed below are **covered** under this policy:

## What is not covered

There are conditions and exclusions, listed below, which limit the type and value of **Emergency Repairs** **You** can claim for.

Please read them carefully to ensure this cover meets **Your** needs. **We** do not wish **You** to discover after an **Emergency** has occurred that it is not covered under the policy.

The following incidents are **NOT** covered under this policy:

## Plumbing

An **Emergency** relating to:

- The internal hot and cold water pipes between the main internal stopcock and the internal taps;
- The cold water storage tank;
- Flushing mechanism of a toilet;
- A leak from:
  - **Your** toilet;
  - Pipes leading to and from the shower or bath;
  - Internal section of the overflow pipe;
  - Central heating water pipes.

Any dripping tap/nozzle or any other part of the plumbing or drainage system where the water is safely escaping down a drain.

Replacing external overflows, cylinders, hot and cold water storage tanks, radiators, immersion tanks and sanitary ware including sinks and basins.

Burst or leaking flexible hoses along with breakdown, leak or damage to domestic appliances such as dishwashers and washing machines.

Septic tanks, swimming pools and hot tubs.

Repair to, or replacement of, all pipe work outside the **Home**.

Dealing with temporarily frozen pipes.

Damage resulting from gaining necessary access to the **Emergency** or reinstating the fabric of **Your Home**. Otherwise known as **Trace and Access**.



## What is covered

### Drainage

An **Emergency** relating to the blockage of, or damage to the waste pipes causing a blockage or a waste water leak.

The below is a list of **Emergencies** that **You** would be covered for:

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

## What is not covered

Repairs to drains that are the responsibility of the local water authority (even if they are within the boundaries of the **Home**).

Repairing, replacing manholes, soakaways, septic tanks (clearing or emptying), cesspits, treatment plants and their outflow pipes, guttering and downpipes.

Regularly cleaning **Your** drains and any descaling of **Your** drains.

Removing, replacing or repairing any part of the drain which is damaged but does not result in the total blockage of the drain.

Repairing or unblocking drains which are used for commercial purposes.

Making access to drain systems points of entry (such as manhole covers) if these have been built over.

Drain clearance due to installation faults or misuse of drains such as flushing baby wipes down the drain, grease or cooking oil.

Damage resulting from gaining necessary access to the **Emergency** or reinstating the fabric of **Your Home**. Otherwise known as **Trace and Access**.

### Failure of Internal Electrics

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

Failure of burglar/fire alarm systems, CCTV surveillance or swimming pools and their plumbing or filtration systems. Also shower units, replacement of light bulbs and fuses in plugs.

Repair to, or replacement of, electrical appliances such as cookers, all electrical wiring and infrastructure outside the **Home**.



## What is covered

### Security

#### Windows

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

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

#### Keys and locks

Gaining access to, or securing **Your Home** through an external door where **You** have no alternative due to:

- lost or damaged keys;
- stolen keys;
- failure of the external locking mechanism to the door.

Damage to locks on external doors or windows caused by vandalism, theft or attempted theft where **You** are unable to secure **Your Home**.

Replacement of a single set of keys (if this is the only alternative to resolve the **Emergency**).

### Pests

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

### Internal Gas Pipe

A leak from the internal gas supply pipe in **Your Home** between the meter and a gas appliance. **We** will repair or replace the section of pipe, following the isolation of the gas supply by the National gas **Emergency** Service.

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

## What is not covered

### Windows, keys and locks

Fences, outbuildings and detached garages: damage to windows, doors or locks.

Double glazing where one pane is broken but the other is intact and the **Home** is therefore secure.

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

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

Corrosion of the gas supply pipe due to natural wear and tear or methods used to conceal the pipe work, such as under a concrete floor, without adequate protection;

Damage resulting from gaining necessary access to the **Emergency** or reinstating the fabric of **Your Home**. Otherwise known as **Trace and Access**.



## What is covered

### Boiler and Heating System

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

**We** will also cover **You** for:

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

Included:

Domestic gas boiler within **Your Home**, the output of which does not exceed 60kWh. This also includes boiler isolating valve, along with all manufacturer's fitted components within the boiler – together with the pump, motorised valves, thermostat, radiator, timer, temperature pressure controls and the primary flue.

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

## What is not covered

Commercial boilers or heating systems with an output of over 60kWh.

Any heating system which is not wholly situated within **Your Home** or is shared with neighbouring dwellings.

Descaling and any work arising from hard water scale deposits (including power flushing) or from damage caused by hard water or sludge resulting from corrosion. Signs that work is needed may include a noisy boiler, sludged up pipes or poor circulation.

Thermostatic valves.

Replacement of any equipment added to the standard heating system such as a Magnadecan or similar device.

