Your Home Insurance Policy Booklet



defaqto

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Home Insurance 2016-2026

EXPERT RATED

Intelligent Insurance

Thank you for insuring with us!

Thank you for choosing Intelligent Insurance for your home insurance.

With our Defaqto 5 Star Rated Home Insurance you can rest assured that you have high quality home insurance that will be there when you need it most.

Customer satisfaction is our number one priority and we take pride in the friendly, professional service we provide. You have made the right decision in trusting us to arrange your home insurance and we look forward to helping you with your home insurance needs for years to come.



Philip Davies
Chief Executive, Intelligent Insurance

About this booklet

This booklet outlines the inclusions and exclusions of your cover, the general terms and conditions and contact information for claims and amendments to your policy. The colour-coded sections clearly display what is and isn't covered within the policy.

General Information *(including terms & conditions and your cancellation rights)*
Buildings Insurance
Contents Insurance
Liability Cover
Legal & Home Emergency Cover
How To Make A Claim & Important Telephone Numbers

Please read this policy booklet and the terms & conditions detailed on pages 8/9 carefully to ensure the cover you have selected is right for your needs. Keep it in a safe place along with your Home Insurance Policy Schedule as it forms part of your insurance contract with us.

If you have to make a claim we will do everything we can to assist, and a simple guide detailing what to do in the event of a claim is shown on pages 77-80 of this booklet.

How to Contact Us

For policy changes and help
03333 11 11 10
contactus@intelligentinsurance.co.uk

Legal helpline
0344 770 10 40

Domestic helpline
0333 234 3486

For claims contacts please see pages 77-80

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How to use your policy booklet

This policy booklet along with Your Schedule and Statement of Fact gives you all the information you need relating to your Home insurance cover. This includes the Terms & Conditions which apply and important information about the Legal & Domestic helpline. It also contains information about the process for making a claim or a complaint. There is a handy notes section at the back of this policy booklet for you to use if you have any questions.

You need to read this policy alongside your Home Insurance Policy Schedule and Statement of fact. All of the cover limits relating to each section of cover you have chosen are detailed in your Schedule. Where cover is being detailed, the sections are broken down into "What is insured" which will typically be shown on the left hand columns, and "What is not insured" which will typically be shown on the right hand columns. These sections are also colour coded to make them easy to follow and understand what is and is not covered under each section of the policy.

Words appearing in bold text have specific meanings. You can find these meanings in the "Definitions" section on pages 5 to 7 of this policy booklet, and on pages 51/52 and page 66 for additional definitions relating to Family Legal Protection and Home Emergency respectively.

Important Notes

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

In the event an insured loss results in a claim under both the Buildings and Contents sections, we will apply only one total excess to your claim. This excess will consist of the highest compulsory and the highest voluntary excess applicable to either section of cover

For example:

If you have **£250** Buildings excess and If you have **£100** Contents excess



You will be responsible for the first

£250

of any combined buildings and contents claim.

Definitions

Any of the words below which appear in bold throughout your policy booklet are defined as follows:

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

Bedroom
A room used as or originally built to be a bedroom.

Buildings
The structure of the **Home** described in the "Property Details" section of the **Statement of fact** as well as fixtures and fittings, garden walls, gates, hedges, fences, paths, drives, patios, oil and gas tanks permanently fixed, permanently fixed solar panels, permanent hot tubs, Jacuzzis or spas, permanent swimming pools built of brick, stone or concrete, **Outbuildings**, and hard tennis courts.

Business
Any employment, trade, profession or occupation.

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

Contents
Household goods, **High-risk property, Money, Personal belongings, Downloaded electronic data You** and **Your Family** own or are legally responsible for and use for private purposes. This does not include items held or used for **Business** purposes, other than the items included in the **Business equipment** definition.

Credit cards
Charge, cheque, credit, debit and cash cards held solely for private or domestic purposes.

This does not include charge, cheque, credit, debit and cash cards used or held for any **Business** purposes.

Domestic duties
Those duties relating to **Your Home** and gardens. **Domesc dues** does not include the duties of those who are employed to provide care for **You**.

Domestic employees
Any person working for **You** in connection with **Domesc dues** or incidental farming duties who is:

1. employed by **You** under a contract of service, or
2. self–employed and working on a labour only basis under **Your** control or supervision.

Downloaded electronic data
Non recoverable electronic data legally downloaded by **You** or **Your Family** from a legitimate worldwide website, which **You** or **Your Family** have purchased and hold a valid receipt for.

Endorsement
A change to the terms of **Your** policy as shown in **Your Schedule**.

Excess
The amount **You** must pay as the first part of each and every claim made as shown in **Your Schedule**.

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

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

High-risk property

Jewellery, precious stones, articles made from gold, silver and other precious metals, clocks, watches, furs, photographic equipment, binoculars, telescopes, musical instruments, pictures and other works of art, and collections of stamps, coins or medals. **We** regard pairs or sets of items as one item.

High-risk property Maximum claim limit

The most **The insurer** will pay for any one claim for **High-risk property** within the **Home** The amount varies and is shown on **Your Schedule**.

The limit applies within (not on top of) the **Maximum claim limit** for **Contents.**

Home

The property described in the "Property Details" section of the **Statement of fact,** together with its **Outbuildings**.

Important information

Information **You** have, or someone on **Your** behalf has, given **Us** as part of **Your** application, which **The insurer** uses to determine whether to offer **You** a policy. **You** must make sure that the information is accurate and complete to the best of **Your** knowledge. If anything changes during the course of **Your** policy and the information becomes out-of-date, **You** should tell **Us** as soon as the changes occur.

Incident

Any event which might lead to a claim.

Insured person

You, and any member of **Your Family** who permanently lives with **You**. Anyone claiming under this section must have **Your** agreement to claim.

Landslip

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

Maximum claim limit

The most **The insurer** will pay for any one claim under any section (or its extension). These amounts are shown in **Your Schedule.**

Money

Cash, cheques, postal and money orders, National Savings stamps and certificates, unused postage stamps, travellers' cheques, travel tickets, concert tickets, sports tickets, season tickets, gift cards, and luncheon vouchers held solely for private or domestic purposes. This does not include money held for any **Business** purposes.

Motor vehicles and craft

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

- Electrically assisted **Pedal Cycles** (EAPCs);
- Vehicles used only as domestic gardening equipment within the boundaries of the land belonging to **Your Home**;
- Vehicles designed to help disabled people (as long as the vehicles are not registered for road use) eg. Electric wheel chairs;
- Golf carts and trolleys;
- Remote-controlled toys and models.

Outbuildings

Sheds, greenhouses, summerhouses, garages and other **Buildings** which do not form part of the structure of the main building of the **Home** and are used solely for domestic and/or clerical **Business** purposes. (Clerical **Business** means computer work, emails, telephone calls and administration).

Unless **We** or **The insurer** agree otherwise as stated on **Your Statement of Fact, Outbuildings** do not include:

- any building which is not on a permanent foundation or base;
- tree houses, caravans, mobile homes or motor homes;
- any structure which is made of canvas, PVC or any other non-rigid material.
- any structure which is used for commercial purposes including long and short term letting.

Pedal Cycles
A bicycle whose motive power is provided solely by its rider or an electrically assisted pedal cycle (EAPC), which comply with the requirements specified in Regulation 4 of the Electrically Assisted Pedal Cycle Regulations 1983 and any subsequent amending legislation.

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

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

Schedule
The document which shows **Your** name and address, **The insurer**, the **Period of insurance**, the operative sections of this policy booklet, the premium **You** have to pay, the property which is insured, the **Maximum claim limits** and details of any extensions or **Endorsements**.

Settlement
The natural downward movement of new properties due to compression of the soil under their own weight within 10 years after they are built.

Statement of fact
A record of the **Important informaon** provided by **You**, which **The insurer** uses to determine whether to offer **You** a policy, the policy terms and conditions, and **Your** premium. This includes information given on **Your** behalf with **Your** consent.

Storm
A period of violent weather defined as:

- Wind speeds with gusts of at least 48 knots (55mph) - Equivalent to Storm Force 10 on the Beaufort Scale; or
- Snow to a depth of at least one foot (30cms) in 24 hours; or
- Hail of such intensity that it causes damage to hard surfaces or breaks glass.

Subsidence
Downward movement of the ground beneath **Your Buildings** other than by **Se lement**.

The European area
Europe, Madeira, the Canary and Mediterranean Islands.

The insurer/Their/They
The insurer and/or its Service Providers shown on **Your Schedule** as “Policy Underwriters.”

Unfurnished
A **Home** with not enough furniture to be fully lived in.

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

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

We, Our, Us
Intelligent Insurance.

You, Your
The person or people shown in **Your Schedule** as the Proposer and Joint Policyholder(s).

General Information

Terms & Conditions

This is **Your** Intelligent Insurance home insurance policy and it is an agreement between **You** and **The insurer/s** named on **Your Schedule**.

This policy is only valid if **You** pay the premiums and is based on the information **You** provided to **Us** and confirmed during the application process or subsequently, including acceptance of **Your** renewal. **Your** policy provides the cover for the **Period of insurance** shown in **Your Schedule** and **Statement of fact**. **You** must read these terms and conditions together with **Your Schedule** and any specifications or **Endorsements** as one contract.

Your Intelligent Insurance home insurance policy is evidence of the contract of insurance together with any subsequent addendums **You** are sent.

Contract of Insurance

The insurer agrees to insure **You** according to the terms and conditions contained in this policy booklet and the sections shown in the **Schedule** for loss, damage, injury or liability which happens during the **Period of insurance**.

Your Schedule tells **You** which sections of this policy booklet apply to **Your** Intelligent Insurance home insurance policy. Opposite each heading of cover in this policy booklet **You** will find some exceptions which tell **You** what is not covered under that heading. There are also some general exceptions shown under the General Exceptions section of this policy booklet which apply to the entire contract of insurance.

Protecting Sums Insured

The **Maximum claim limit** under the **Buildings** and **Contents** sections will not be reduced if **You** make a claim.

Risk Transfer – Money Held As An Agent Of An Insurer

Where **We** have agreed in writing with **The insurers** to receive money as **Their** agent, money received whether from **You** or from **The insurer** will be the property of **The insurer** whilst **We** hold it. So, if **You** pay a premium to **Us** it will be treated as having been received by **The insurer**, which means **You** cannot be asked to pay it again if **We** are unable to pay the premium to **The insurer**. Similarly, once **We** have received the premium **We** would be unable to return it to **You**, for example in the event of **The insurer** becoming insolvent. Also, if **The insurer** pays claims money or a return premium to **Us** for onward transmission to **You** and **We** do not pay **You**, then **The insurer** will still be liable to **You**. As **The insurer** bears the risk of such losses, this relationship is usually described as Risk Transfer.

If You Make A Claim

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

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

New For Old

We will settle claims for loss or damage to items which are beyond economic repair on a new for old basis as long as:

• the **Contents** have been maintained in good repair;

• the items being claimed for are within **Maximum claim limit** detailed in the **Schedule**.

Single Article Maximum claim limits

For the purpose of applying single article **Maximum claim limits**, **The insurer** regards each matching pair or set of **High-risk property** as a single item.

Matching Pairs and Sets

The insurer treats any individual items of a matching set or suite of furniture, sanitary ware or other bathroom fittings as a single item. **The insurers** will pay **You** the full replacement value for individual damaged items but will only pay up to 50% of the cost of replacing any undamaged matching item(s) or parts of matching items.

If a floor covering is damaged beyond repair **The insurer** will only pay the full replacement value to have the damaged floor covering replaced.

How To Make A Complaint

We do everything **We** can to provide **You** with a first-class service but sometimes things can go wrong.

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

Complaints Team
Intelligent Insurance,
4 Lakeside, Headlands Business Park,
Salisbury Road,
Ringwood, BH24 3PB
Telephone: 03333 11 11 10
E-mail: complaints@intelligentinsurance.co.uk

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

If **Your** policy is with Intelligent Insurance Complete Home and **You** are unhappy with the underwriting, please contact the Complaints Team at Intelligent Insurance as detailed above.

If **Your** insurer is a member of Lloyd's (refer to **Your** policy **Schedule**), and **You** are unhappy with the handling of **Your** complaint **You** can contact Lloyd's at any time as follows:

Complaints, Lloyd's, Fidentia House,
Walter Burke Way, Chatham Maritime,
Chatham, Kent, ME4 4RN
Telephone: 020 7327 5693
Fax: 020 7327 5225
E-mail: Complaints@Lloyds.com
Website: www.lloyds.com/complaints

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

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

Financial Ombudsman Service,
Insurance Division, Exchange Tower,
London E14 9SR
Telephone: 0800 023 4567
Fax: 020 7964 1004
E-mail: complaint.info@financial-ombudsman.org.uk
www.financial-ombudsman.org.uk

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

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

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

Financial Services Compensation Scheme

The insurer is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme in the unlikely event **The insurer** cannot meet **Their** obligations to **You**.

This depends on the type of insurance and the circumstances of the claim. Non-compulsory insurance is covered for 90% of the claim, with no upper limit. Further information about the compensation scheme arrangements is available at:

Financial Services Compensation Scheme
PO Box 300, Mitcheldean, GL17 1DY
Telephone: 0800 678 1100
Fax: 020 7892 7301
www.fscs.org.uk

Helpline Services

Legal Helpline

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

Simply telephone **0344 770 1040** and quote "Intelligent Insurance".

For **Your**, **Our** and **The insurer's** 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. **The insurer's** 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 www.arclegal.co.uk/carefirst where You will be required to enter a username of **10568** and password **intelligentinsurance**.

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 **The insurer** 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 **0333 234 3486** and quote **"Intelligent Insurance"**.

Policy Conditions

The cover set out in this policy booklet, unless stated otherwise, is subject to the Policy Conditions listed below:

1 Contract Of Insurance

You and **Your Family** must comply with the following conditions to have the full protection of **Your** home insurance policy. If **You** or **Your Family** do not comply with them, **We** or **The insurer/s** may at **Our** or **Their** option cancel the policy or refuse to deal with **Your** claim or reduce the amount of any claim payment.