Adjustments to the timing and temperature controls, or replacement of controls which can be manually operated safely, including relighting the pilot light/flame.

Any costs for the repair of **Your** heating system which is covered by a manufacturer, supplier, installer or repairer guarantee or warranty.

Boilers which are still working, but **You** suspect may be about to break down (e.g. where a noise has developed) or where the fault is not apparent to **Our** authorised contractor.

Any routine maintenance, cleaning and servicing, as well as repairs that require a power flush of **Your** boiler or main heating system.

Any repair or replacement of under floor heating systems, warm air units, air or ground source heat pumps.



## What is covered

### Boiler and Heating System – Beyond Economical Repair

If in the opinion of **Our Authorised Supplier**, **We** are unable to repair **Your** boiler/hot water system, **We** will pay **You** £250 towards buying a replacement boiler or heating system. This can be claimed on a **Reimbursement Basis** within 90 days of **Our** attendance at **Your Home**.

If **We** are unable to repair **Your** boiler/hot water system and **You** choose to not replace it, cover under this section will no longer apply.

## What is not covered

Any fault arising due to sludge/scale/rust/debris within the primary heating system or damage caused by any other chemical composition of the water e.g. if **You** reside in a hard water area (as per the Local Water Authority).

Repair/replacement of convector heaters, inhibitors, water tanks, radiators, radiator valves and hot water cylinders.

Repair to, or replacement of, gas appliances such as cookers.

Any loss or damage resulting from a lack of proper maintenance, including that caused by or to a boiler or central heating system which has not been properly maintained in accordance with manufacturers' instructions.

Repair or replacement of the flue due to wear and tear.

Any adaptations made to the **Home** which do not comply with the regulations applicable at the time.

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

### Temporary Heating

If **You** have no heating and a part needs to be ordered following the **Authorised Supplier's** first visit, or if **We** are unable to repair the boiler/heating system, **You** have the option to either purchase heaters up to a value of £50 inc VAT on a **Reimbursement Basis**. These heaters are **Yours** to keep.

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



## What is covered

### Roofing

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

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

## What is not covered

**We** will not replace tiles (unless this is the only way to contain the **Emergency**).

Water ingress due to poor roof maintenance or wear and tear.

Damage caused to the **Home** and/or contents as a result of water ingress.

## General Exclusions

**We** will not cover the following:

1. A repair if **You** are aggressive towards **Our Authorised Suppliers** or staff or impede or prevent access to **Your Home** at reasonable times to complete the repair;
2. Loss or damage arising from **Emergencies** which were known to **You** before the start date of this policy;
3. Any loss where **You** did not contact us to arrange repairs;
4. Disconnection or failure of mains services by a utility company concerned or any equipment or services which are the responsibility of the utility company;
5. Any **Emergency** in a **Home** that has been **Unoccupied** for more than 30 consecutive days;
6. Any defect, damage or breakdown caused by modification, negligence or misuse;
7. Any loss or damage arising as a consequence of war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance; ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component;
8. Any loss or damage arising from structural problems as a result of any form of **Subsidence**, bedding down of new structures, demolition, alterations to **Your Home** or the use of defective products;
9. Any repair costs which are covered by a manufacturer, supplier, installer or repairer guarantee or warranty;
10. This insurance does not cover normal day to day maintenance at **Your Home** that **You** should carry out. Nor does it pay for replacing items that wear out over a period of time or replacement of parts on a like for like basis where the replacement is necessary to resolve the immediate **Emergency**;
11. If **You** have been advised of remedial work, which **You** cannot prove has been carried out by a recognised and competent contractor on their previous visits or by a recognised third party authority, such as **Your** local water authority, utility company or boiler manufacturer;
12. No costs for repairs, parts or services are payable under this insurance unless **We** have been notified by **You** or a person calling on **Your** behalf through the 24 hour claims helpline, and **We** have approved a contractor in advance;
13. Cost of **Trace and Access** to locate the source of the **Emergency**;
14. Any boiler inspections or any other **Emergency Repairs** where asbestos may be disturbed;
15. The removal of asbestos;
16. Damage resulting from gaining necessary access to the **Emergency** or reinstating the fabric of **Your Home**. Otherwise known as **Trace and Access**;
17. When **We** make a repair **We** will leave **Your Home** safe and habitable but **We** will not be responsible for reinstating it to its original condition;
18. Where Health and Safety regulations or a risk assessment that has been carried out, prevent **Our Authorised Suppliers** being able to attend to the **Emergency** or carry out work in **Your Home**.