This policy is a contract of insurance between **You** and **The insurer**. The following elements form the contract of insurance between **You** and **The insurer**, please read them and keep them safe:

- **Your** home insurance policy booklet;
- **Your Schedule**;
- Any **Endorsements** on **Your Schedule**;
- **Your Statement of fact**

In return for **Your** premium, **The insurer** will provide the cover shown on **Your Schedule** on the terms and conditions of this policy booklet during the **Period of insurance**. **Their** provision of insurance under this policy is conditional upon **You** observing and fulfilling the terms, provisions, conditions and clauses of this policy.

2a Changes in **Your** Circumstances

When **You** purchase, make changes to or renew **Your** policy **You** must ensure that the information shown on **Your Statement of fact** and **Your Schedule** is complete and accurate.
You must tell us as soon as possible about any of the following changes:

- Change of address;
- Structural alterations to **Your Home** (**You** must inform **Us** at least 21 days before any structural work starts);
- If **You** or **Your Family** intend to let or sub-let **Your Home**;
- If **You** or **Your Family** intend to use **Your Home** for any reason other than private residential purposes, or if its usage otherwise changes;
- The people shown on **Your Schedule**;
- If the **Maximum claim limits** are not adequate;
- **Your Home** will be left **Unoccupied**;
- If **You** or **Your Family** have received a police caution for or been convicted of or charged with any offence other than driving offences;
- If **You** or **Your Family** are declared bankrupt or have been subject to bankruptcy proceedings;
- If **You** or **Your Family** are given a County Court Judgement or an Individual Voluntary Arrangement.

If **You** don't notify **Us** of any of the above changes this will result in **Your** policy being cancelled or result in any relevant claims being reduced or refused.

If **You** do notify **Us** of any of the above changes and **You** are no longer eligible

for this policy **We** will cancel **Your** policy in accordance with **Our** cancellation conditions.

If **You** or **Your** representative has deliberately misrepresented any information given or deliberately or falsely overstated information given, The **insurer** may void **Your** policy, treating it as if it never existed, resulting in any relevant claims being reduced or refused. If **You** are in any doubt please ask **Us**.

2b Changes to **Our** Policy Terms

We or **The insurer** reserve the right to make changes to these policy terms and to change the premiums applicable for the following reasons:

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

If changes become necessary, they will be applied to all policies issued. **We** will not make changes which apply only to **Your** home insurance policy or to persons insured under **Your** policy alone. **We** will write to **You** with details at least 30 days before **We** or **The insurer** make any changes. **You** will then have the option to continue with, or to cancel, the policy. If **You** request to cancel the policy **We** will carry out **Your** request either from the date **We** receive **Your** letter or a phone call from **You** or from any later date **You** give to **Us**.

3. Administration Fee

Should **You** need to change **Your** policy or **Your** details or request duplicate documentation, there may be a number of different changes that will incur an administration fee as well as any additional premium. An administration fee may apply even though an amendment results in a return of premium to **You**.

For multiple changes the highest charge will apply. A full breakdown of **Our** fees, including the cost to arrange and administer **Your** policy can be found within **Your** Terms of Business document.

4. Precautions

You must take care:

- To keep **Your Home** in a good state of repair; and
- To avoid or limit any loss, damage, **Accident** or injury.

5. Cancelling The Policy

Statutory cancellation rights

You have a statutory right to cancel **Your** policy within the first 14 days of purchase or receipt of the policy documents, whichever is later. **We** will cancel the policy back to its start date, having the same effect as if **You** never had any cover or protection. Subject to the claims conditions below, **We** will refund the full premium to **You** less any applicable fees as detailed in **Your** Terms of Business document.

Cancellation in other circumstances

You can cancel **Your** policy at any time and maintain the time on cover since the start date. Subject to the claims conditions below, **We** will keep an amount of premium in proportion to the time **You** have been on cover and refund the rest to **You**, less any applicable fees as detailed in **Your** Terms of Business document.

Any premiums paid for additional covers including Home Emergency and Legal Protection will not be refunded.

Claims Conditions at Cancellation

If **You** have made or are in the process of making a claim or have suffered a loss for which **You** are intending to make a claim, no refund of premium will be due at cancellation.

If **You** pay by instalments **You** will either have to continue with the instalments until the policy renewal date, settle the instalments **You** owe for the remainder of the policy period or **The insurer** may, at **Their** discretion, take the outstanding instalments **You** still owe from any claim payment made.

How to cancel

To cancel **Your** policy, please call **Us** on 03333 11 11 10 or write to **Us** at:

Customer Services
Intelligent Insurance
4 Lakeside
Headlands Business Park
Salisbury Road
Ringwood, Hampshire
BH24 3PB

Our Cancellation Rights

We reserve the right to cancel or void **Your** policy where there is valid reason. If this occurs, **We** will provide 7 days' written notice by email or post. **We** will then cancel **Your** policy and subject to 'Claims Conditions at Cancellation' **We** will keep an amount of premium for **Your** time on cover. Any refund due from overpayment will be issued less applicable fees. **We** will retain or charge applicable fees as detailed in **Your** Terms of Business. In addition, **We** reserve the right to cancel the policy Immediately or void the policy (having the same effect as if **You** never had any cover in place) if:

- **You** don't pay **Your** insurance premium
- **We** discover that **You** have not disclosed **Important information** or have made a misrepresentation in respect of the **Important information** detailed on **Your Statement of fact**.
- There is the use of threatening or abusive behaviour or language, or inti midation of staff.
- **You** commit fraud or attempt to commit fraud in accordance with policy condition 7, where on cancellation no refund of premium will be due.

Non-payment of Direct Debit Instalments

If **You** pay for **Your** policy by monthly instalments through the Finance Provider and the Finance Provider has not been able to collect a monthly payment, the Finance Provider will contact **You** in writing and request the payment to be paid by specific date. If this payment is not received, they will let **Us** know. **We** will then write to **You** giving 7 days' notice to settle payment or **We** will cancel the policy as detailed under '**Our** Cancellation Rights'.

6. Other Insurances

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

7. Concealment or Fraud

Throughout **Your** dealings with **Us** and **The insurer**, **We** and **The insurer** expect **You**, or anyone acting for **You** to act honestly.

If **You** or anyone acting for **You**:

- Knowingly provides information to **Us** as part of **Your** application that is not true and complete to the best of **Your** knowledge and belief or
- Knowingly makes a fraudulent or exaggerated claim under the policy or
- Knowingly makes a false statement in support of a claim or
- Submits a knowingly false or forged document in support of a claim or
- Makes a claim for any loss or damage caused by **Your** wilful act or caused with **Your** agreement, knowledge or collusion

Then:

- **We** or **The insurer** may prosecute fraudulent claimants.

- **We** or **The insurer** may make the policy void from the date of the fraudulent act.
- **The insurer** will seek to recover any payments from **You** which **They** have already made in respect of the fraudulent claim.

  This action will not affect any previous claims unless the fraudulent act took place before any previous claims in which case the policy will be cancelled from the date of the fraudulent act and therefore no cover exists after this date and **The insurer** will seek to recover any payments from any previous claims which **They** paid **You** on or after the date of the fraudulent act.

8. How To Make A Claim

Naturally **We** and **The insurer** hope **You** won't have any accidents or misfortune, but if **You** do and wish to make a claim under this insurance please contact the claims team on the phone number shown on Your **Schedule** to report the **Incident** as soon as possible.

- Tell the Police within seven days of discovering the **Incident** if something is lost or if **You** suspect theft or malicious damage.
- Take all practical steps to get back any property which has been lost.
- If required, fill in the claim form and send it back, with everything **The insurer** has asked for, within 30 days of the **Incident**.
- To help prove **Your** claim, **The insurer** may require **You** to provide original purchase receipts, invoices, bank or **Credit card** statements, instruction booklets, photographs, utility bills, police report details, pre-purchase surveys or plans and deeds of **Your** property.
- To help assist in dealing with **Your** claim **The insurer** may require **You** to obtain estimates for the replacement or repair of damaged property; **They** will only ask for information relevant to **Your** claim and **They** will pay for any expenses **You** incur in providing **The insurer** with the above information as part of **Your** claim.
- As soon as possible send **The insurer** any written claim which is made against **You**, and give **The insurer** full details of any verbal claims made against **You**.

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

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

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

At the time of making a claim, **You** will be asked to provide:

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

Please have this information ready before **You** call.

9. How **We** use **Your** Data

Intelligent Insurance takes **Your** privacy seriously and is committed to providing **You** with a clear understanding of how **Your** personal data is used and secured, and what **Your** rights are.

This is a summary of how **Your** data will be used. For full details about how **We** use the information **We** collect from **You** and **Your** rights please view **Our** privacy notice at:
www.intelligentinsurance.co.uk/privacy

Intelligent Insurance is the data controller responsible for **Your** personal information. Where information is shared with a third party for the purposes of policy administration (claims processing, for example), **We** and the third party may be considered joint data controllers of **Your** personal information.

Information about **You** and **Your** insurance cover under this policy will be held by **Us** for the provision of insurance products and services, to process claims and renewals, to administer **Your** policy and **Our** business, to process complaints and to respond to any requests from **You**, subject to the provisions of applicable data protection law and in accordance with the assurances contained in **Our** privacy notice.

We collect and process these details as necessary for performance of **Our** contract of insurance with **You** or complying with **Our** legal obligations, or otherwise in **Our** legitimate interests in managing **Our** business and providing **Our** products and services.

These activities may include:

- Disclosure of information about **You** and **Your** insurance cover to third parties including underwriters, insurers, claims handlers and credit providers in order to administer and service **Your** insurance cover, to provide **You** with home emergency assistance, to provide legal assistance, for fraud prevention, to collect payments, and otherwise as required or permitted by applicable law;
- Use of special categories of personal data and sensitive information regarding criminal offences, including alleged offences, criminal proceedings, outcomes and sentences (previous criminal convictions, bankruptcies and other financial sanctions such as County Court Judgements), in order to provide the services described in this policy, By using **Our** services, **You** consent to **Us** using such information for these purposes;
- Monitoring and/or recording of **Your** telephone calls, online chat messages and emails in relation to cover for the purposes of record keeping, training and quality control;
- Disclosure of information about **You** to third party IT service providers for the purposes of communicating with **You**;
- Sending **You** feedback requests relating to **Our** services, and other customer care communications such as renewal reminder notices;
- Where **You** have provided consent, to send **You** details of promotions and other marketing materials relevant to **You**.

We will only use **Your** personal data for marketing purposes where **You** have provided explicit consent. **You** may withdraw **Your** consent to marketing at any time, or opt-out of feedback requests, by contacting the Data Protection Officer (see contact details below).

We carry out these activities within the UK and the European Economic Area, across which the data protection laws provide a consistent level of protection.

By purchasing a policy and using **Our** services, **You** acknowledge that **We** may use **Your** personal data, and consent to **Our** use of sensitive information, as described above. If **You** provide **Us** with details of other individuals, **You** agree to inform them of **Our** use of their data as described here and in our privacy notice.

You are entitled to request a copy of the information **We** hold about **You**, and **You** have other rights in relation to how **We** use **Your** data as set out in **Our** privacy notice.

If **You** want to know what information **We** hold about **You**, or have other requests or concerns relating to **Our** use of **Your** data, please write to **Us** using the details below.

The Data Protec on Officer
Intelligent Insurance
4 Lakeside
Headlands Business Park
Salisbury Road, Ringwood,
Hampshire, BH24 3PB

Email:
dataprotection@intelligentinsurance.co.uk

Telephone:
03333 11 11 10

Credit checks

As part of the process of offering **You** a quote for insurance, **We**, **The insurer** and other firms involved in arranging **Your** insurance (for example, other intermediaries or premium finance companies) may use Credit Reference Agencies (CRA) to search for information about **You** including Electoral Register and credit information. The information is used to ascertain the most appropriate payment options for **You** and to help prevent fraud.

This kind of search will not be seen or used by other financial institutions or lenders to assess **Your** ability to obtain credit. If **You** have chosen to pay **Your** premium by Direct Debit, a search via a Credit Reference Agency (CRA) will have been carried out. This will place a search footprint on **Your** credit file that may be seen by other financial institutions and lenders.

10. Full Value

Maximum claim limits

a) The value of **Your Contents**.

You must notify **Us** as soon as possible if the full replacement value of **Your Contents** exceeds the amount shown in **Your Schedule.**

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

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

If the full replacement value of **Your Contents** exceeds the amount shown in **Your Schedule** the cover under the policy will no longer

meet **Your** needs.

b) The value of **Your Buildings**.

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

If the amount shown on **Your Schedule** represents less than 100% of the full rebuilding cost of **Your Buildings**, **The insurer** will only be able to settle claims at the percentage **You** are insured for.

For example, if the value of **Your Buildings** shown on **Your Schedule** only represents 70% of the full rebuilding cost then **The insurer** will not pay more than 70% of **Your** claim.

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

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

11. Customers With Disabilities

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

12. Let, Lent Or Sub-Let Properties

If the property is let, lent or sub-let, **You** must:

- Tell **Us** as soon as possible if there is a break in the tenancy agreement of more than 30 days.
- Tell **Us** as soon as possible if the type of tenant changes from that noted on the **Statement of fact**.
- Comply with any local authority regulations or statutory conditions regarding the letting of the property.
- Ensure that all gas appliances fitted at the property are serviced by a GAS Safe Register registered individual within 15 days of the start of the insurance or not more than 12 months from the date they were last serviced, whichever is sooner.
- Comply with the Electrical equipment (Safety) Regulations 1994.
- Comply with the Furniture and Furnishings (fire safety) Regulations (as amended in 1993).

In addition:

- **You** must ensure there is a tenancy agreement of 6 months or more remaining on the existing tenancy agreement, or;
- The property must have been occupied for 12 months or more by the same tenant(s) with no gap between the tenancy agreements.