## Renewal and Cancellation Rights

### Renewals

Before the end of **Your** current **Home Emergency** policy, **We** will write to **You** to tell **You** about any changes to what is included in **Your** agreement or any changes to **Our** prices for the next year. Unless **You** tell **Us** when **We** write to **You** that **You** do not want to renew, **We** will automatically renew **Your** agreement for another year if **You** have chosen to pay by Direct Debit.

### Cancellation – Your Rights

If **You** find that this cover does not meet **Your** needs, please contact **Your Broker** within 14 days of receiving this document and they will arrange for us to cancel this policy. **You** will receive a full refund of **Your** premium, provided **You** have not made any claims.

If **You** cancel the policy outside the 14 day period **You** will receive a refund of **Your** premium proportionate to the amount of time left to run on the policy, provided **You** have not made any claims.

### Cancellation – Our Rights

**We** may cancel this policy by giving **You** at least 14 days written notice at **Your** last known address for the following reasons:

- If **You** fail to make payment of premiums **We** will send **You** a reminder to do so. If **We** do not receive payment after two reminders **We** will cancel **Your** policy with immediate effect and notify **You** in writing that such cancellation has taken place;
- If **You** refuse to allow us reasonable access to **Your Home** in order to provide the services **You** have asked for under this policy or if **You** fail to co-operate with **Our** agents, representatives or authorised contractors;
- If **You** otherwise cease to comply with the terms and conditions of this policy;

**We** may cancel this policy without giving **You** prior notice if, by law, or other similar reasons **We** are unable to provide it.

If **We** exercise **Our** rights to cancel the policy under this section, **We** will refund the premium paid proportionate to the remaining **Period of Insurance**, provided **You** have not made any claims. **We** reserve the right to refuse renewal of any individual policy.

**We** may cancel this policy with immediate effect if:

- **You** make or try to make a fraudulent claim under **Your** policy;
- **You** are abusive or threatening towards **Our** staff;
- **You** repeatedly or seriously break the terms of this policy.

**We** will continue to honour any claims made before cancellation.

## Fraud, Misrepresentation and Disclosure

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

- Knowingly failed to answer questions correctly, or has misrepresented the answer to questions or any information given, or has manipulated any answers provided to online questions, and these answers would have affected the decision to provide **You** with cover, or the terms and conditions of cover or the premium required;
- Misled us in any way for the purpose of obtaining insurance, or obtaining more favourable terms, or obtaining a reduced premium or influencing us to accept a claim;



- Made a fraudulent or false claim in full or in part, misrepresented any answers to questions or any information given in order to influence us to accept a claim, exaggerated the amount of the claim or provided false or invalid documents in support of a claim; or
- Withdrawn a claim, had a claim refused or declined or had a policy cancelled or made void following an allegation or suggestion of fraud by us or another insurer.

**We** may:

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

## Complaints Procedure

**We** will always aim to do **Our** best. However there may be times when **You** are not happy with **Our** services.

Write to us:

LIMemergency  
1 Hagley Court North  
The Waterfront  
Brierley Hill  
West Midlands  
DY5 1XF

Email us at: **claims@limemergency.co.uk**

Call us on: **01384 884080**

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

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. This may also apply if **You** are insured in a business capacity. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Tel: **0300 123 9123**

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

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



## FSCS

**We** are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if **We** cannot meet **Our** obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim. **You** can get more information about compensation scheme arrangements from the FSCS or visit [fscs.org.uk](https://fscs.org.uk)

## Privacy and Data Protection Notices

### AmTrust Europe Limited and Arc Legal Assistance Privacy and Data Protection Notice

#### 1. Data Protection

Arc Legal Assistance are committed to protecting and respecting **Your** privacy in accordance with the current **Data Protection Legislation** ('Legislation'). Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit [arclegal.co.uk](https://arclegal.co.uk)

#### 2. How We Use Your Personal Data and Who We Share it With

**We** may use the personal data **We** hold about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. **We** will also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

#### 3. Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by us for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for us to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** Privacy Statement, which is available to view on the website address detailed above.

#### 4. Disclosure of Your Personal Data

**We** may disclose **Your** personal data to third parties involved in providing products or services to us, or to service providers who perform services on **Our** behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaux, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

#### 5. Your Rights

**You** have the right to ask us not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask us to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

#### 6. Retention

**Your** data will not be retained for longer than is necessary, and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or **Our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning **Our** use of **Your** personal data, please contact **The Data Protection Officer**, please see website for full address details.



## Legal Insurance Management Ltd Customer Privacy Notice

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

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

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

## Authorisation

Legal Insurance Management Ltd (LIM) is authorised and regulated by the Financial Conduct Authority. Registration Number 552983. This can be checked on the Financial Services Register by visiting the website [fca.org.uk/register](https://fca.org.uk/register) or by contacting the Financial Conduct Authority on **0800 111 6768**.