If you require a tenant reference, this must be available to **The insurer**.

If these conditions cannot be met, please refer to the paragraph starting “When **We** are notified of a change” under policy condition 2a.

13. Guaranteed Repairs

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

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

14. Fraud Prevention And Detection

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

- Share information about **You** with other organisations including the Police.
- Undertake credit searches.
- Check and/or share **Your** details with fraud prevention and detection

agencies and its members. If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies and its members. Law enforcement agencies may access and use this information. **We**, **The insurer** and other organisations may access and use information recorded by fraud prevention agencies in order to:

- Check details on applications for credit and credit-related or other facilities.
- Manage credit and credit related accounts or facilities.
- Recover debt and trace beneficiaries.
- Check details on applications and claims for all types of insurance.
- Check details of job applicants and employees.

Please contact **Us** on the number shown in **Your** policy documentation if **You** wish to receive details of the fraud prevention agencies. These agencies may charge a fee.

15. Contractual Right Of Renewal

We have the right to automatically renew **Your** policy each year and will continue to collect premiums using this method. **We** may use previous bank or card details provided to **Us** by **You** in order to facilitate this approach. By providing these details, **You** consent to their use in this manner. **We** may vary the terms and conditions of the policy (including the premium) at renewal. This includes the period from when **We** have issued renewal paperwork, but is before **Your** renewal date. For example if there is a change in **Your** circumstances after **We** have issued **Your** renewal paperwork that **We** are subsequently made aware of, or if **You** have submitted a claim in this period, but **Your** policy has not renewed yet, this may result in the terms or conditions of **Your** policy being amended, the renewal invitation being withdrawn or potentially an additional premium being charged. This includes where **You** have already paid **Your** premium before **Your** renewal date. If **You** decide that **You** do not want **Us** to renew the policy, as long as **You** tell **Us** before the renewal date, **We** will not renew it. Depending on when you tell **Us**, **Your** payment could still be taken if it is close to the renewal date. Any monies taken will be refunded.

Our right to renew the policy does not affect **Your** cancellation rights shown within this policy booklet.

16. Legal Jurisdiction

The law of England and Wales will apply to this policy unless:

(a) **You** and **We** and **The insurer** agree otherwise; or

(b) at the date of the contract, **You** are a resident of Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply. Unless agreed otherwise, **We** and **The insurer** will communicate to **You** in English.

17. Lapsed Policy Warning

In some situations (for example, if **You** live in an area likely to flood) if **You** decide not to renew **Your** policy with **Us**, **You** may find it difficult to arrange alternative cover or start a new policy with **Us** at a later date. To avoid any breaks in **Your** cover, **You** should make sure **Your** new insurance application has been accepted before **Your** current policy expires.

General Exceptions

This policy, unless stated otherwise, is subject to the general conditions as listed below: (for sections 1-5 inclusive, please also refer to the additional general exceptions as listed in sections 1-5).

The policy does not cover:

(a) Radioactivity

Loss, damage or liability which involves:

i. ionising radiation or radioactive contamination from nuclear fuel or nuclear waste; or

ii. the radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment.

(b) Sonic Bangs

Loss of or damage to property caused by pressure waves from aircraft travelling at or above the speed of sound.

(c) War

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.

(d) Terrorism

Any loss, damage, liability, cost or expenses of whatsoever nature directly or indirectly caused by or happening through or in connection with any act of terrorism. For the purpose of this exclusion 'terrorism' means the use of biological, chemical and/or nuclear force or contamination and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) government(s) committed for political, religious, ideological or similar purposes, including the intention to influence any government and/or to put the public in fear.

(e) Riot/or civil commotion

Any loss, damage or liability caused by or happening through riot or civil commotion outside the United Kingdom.

(f) Sanctions

Any benefit under this policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose **Us** or **The insurer,** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, United Kingdom or United States of America.

(g) Pollution or Contamination

Pollution or contamination unless it is:

i. the result of leakage of oil from a domestic installation at the **Home**.

ii. caused by a sudden, identified, unexpected and unforeseen **Accident** which happens in its entirety at a specific moment of time during the **Period of insurance** within the boundary of the **Home** and is reported to **Us** not later than thirty days from the end of the **Period of insurance** in which case all such pollution and/or contamination arising from such **Accident** shall be deemed to have happened at the time of such **Accident**.

(h) Gradual deterioration/maintenance
Any loss or damage caused by wear and tear, depreciation, the effects of light or the atmosphere, mould, dry or wet rot or fungus and costs that arise from the normal use, maintenance and upkeep of **Your Buildings** and its **Contents**.

(i) Cyber
The insurer will not pay for:
i. Loss, damage, liability, cost, or expense caused deliberately or accidentally by:
• the use of or inability to use any application, software, or programme;
• any computer virus
• any computer related hoax relating to the points above.
ii. Loss or damage to any electronic data (for example, files or images) wherever it is stored.
For the purpose of this exclusion "computer virus" means a corrupting instruction from an unauthorised source that introduces itself through a computer system or network, being a program code, programming instruction or any set of instructions intentionally constructed with the ability to damage, interfere with, or otherwise adversely affect computer programs, data files or operations whether involving self-replication or not.
The definition of virus or similar mechanism includes but is not limited to Trojan horses, worms, and logic bombs.

(j) 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.

(k) Jurisdiction
Any damages and costs awarded against **You** in any court outside UK, Northern Ireland, Isle of Man and the Channel Islands.

(l) Loss of value and depreciation
Loss of value and depreciation resulting from the repair or replacement of lost or damaged property.

(m)Dishonest/wilful/deliberate acts
Loss or damage caused by dishonest, criminal, wilful or deliberate acts by **You** or any member of **Your Family**.

(n) Existing damage
Any loss, damage, injury or **Accident** occurring before cover commences.

(o) Confiscated items
Any loss or damage caused by:
i. Customs, Police or other officials;
ii. An order of any court of law;
iii. Any statutory or regulatory authority; confiscating an item.

(p) Infectious or Contagious Disease
The insurer will not pay for loss, damage, liability, cost, or expense in any way caused by or resulting from:
• infectious or contagious disease;
• any fear or threat of infectious or contagious disease; or
•any action taken to minimise or prevent the impact of infectious or contagious disease
For the purpose of this exclusion "infectious or contagious disease" means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

Buildings Insurance

What **Your Buildings** Are Insured For – Section 1

The cover in this section only applies when shown in **Your Schedule**

Buildings

- The most **The insurer** will pay for any loss or damage to the **Buildings** in any period of insurance is the **Maximum claim limit** for this section as shown on **Your Schedule.**
- The most **The insurer** will pay for any loss or damage to **Outbuildings** in any period of insurance is the **Maximum claim limit** for this section as shown on **Your Schedule.**

What Is Insured

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

1 Fire, smoke (not arising from things that happen gradually), explosion, lightning or earthquake.

2 Riot, civil commotion and labour or political disturbances and strikes.

3 Malicious damage.

4 The **Buildings** being hit by:
- aircraft or other flying devices, or anything dropped from them; or
- vehicles or trains; or
- falling aerials or masts; or
- falling trees or branches; or
- animals.

What Is Not Insured

Please read this section together with the General Exceptions on pages 20 to 21

The **Excess** as stated in this section of **Your Schedule**

1 Scorching, singeing or melting.

2 Loss or damage not reported to the Police within seven days of discovery of the loss or damage.

3 Loss or damage not reported to the Police within seven days of discovery of the loss or damage.
Loss or damage caused;
i. by **You** or **Your Family** or any person **You** or **Your Family** have allowed into **Your Home**
ii. when **Your Home** is **Unoccupied** or **Unfurnished**.

4 The cost of cutting down all or part of a fallen tree and taking it away, unless the fallen tree has also damaged the **Buildings**.
Damage to hedges.
Damage arising from cutting down all or part of a tree.

What Is Insured	What Is Not Insured
5 **Storm**, flood or weight of snow.	5 Damage by **Storm** to radio or television aerials or satellite dishes. Damage to gates, hedges, fences or swimming pool covers. Damage caused by **Subsidence**, ground **Heave** or **Landslip** (such damage is covered under peril 6).
6 **Subsidence** or ground **Heave** of the site the **Buildings** stand on, or **Landslip**.	6 Loss or damage caused by compaction of infill or **Se lement**, shrinkage or expansion of the building. Damage caused to the **Buildings** or their foundations by **Se lement**, unless the **Se lement** is caused by **Subsidence** of the site on which the **Buildings** stand. Damage caused by coastal or river erosion. Loss or damage caused by frost. Damage to or as a result of movement of solid floor slabs and non load bearing walls, unless the foundations beneath the external walls of the **Home** are damaged at the same time by the same cause. Damage to boundary and garden walls, gates, hedges, fences, paths, drives, patios, decking, terraces, oil and gas tanks permanently fixed, solar panels permanently fixed, swimming pools, fixed hot tubs, Jacuzzis, spas, ornamental pools, or tennis courts, unless the main building is damaged at the same time. Loss or damage arising from defective design, defective materials or faulty workmanship. Any loss or damage where compensation is provided under another contract or by law. Loss of market value after repairs. Damage arising from construction, structural alteration, repair or demolition. Sulphate reacting with any materials from which any part of the **Buildings** is

What Is Insured	What Is Not Insured
	constructed. Loss or damage caused by foundations that do not meet the building regulations at the time of construction Loss or damage caused by foundations that did not meet the NHBC guidelines at the time of construction
7 Sudden and unexpected escape of water from or freezing in any fixed domestic water or drainage installation, heating installation, washing machine, dishwasher, fridge or freezer.	**7** Loss or damage when **Your Home** is **Unoccupied** or **Unfurnished**. Damage to the pipework or other parts of the water or heating system. Loss or damage arising from leaks from swimming pools, fixed hot tubs, fixed Jacuzzis or fixed spas. Loss or damage caused by a lack of or failure of sealant or grout. Damage caused by **Subsidence**, **Landslip** and **Heave**. Damage caused by sinks, bidets, showers and baths overflowing as a result of the taps being left on. (This exclusion does not apply if **You** have chosen **Accidental** Damage cover, Section 1a.) Damage that would have not have arisen had there not been a failure to deal with existing damage which a reasonable person should have noticed and where there has been an unreasonable delay in starting repairs.
8 Theft or attempted theft.	**8** Loss or damage by **You** or any member of **Your Family** or paying guests. When **Your Home** is **Unoccupied** or **Unfurnished**. Losses not reported to the Police within seven days of discovery of the loss or damage

What Is Insured

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

10 Professional fees and debris clearance
Necessary and expenses for rebuilding or repairing the **Buildings** as a result of damage insured under this section including the following:

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

The most **The insurer** will pay under this section is the amount shown in **Your Schedule**.

What Is Not Insured

9 Things that happen gradually.
Loss or damage when **Your Home** is **Unoccupied** or **Unfurnished**.
The cost of removing and replacing any part of **Your** building necessary to find and repair the source of the leak and making good.

10 The cost of preparing a claim.
Any amount above the **Maximum claim limit** under this section.

What Is Insured	What Is Not Insured
11 Alternative accommodation and/or loss of rent Rent **You** would have received or are responsible for paying while the **Buildings** cannot be lived in because of damage insured by this section. **The insurer** will also pay the costs of necessary comparable alternative accommodation, for **You**, **Your Family** and **Your** domestic pets if the **Buildings** cannot be lived in because of damage insured by this section. The most **The insurer** will pay in any one **Period of insurance** is the amount shown in **Your Schedule.**	**11** No additional exclusions.
12 Exchanged contracts If **You** have exchanged contracts to sell **Your Home**, **The insurer** will give the buyer the benefit of the insurance under this section until the sale is completed, unless the buyer has insurance cover elsewhere.	**12** No additional exclusions.
13 Emergency Services **The insurer** will pay for loss of or damage to **Your Home** and landscaped gardens cause by an emergency service getting into **Your Home** as a direct result of a medical emergency involving **You** or **Your Family**.	**13** No additional exclusions.
14 Replacement locks and keys **The insurer** will pay the cost of replacing keys and/or installing locks on outside doors if **Your** keys have been lost or damaged by the risks insured under this section. The most **The insurer** will pay in any **Period of insurance** is the amount shown in **Your Schedule**.	**14** The cost of replacing keys and locks to garages or **Outbuilding**s. **Please note:** If **You** insure the **Buildings** and **Contents** under this policy and make a claim to replace locks and keys **You** can only receive a payment under either the **Buildings** or **Contents** section of cover. It is not possible to make a claim under **Buildings** and **Contents** for the same event.

What Is Insured

15 Changing Address

If **You** move to another **Home**, **The insurer** will cover **Your** original **Home** while **You** are offering it for sale provided the new **Home** is already covered on this policy. **The insurer** will cover it for a period of up to 90 days after **You** move, subject to the payment of an additional premium.

If **Your** original **Home** is **Unoccupied** **You** must do the following:

- Tell **Us** that the **Buildings** are **Unoccupied**.
- Turn off the heating systems and turn off and drain the water system unless the main stopcock to the **Home** is turned off.
- Arrange for the inside of the **Buildings** to be checked at least once a week, so that any loss or damage can be notified to **The insurer** upon discovery.
- Tell **Us** if the **Buildings** are not sold after 90 days, and if **We** and **The insurer** agree to continue cover, pay **Us** any extra premium **We** or **The insurer** may ask for so **The insurer** can continue to cover **Your** original **Home**.

16 Trace and Access

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

The most **The insurer** will pay is the amount shown in **Your Schedule** for any one event resulting from the cost of tracking and tracing the problem and for any other associated costs for remedial works to make good any damage caused by tracking and tracing the problem.

What Is Not Insured

15 No additional exclusions.

16 More than the amount stated on **Your Schedule**.

Loss or damage whilst the **Home** is **Unoccupied** or **Unfurnished**;

Loss or damage caused by **Subsidence**, **Landslip** or **Heave**.