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

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



# Section Six: Family Legal Protection and Cyber Support Cover

Family Legal Protection provides:

- Assistance Helplines including 24/7 Legal Advice
- Total Legal – Discounted legal services and online document templates
- Insurance for legal costs for certain types of disputes

## Assistance Helpline Services

### Legal and Tax Helpline

**You** can use the helpline service to discuss any legal or tax problem occurring within the **United Kingdom**, the Channel Islands and the Isle of Man, and arising during the period of this policy.

Simply telephone **0344 770 1040** and quote '**Pen MNW Legal Protection**'.

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

### Cyber Support Helpline

**You** can use the helpline service to discuss any cyber support problem occurring under the Crisis Response & Incident Management, Restoration and Credit Monitoring sections of cover, arising during the period of this policy.

Simply telephone **0333 234 8503** and quote '**Pen MNW Legal Protection**'.

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

### Lifestyle Counselling Helpline & Online Support Service

This service can help with a range of problems from practical everyday matters to sensitive or emotional issues.

**Our** specialists will help **You** deal with personal relationship problems, problems with colleagues in the workplace and other issues affecting **Your** general wellbeing.

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

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

**You** can access the Lifestyle Counselling Helpline on **0344 770 1036** or **You** can access the Online Support Service by visiting **ardlegal.co.uk/carefirst** where **You** will be required to enter a username and password which is available from **Your Broker**.



### **Domestic Helpline**

Use the helpline following an emergency in the **Home** for which a tradesman's assistance is required.

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

Simply telephone **0344 770 1041** and quote '**Pen MNW Legal Protection**'.

### **Health and Medical Information Service**

This telephone service provides information on general health issues, and non-diagnostic information on medical matters. Information can be given on a wide variety of topics and on resources that provide further support.

This helpline is open 24 hours a day, seven days a week.

Simply telephone **0344 770 1036** and quote '**Pen MNW Legal Protection**'.

### **Veterinary Assistance**

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

Simply telephone **0344 770 1036** and quote '**Pen MNW Legal Protection**'.

### **Childcare Assistance**

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

Simply telephone **0344 770 1036** and quote '**Pen MNW Legal Protection**'.

### **Home Assistance**

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

Simply telephone **0344 770 1036** and quote '**Pen MNW Legal Protection**'.



## Total Legal

**Your** policy provides **You** with the Total Legal package, which aims to address any legal issue **You** might have that is not covered under **Your** Family Legal Protection policy. The package provides the following benefits:

### Additional Legal Services

In this package **Our** aim is to provide a wide ranging insured legal service. Inevitably there are areas where it is not possible to insure legal **costs** in particular those which everybody at some time faces, but which are nevertheless often expensive and sometimes unexpected. Examples are:

- Legal costs arising from the sale or purchase of the **Home** and re-mortgaging
- Divorce and child custody issues
- Wills and probate

To help **You** deal with these and other matters which may arise **We** are able to give **You** access to discounted legal services provided by **Us** in partnership with **Our** panel solicitors. **Our** panel solicitors are one of the country's leading law firms with expertise in all areas where assistance is likely to be required.

If **You** would like to make use of the service please contact the number above for an initial telephone consultation which will be provided at no cost to **You**. **Our** panel solicitors will give **You** a quotation for the likely cost of their representation and it will then be **Your** decision whether **You** appoint them to act for **You**.

### Arc Legal Document Service

As an addition to **Your** Legal Expenses cover, **You** have access to **Our** Legal Document Service.

This will provide **You** with:

- Access to a range of legal document templates
- A step by step walkthrough to assist **You** in completing the documents

The service can be accessed by visiting [arclegal.co.uk/legaldocuments](http://arclegal.co.uk/legaldocuments) where **You** can register **Your** details using the voucher code: **PENHOME**

## Terms of Cover

This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by AmTrust Europe Limited, on whose behalf **We** act.

### For Crisis Response & Incident Management, Restoration and Credit Monitoring sections of cover:

If a claim is accepted under this insurance, **We** will appoint **Our Adviser** to handle **Your** claim. **You** are not covered for any other representatives' fees.

### All other sections of cover:

If a claim is accepted under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **Conflict of Interest** arises. Where it is necessary to start court proceedings or a **Conflict of Interest** arises and **You** want to use a legal representative of **Your** own choice, **Advisers' Costs** payable by **Us** are limited to no more than (a) **Our Standard Advisers' Costs**, or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs Regime, whichever is the lower amount.



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

- a) The **Insured Event** takes place in the **Period of Insurance** and within the **Territorial Limits** and
- b) The **Legal Action** takes place within the **Territorial Limits**.