The cost of repair of the source of the damage unless the cause is covered elsewhere in this policy.

Buildings Insurance

Optional Extra Cover

Your Accidental Damage – Section 1a

The cover in this section only applies when shown in **Your Schedule**

The most **The insurer** will pay is the **Maximum claim limit** under the **Buildings** section.

What Is Insured

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

1 **Accidental** Damage to **Your Buildings**.

What Is Not Insured

Please read this section together with the General Exceptions on pages 20 to 21

The **Excess** as stated in this section of **Your Schedule**.

1 Any risk specifically covered under the main **Buildings** section, section 1.

The cost of replacing undamaged items.

Any costs arising from clearance of a blockage not directly resulting from a breakage of pipes.

Any loss or damage caused by wear and tear, depreciation, **Vermin**, the effects of light or the atmosphere, mould, dry or wet rot or fungus.

Costs that arise from the normal use, maintenance and upkeep of **Your Buildings**.

Damage caused to or by any part of the **Buildings** moving, settling or shrinking.

Damage caused by demolition of or structural alteration or repairs to the **Buildings**.

Electrical or mechanical breakdown.

Damage caused by frost.

Loss or damage arising from defective design, defective materials or faulty workmanship.

Damage caused by lack of maintenance.

What Is Insured	What Is Not Insured
	Damage when **Your Home** is **Unoccupied** or **Unfurnished**. Damage that would not have arisen had there not been a failure to deal with existing damage which should have been noticed and where there has been an unreasonable delay in starting repairs. Damage caused by domestic animals, birds or pets as a result of biting, chewing, scratching, tearing or fouling. Damage caused by the effects of chemicals.
2 **Accidental** damage to the fabric of cable, underground pipes and drains (and their inspection covers) serving **Your Home** and for which **You** are responsible. (Including the cost of breaking into (and repairing) an underground pipe to clear a blockage between the main sewer and the **Home** if this is necessary because normal methods of releasing the blockage are unsuccessful).	**2** The cost of replacing undamaged items. Any costs arising from clearance of a blockage not directly resulting from a breakage of the pipe. Natural failure, wear and tear of drains.

Contents Insurance

What **Your Contents** are insured for- Section 2

The cover in this section only applies when shown in **Your Schedule**

Your and **Your Family**'s **Contents** are covered when they are:

- in the **Home**;
- outside but within the boundary of the **Home**;
- in a building within the boundary of the **Home** with an open front or side, such as a carport.

The Most **The insurer** Will Pay (**Maximum claim limit**)

The **Contents** are covered up to the **Maximum claim limit** shown on **Your Schedule**. Where there are limits to the maximum amounts payable for a category, section, single item or claim type, these will be clearly listed on **Your Schedule** under specific "**Maximum claim limits**".

Please note these limits are within, and not in addition to, the **Maximum claim limit** for the **Contents** section.

General Exceptions to **Contents**- Section 2

- The **Excess** as stated in this section of **Your Schedule**.
- Anything insured under another policy or more specifically insured elsewhere in this policy.
- **Business equipment** unless stated in this section of **Your Schedule**.
- Any part of the structure of the **Buildings**, unless **You** are a tenant and responsible for fixtures and fittings.
- Any **Motor vehicle or craft**, or caravan, or any accessories or contents in them or attached to them.
- Animals.
- Any item taken out of **Your Home** to sell or exhibit or to be kept in a storage facility. A storage facility is a commercial warehouse which protects the items stored from theft, damage or weather conditions.
- **Pedal Cycles** are not covered by the **Contents** insurance section, **You** will need to add the optional pedal cycle cover.

What Is Insured

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

1 Fire or smoke (not arising from things that happen gradually), explosion, lightning or earthquake.

2 Riot, civil commotion and labour or political disturbances and strikes.

3 Malicious damage.

4 **Your Home** being hit by:
- aircraft or other flying devices, or anything dropped from them; or
- vehicles or trains; or
- falling aerials or masts; or
- falling trees or branches; or
- animals.

5 **Storm**, flood or weight of snow.

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

What Is Not Insured

See also the General Exceptions shown on pages 20 to 21

1 Scorching, singeing or melting.

2 Losses not reported to the Police within seven days of discovery of the loss or damage.

3 Loss or damage caused:
- by **You** or **Your Family** or any person **You** or **Your Family** have allowed into **Your Home**
- when **Your Home** is **Unoccupied** or **Unfurnished**.

Losses not reported to the Police within seven days of discovery of the loss or damage.

4 Damage caused by domestic animals, birds or pets as a result of biting, chewing, scratching, tearing or fouling.

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

Damage arising from cutting down all or part of a tree.

5 Loss or damage to property outside **Your Home**.

Damage during renovation.

6 Loss or damage resulting from coastal or river bank erosion.

Loss or damage caused by compaction of infill or **Se lement**, shrinkage or expansion of the Building.

Loss or damage arising from defective design, defective materials or faulty workmanship.

Damage arising from structural alteration, repair or demolition.

Loss or damage to freestanding hot tubs, Jacuzzis or spas unless the main Building is damaged at the same time.

What Is Insured	What Is Not Insured
7 Sudden and unexpected escape of water from any fixed domestic water,drainage or heating system, washing machine, dishwasher, fridge or freezer.	7 Damage to the fixed domestic water, drainage or heating system itself. Loss or Damage when **Your Home** is **Unoccupied** or **Unfurnished**. Loss or damage arising from leaks from swimming pools, fixed hot tubs, fixed Jacuzzis or fixed spas. Loss or damage caused by a lack of or failure of sealant or grout. Damage caused by **subsidence**, **landslip** and **heave.** The cost of removing and replacing any part of **Your Buildings** necessary to find and repair the source of the leak and making good. Damage caused by sinks, bidets, showers and baths overflowing as a result of the taps being left on. (This exclusion does not apply if **You** have chosen **Accidental** Damage cover, Section 2a.) Damage that would not have arisen had there not been a failure to deal with existing damage which a reasonable person should have noticed and where there has been an unreasonable delay in starting repairs.
8 Theft or attempted theft from the **Home**	8 Theft or attempted theft; • resulting in loss or damage caused by deception. Unless entry to the **Home** is gained by a person or persons falsely claiming to be an official. • by **You** or any member of **Your Family**, lodgers, paying guests, tenants or **Domes c employees**; • when **Your Home** is **Unoccupied** or **Unfurnished**; or • when **Your Home** or any part of it is let or sublet to or occupied by someone who is not a member of **Your Family,** unless there has been forcible and violent entry to or exit from the **Home**. • from **Outbuildings** unless there has been forcible and violent entry to

What Is Insured	What Is Not Insured
	or exit from the **Outbuilding**. • losses not reported to the police within seven days of discovery of the loss or damage
9 Escape of oil from a fixed, domestic, oil-fired heating system, including smoke or smudge damage caused by evaporation from a faulty oilfired heating system.	9 Loss or damage when **Your Home** is **Unoccupied** or **Unfurnished**. The cost of removing and replacing any part of **Your Buildings** necessary to find and repair the source of the leak and making good. Damage that would not have arisen had there not been a failure to deal with existing damage which a reasonable person should have noticed and where there has been unreasonable delay in starting repairs
10 **Accidental** loss of metered water or of oil in domestic heating systems. The most **The insurer** will pay for any one claim is the amount shown in **Your Schedule**.	10 No additional exclusions.
11 Damage to food in any refrigerator or deep freezer caused by: • a rise or fall in temperature; or • contamination by refrigerant or refrigerant fumes. The most **The insurer** will pay for any one claim is the amount shown in **Your Schedule**.	11 Damage caused by **Your** power supply being deliberately cut off by the supply company. Damage caused by a strike, lock-out or an industrial dispute. Damage caused by something **You** or **Your Family** do deliberately. Food beyond the date it can be safely eaten. Loss of or damage to food held or used for **Business** purposes.