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

## Important Conditions

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

### Prospects of Success (not applicable to Crisis Response & Incident Management, Restoration or Credit Monitoring)

There must be a 51% or greater chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **Your** interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Adviser**. If the **Adviser** determines that there is not a 51% or greater chance of success then **We** may decline or discontinue support for **Your** case.

### Proportional Costs

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

### Duty of Disclosure

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

### Freedom of Choice

Only at the point it may be necessary to start court proceedings do **You** have the right to choose an **Adviser** of **Your** own choice to act for **You**. Should **You** choose to do so, **We** will only pay **Standard Advisers' Costs** up to the amount specified in the **Maximum Amount Payable** definition and may, at **Our** discretion, vary from time to time.

It is important that if **You** decide to choose **Your** own **Adviser** that **You** ensure they are suitably experienced and competent to act on **Your** behalf, **We** will not be able to provide any advice or guidance in relation to choosing a non-panel **Adviser**.



## Definitions

Where the following words appear in **bold** they have these special meanings.

### Adverse Costs

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

### Adviser

Crisis Response & Incident Management, Restoration & Credit Monitoring:

**Our** specialist cyber security adviser or their agents appointed to act for **You**.

All other sections:

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

### Advisers' Costs

Crisis Response & Incident Management, Restoration & Credit Monitoring:

Costs to employ the services of **Our** specialist cyber security adviser or their agents.

All other sections:

Legal or accountancy fees and disbursements incurred by the **Adviser**.

### Computer

A personal **Computer** that **You** own, use or control, that is permanently kept within **Your** main residence.

### Computer Virus

A program or piece of code which is often capable of copying itself and which causes damage to systems or **Data**.

### Conditional Fee Agreement

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

### Conflict of Interest

Situations where **We** administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.

### Contract of Employment

A contract of service, whether express or implied, and (if it is express) whether oral or in writing.

### Costs

**Standard Advisers' Costs** and **Adverse Costs**.

### Credit Monitoring Facility

A provider of services which periodically reviews an individual's or an organisation's credit reports for accuracy and changes, tracking potentially fraudulent activity.



### **Cyber Attack**

Malicious deletion, corruption, unauthorised access to, or theft of **Data**.

Damage or disruption caused by a **Computer Virus**, hacking or denial of service attack; affecting **Your** home systems.

### **Daily Rate**

An amount equal to 1/250th of either of the following:

- If **You** are employed, the average of the amounts shown on **Your** payslips from **Your** employer during the last 12 months (excluding bonus payments and overtime); or
- If **You** are self-employed, the monthly average of the income **You** declared to HMRC for the previous tax year.

### **Data**

In relation to: facts, concepts, information, ideas, text, recordings and images which are converted to a form which can be processed by home systems, but not including software and programs.

In relation to this policy outside of a **Cyber Attack: Data** as defined by **Data Protection Legislation**.

### **Data Protection Legislation**

The relevant **Data Protection Legislation** in force within the **Territorial Limits** where this cover applies at the time of the **Insured Event**.

### **Disclosure Breach**

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

### **Electronic Devices**

Any personal computing or personal electronic device that connects to the internet or to other **Electronic Devices** and any associated **Data**, software and programs.

### **Employee**

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

### **Excess**

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

**Property Infringement section:** £250

**All other sections:** £Nil

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

### **HM Revenue and Customs Full Enquiry**

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

### **Identity Fraud**

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



### Insured Event

The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance.

#### Identity Fraud

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

#### Tax

In accountancy matters the **Insured Event** arises on the date that **You** or **Your Adviser** are contacted either verbally or in writing, by the relevant department of HMRC advising **You** of either dissatisfaction with **Your** returns, or amounts paid, or notice of intention to investigate.

#### Jury Service

In a claim arising from jury service the **Insured Event** arises at the end of the period of jury service, at which point **You** can submit a claim.

For the purposes of the **Maximum Amount Payable**, only one **Insured Event** will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.

### Insurer

AmTrust Europe Limited.

### Legal Action(s)

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

### Legal Helpline

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

### Maximum Amount Payable

**We** will pay up to £100 per hour plus VAT up to a **Maximum Amount Payable** in respect of an **Insured Event** as stated below:

Crisis Response & Incident Management, Restoration, Credit Monitoring & Social Media Defamation: £25,000  
All other sections of cover: £150,000

### Period of Insurance

The **Period of Insurance** declared to and accepted by **Us**, which runs concurrently with the period of the underlying insurance policy to which this legal expenses insurance attaches. For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn.

### Ransomware

A system attack which allows a hacker to infiltrate **Your Electronic Device(s)**, encrypt **Your Data**, and demand payment of a ransom in exchange for decryption of **Your** files.

### Standard Advisers' Costs

The level of **Advisers' Costs** that would normally be incurred in using a specialist panel solicitor or their agents as defined in the **Maximum Amount Payable** and may, at **Our** discretion, vary from time to time.



## **Territorial Limits**

Personal Injury, Crisis Response & Incident Management, Restoration & Credit Monitoring: Worldwide

For the Crisis Response & Incident Management, Restoration and Credit Monitoring sections of cover, be aware that while the **Cyber Attack** can occur from anywhere in the world, **You** and **Your Electronic Device(s)** must be in the **United Kingdom** when the **Cyber Attack** occurs.

Contract Pursuit and Defence: The **United Kingdom**, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.

All other sections: **United Kingdom**, the Channel Islands and the Isle of Man.

## **We/Us/Our**

Arc Legal Assistance Limited.

## **You/Your/Yourself**

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

## **Cover**

### **Consumer Pursuit**

#### **What is insured**

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

#### **What is not insured**

##### **Claims**

- a) Where the amount in dispute is below £100 plus VAT
- b) Where the breach of contract occurred before **You** purchased this insurance
- c) For and/or in any way related to professional negligence
- d) Involving a vehicle owned by **You** or which **You** are legally responsible for
- e) Arising from a dispute with any government, public or local authority
- f) Arising from the purchase or sale of **Your** main **Home**
- g) Relating to a lease tenancy or licence to use property or land
- h) Relating to a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled
- i) Relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **You**
- j) Directly or indirectly arising from planning law
- k) Directly or indirectly arising from constructing buildings or altering their structure for **Your** use, except in relation to disputes where the amount in dispute is below £5,000 inc. VAT.



## Consumer Defence

### What is insured

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

### What is not insured Claims

- a) Where the amount in dispute is below £100 plus VAT
- b) Where the breach of contract occurred before **You** purchased this insurance
- c) Involving a vehicle owned by **You** or which **You** are legally responsible for
- d) Arising from a dispute with any government, public or local authority
- e) Arising from the sale or purchase of **Your** main **Home**
- f) Relating to a lease tenancy or licence to use property or land.

## Personal Injury

### What is insured

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

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

### What is not insured Claims

- a) Arising from medical or clinical treatment, advice, assistance or care
- b) For stress, psychological or emotional injury unless it arises from **You** suffering physical injury
- c) For illness, personal injury or death caused gradually and not caused by a specific sudden event.

## Clinical Negligence

### What is insured

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

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

### What is not insured

Claims for stress, psychological or emotional injury unless it arises from **You** suffering physical injury.



## Employment Disputes

### What is insured

**Standard Advisers' Costs** to pursue a **Legal Action** brought before an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) against an employer or ex-employer for breach as an **Employee of Your**:

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

### What is not insured

#### Claims

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

## Property Infringement

### What is insured

**Costs** to pursue a **Legal Action** for nuisance or trespass against the person or organisation infringing **Your** legal rights in relation to **Your** main **Home**.

### What is not insured

#### Claims

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



## Property Damage

### What is insured

**Costs** to pursue a **Legal Action** for damages against a person or organisation that causes physical damage to **Your** main **Home**. The damage must have been caused after **You** first purchased this insurance.

### What is not insured

#### Claims

- a) Where the amount in dispute is below £100 plus VAT
- b) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority
- c) In respect of a contract **You** have entered into
- d) Directly or indirectly arising from planning law
- e) Directly or indirectly arising from constructing buildings or altering their structure for **Your** use
- f) Directly or indirectly arising from:
  - i) **Subsidence** meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building
  - ii) **Heave** meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground
  - iii) **Landslip** meaning downward movement of sloping ground
  - iv) Mining or quarrying.

## Property Sale and Purchase

### What is insured

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

### What is not insured

#### Claims

- a) Where **You** have purchased this insurance after the date **You** completed the sale or purchase of **Your** main **Home**
- b) For and/or in any way related to professional negligence
- c) Where the amount in dispute is below £250 plus VAT
- d) Directly or indirectly arising from planning law
- e) Directly or indirectly arising from constructing buildings or altering their structure for **Your** use.

## Tax

### What is insured

**Standard Advisers' Costs** incurred by an Accountant if **You** are subject to an **HM Revenue and Customs Full Enquiry** into **Your** personal Income Tax position.

This cover applies only if **You** have:

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



### **What is not insured Claims**

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

## **Personal Identity Fraud**

### **What is insured**

#### **Costs** arising from **Identity Fraud**:

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

### **What is not insured Claims**

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

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

## **Legal Defence**

### **What is insured**

- a) **Costs** in a **Legal Action** to defend **Your** legal rights in the following circumstances arising out of **Your** work as an **Employee**:
  - i) Prior to being charged when dealing with the police or Health & Safety Executive or others with the power to prosecute
  - ii) In a prosecution brought against **You** in a court of criminal jurisdiction
  - iii) In a civil action brought against **You** for compensation under **Data Protection Legislation**
  - iv) In civil proceedings brought against **You** under legislation for unlawful discrimination
- b) **Costs** in a **Legal Action** to defend **Your** legal rights arising out of a formal investigation or disciplinary hearing brought against **You** by any trade association or professional or regulatory body.



## What is not insured

### Claims

- For alleged road traffic offences where **You** did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving whilst under the influence of alcohol or non-prescribed drugs, or prescription medication where **You** have been advised by a medical professional not to drive
- For **Costs** where **You** are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy
- For parking offences which cannot lead to penalty points on **Your** licence
- Following an allegation of violence or dishonesty
- For **Standard Advisers' Costs** incurred in excess of any **Costs You** are able to recover under a Defendants Costs Order.

## Jury Service

### What is insured

**We** will pay a **Daily Rate** for the duration **You** are off work while attending jury service for each whole day of such attendance providing these costs are not recoverable from **Your** employer or the court.

**We** will pay 50% of the **Daily Rate** for each additional half day **You** are off work while attending jury service providing these costs are not recoverable from **Your** employer or the court.

## Social Media Defamation

### What is insured

Following defamatory comments made about **You** through a social media website, **Standard Advisers' Costs** to write one letter to the provider of the Social Media website requesting that the comments are removed.

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

### What is not insured

Claims where **You** are not aged 18 years or over.

## Crisis Response & Incident Management

### What is insured

**Costs** for **Our Adviser** to provide advice and assistance:

- For an initial assessment of a **Cyber Attack** **You** have suffered, including the immediate action **You** need to take
- Where **You** have suffered a financial loss as a result of a **Cyber Attack**
- To assist in notifying the authorities of a **Cyber Attack** against **You** when appropriate to do so
- For responding to **Ransomware**, including the threat of a **Cyber Attack** against **You**, or the unauthorised use of **Your** personal data stored on **Your Electronic Devices**
- If as a result of a **Cyber Attack** against **You**, **You** are accused of:
  - Misuse of third party **Data**
  - Transmitting a **Computer Virus** to a third party
  - Causing loss of reputation to a third party or breaching a third party's intellectual property rights.



## Restoration

### What is insured

**Costs** for **Our Adviser** to provide advice and assistance for restoring **Your Electronic Devices** to the state they were in prior to a **Cyber Attack**.

## Credit Monitoring

### What is insured

Reimbursement of the costs **You** incur for a 12 month subscription to a **Credit Monitoring Facility**, following a **Cyber Attack**.

## General Exclusions

### 1. There is no cover where:

- a) **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
- b) An estimate of **Advisers' Costs** of acting for **You** is more than the amount:
  - i) in dispute; or
  - ii) to restore **Your Electronic Devices**. At **Our** discretion, **We** may contribute towards the cost of reimbursing any outlay **You** have for restoring **Your Electronic Devices** in these instances
- c) **Advisers' Costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which **We** have given **Our** prior written approval
- d) **Your** insurers repudiate the insurance policy or refuse indemnity
- e) The **Cyber Attack** was caused by an illegal activity **You** undertook
- f) The **Cyber Attack** occurred whilst **You** and/or **Your Electronic Devices** were outside of the **United Kingdom**
- g) The **Cyber Attack** has arisen from war or nuclear risks.

### 2. There is no cover for:

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

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

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

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

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



## Conditions

### 1. Claims conditions for: Critical Response & Incident Management, Restoration and Credit Monitoring

- a) **You** must notify claims as soon as possible once **You** become aware of the incident and within 12 hours of **You** becoming aware of the incident (within 7 days for any claims against **You**). There will be no cover under this policy if, as a result of a delay in reporting the claim, **Our** position has been prejudiced.
- b) **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted.
- c) The **Insurer** shall only be liable for **Advisers' Costs** for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- d) **You** shall supply all information requested by the **Adviser** and **Us**.
- e) **You** shall note admit any liability for any claims against **You** resulting from a data breach without consent from **Our Advisers**.
- f) **You** must ensure that password protection is enabled on all of **Your Electronic Devices** that **You** own, use or control, and can demonstrated that appropriate security controls are adhered to.
- g) **You** must ensure that basic security software is in place on all **Computer** hardware **You** own, use or control, including Anti-Virus and Firewall software.

### 2. Claims conditions for all other sections of cover:

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

- a) **We** may investigate the claim and take over and conduct the legal proceedings in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a settlement of the legal proceedings.
  - i) **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. Where it is necessary to start court proceedings or a **Conflict of Interest** arises, and **You** wish to nominate a legal representative to act for **You**, **You** may do so. Where **You** have elected to use a legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**. The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment available on request.
- b) The **Adviser** will:
  - i) Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained.
  - ii) Keep **Us** fully advised of all developments and provide such information as **We** may require.
  - iii) Keep **Us** advised of **Advisers' Costs** incurred.
  - iv) Advise **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are not accepted cover under this insurance shall be withdrawn unless **We** agree in **Our** absolute discretion to allow the case to proceed.
  - v) Submit bills for assessment or certification by the appropriate body if requested by **Us**.
  - vi) Attempt recovery of costs from third parties.
- c) In the event of a dispute arising as to **Advisers' Costs** **We** may require **You** to change **Adviser**.
- d) The **Insurer** shall only be liable for **Advisers' Costs** for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- e) **You** shall supply all information requested by the **Adviser** and **Us**.
- f) **You** are responsible for all legal costs and expenses including **Adverse Costs** if **You** withdraw from the legal proceedings without **Our** prior consent. Any legal costs and expenses already paid under this insurance will be reimbursed by **You**.
- g) **You** must instruct the **Adviser** to provide **Us** with all information that **We** ask for and report to **Us** as **We** direct at their own cost.



### 3. Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a 51% or greater chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

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

### 4. Proportionality

**We** will only pay **Advisers' Costs** that are proportionate to the amount of damages that **You** are claiming in the **Legal Action Advisers' Costs** in excess of the amount of damages that **You** are able to claim from **Your** opponent will not be covered.

### 5. Other Insurances

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

### 6. Disclosure

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

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

### 7. Fraud

In the event of fraud, **We**:

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

### 8. Cancellation

This cover is provided automatically as part of **Your** main insurance contract and cannot be cancelled in isolation. For details on how to cancel **Your** main insurance contract please contact **Your** insurance adviser.

**We** may cancel the insurance by giving 14 days' notice in writing to **You** at the address shown on the **Schedule**, or alternative address provided by **You**. No refund of premium shall be made.

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

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



## 9. Disputes

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

## 10. English Law and Language

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

## 11. Change in Law

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

# Customer Services Information

## How to Make a Claim

As soon as **You** have a legal problem that **You** may require assistance with under this insurance **You** should telephone the: Cyber Support Helpline for the Crisis Response & Incident Management, Restoration and Credit Monitoring sections of cover; or

**Legal Helpline** for all other sections of cover.

Specialist lawyers are at hand to help **You**. If **You** need a lawyer or accountant to act for **You** and **Your** problem is covered under this insurance, the helpline will ask **You** to complete and submit a claim form online by visiting **claims.arclegal.co.uk**. Alternatively they will send a claim form to **You**. If **Your** problem is not covered under this insurance, the helpline may be able to offer **You** assistance under a private funding arrangement.

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

## Privacy and Data Protection Notice

### 1. Data Protection

Arc Legal Assistance are committed to protecting and respecting **Your** privacy in accordance with the current **Data Protection Legislation** ('Legislation'). Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit **arclegal.co.uk**

### 2. How We Use Your Personal Data and Who We Share it With

**We** may use the personal data **We** hold about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. **We** will also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.



### 3. Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** Privacy Statement, which is available to view on the website address detailed above.

### 4. Disclosure of Your Personal Data

**We** may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

### 5. Your Rights

**You** have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

### 6. Retention

**Your** data will not be retained for longer than is necessary, and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or **Our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning **Our** use of **Your** personal data, please contact The Data Protection Officer, please see website for full address details.

### Customer Service

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

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

**Our** contact details are:

Arc Legal Assistance Ltd  
PO Box 8921  
Colchester  
CO4 5YD

Tel: **01206 615000**

Email: **customerservice@arclegal.co.uk**



The Financial Ombudsman Service contact details are:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Tel: **08000 234 567**

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

### **Compensation**

**We** are covered by the Financial Services Compensation Scheme (FSCS). If **We** fail to carry out **Our** responsibilities under this policy, **You** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at **fscs.org.uk** or by phone on **0800 678 1100** or **020 7741 4100**.

### **Authorisation**

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

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



## **Towergate Insurance**

Ellenborough House, Wellington Street, Cheltenham,  
Gloucestershire GL50 1XZ

**[www.towergateinsurance.co.uk](http://www.towergateinsurance.co.uk)**

Towergate Insurance is a trading name of Advisory Insurance  
Brokers Limited. Registered in England Company No. 4043759.  
Registered Office: 2 Minster Court, Mincing Lane, London EC3R 7PD.  
Authorised and regulated by the Financial Conduct Authority.  
This can be checked on the FCA's register by checking the FCA website  
at **[fca.org.uk/register](http://fca.org.uk/register)** or by contacting them on **0800 111 6768**.