What Is Insured	What Is Not Insured
In addition **You** are covered for the following:	
12 Alternative accommodation and tenant's rent liability. If **You** cannot live in **Your Home** because of damage insured under this section: • **The insurer** will pay the cost of necessary comparable alternative accommodation for **You**, **Your Family** and domestic pets until **You** can live in **Your Home** again; and • if **You** are a tenant, **The insurer** will either pay any rent that **You** have to pay while **You** are not living in **Your Home** or pay the cost of necessary comparable alternative accomodation for **You**, **Your Family** and domestic pets until **You** can live in **Your Home** again. The most **The insurer** will pay in any **Period of insurance** is the amount shown in **Your Schedule** under this section.	**12** No additional exclusions.
13 Replacement locks and keys **The insurer** will pay the cost of replacing keys and installing locks on outside doors if **Your** keys have been lost or damaged by the risks insured under this section. The most **The insurer** will pay in any **Period of insurance** is the amount shown in **Your Schedule**.	**13** The cost of replacing keys and locks to garages or **Outbuildings**.
	Please note: If **You** insure the **Buildings** and **Contents** under this policy and make a claim to replace locks and keys **You** can only receive a payment under either the **Buildings** or **Contents** section of cover. It is not possible to make a claim under **Buildings** and **Contents** for the same event.

What Is Insured	What Is Not Insured
14 **Contents** in transit If **Your Contents** are professionally packed and transported **The insurer** will insure **You** against loss or damage to the **Contents** while they are: • being transported anywhere in the UK between **Your** old address and **Your** new address; • on their way to and from the furniture depository, and • being loaded or unloaded.	**14** Breakage of glass or other fragile items. Property in storage. Loss or damage caused by mechanical, electrical or electronic fault or breakdown.
15 Changing Address If **You** are moving to a new **Home** in the United Kingdom, the Channel Islands or the Isle of Man and ask **Us** to insure **Your Contents**, **The insurer** may be able to arrange for this policy to cover **Your Contents** at **Your** new address. All policy conditions, including those relating to security devices which **You** must have or which **We** give **You** a premium discount for, will continue to apply unless **We** agree otherwise in writing. **You** may have to pay an extra premium to transfer **Your Contents** cover to a new address.	**15** No additional exclusions.
16 Death benefit **The insurer** will pay if **You** or any member of **Your Family** is killed as a result of a fire or assault in **Your Home**, as long as the death happens within 12 months of the event. The most **The insurer** will pay in any **Period of insurance** is the amount shown in **Your Schedule**.	**16** No additional exclusions.

What Is Insured	What Is Not Insured
17 Damage as a tenant If **You** are a tenant of **Your Home** **The insurer** will pay for loss of or damage to interior decorations and **Your** home improvements caused by the perils listed in this section. The most **The insurer** will pay in any **Period of insurance** is the amount shown in the **Schedule**.	**17** No additional exclusions.
18 Special Events The **Maximum claim limit** under this section is automatically increased by the amount shown in **Your Schedule** for one month before and the month after **You**, or any member of **Your Family**'s special event to cover gifts, extra food and drink and the cost of extra items bought specifically for the event.	**18** No additional exclusions.
19 Broadband/Internet loss of use. **The insurer** will pay the cost of **Your** monthly service charge for broadband or internet access loss of use arising from an insured event.	**19** Broadband/internet loss of use for less than 30 consecutive days.
20 Contents at University The **Contents** belonging to a member of **Your Family** in full time education are covered whilst they are living and studying anywhere within the United Kingdom against loss or damage covered by section 2: **Contents**, perils 1 – 9. The most **The insurer** will pay for any one claim and for any one item, pair or set are the amounts shown in **Your Schedule**.	**20** Loss or damage; • to **Money** & **Credit cards**, **High risk property**. • caused by theft or attempted theft unless there has been forced and violent entry into or exit out of the building. • excluded under perils 1 to 9.

What Is Insured	What Is Not Insured
21 Guests' **Contents** **The insurer** will pay for **Contents** belonging to **Your** guests or visitors whilst in **Your Home** if they are lost or damaged as a result of perils 1 to 9 of this section, if they are not insured under any other policy. The most **The insurer** will pay for any one claim is the amount shown in **Your Schedule**.	**21** Any loss or damage excluded under perils 1 to 9. Loss or damage that is insured under another policy.
22 Shopping in Transit **The insurer** will pay for loss of or damage to **Contents** while **You** are bringing them to **Your Home** from the shop where **You** bought them. The most **The insurer** will pay for any one claim is the amount shown in **Your Schedule.**	**22** Loss or damage to **Money**. Theft from an unattended motor vehicle. Any loss or damage excluded under perils 1 to 9.
23 Medical Equipment on loan **The insurer** will pay for loss or damage as a result of perils 1 to 9 of this section, to specialist medical equipment that has been loaned to **You** or **Your Family**, by a hospital or a registered charity and for which **You** or **Your Family** has been made responsible. The most **The insurer** will pay for any one claim is the amount shown in **Your Schedule**.	**23** Any loss or damage excluded under perils 1 to 9. Loss or damage that is insured under another policy.
24 Jury Service **The insurer** will pay for loss of earnings and other expenses if **You** have to attend jury service. The most **The insurer** will pay for any one claim is the amount shown in **Your Schedule**.	**24** Any amount that **You** can claim back elsewhere.

What Is Insured	What Is Not Insured
25 Emergency Services **The insurer** will pay for loss of or damage to **Your Contents** caused by an emergency service getting into **Your Home** as a direct result of a medical emergency involving **You** or **Your Family**.	**25** No additional exclusions.
26 Electronic Data **The insurer** will pay for the cost of replacing legally **Downloaded electronic data** where such costs are incurred by **You**. The most **The insurer** will pay for any one claim is the amount shown in **Your Schedule**.	**26** Any costs incurred where copies are available on other electronic or computer devices owned by **You** or **Your Family.**
27 Contents temporarily away from **Your Home** **The insurer** will pay for loss or damage by any of the events insured under Perils 1 to 9 in Section 2 – **Contents** while **Your Contents** are temporarily away from **Your Home** for up to a maximum of 90 consecutive days.	**27 Contents** outside**The European area** Theft unless force and violence was used to get in or out. **Contents** temporarily away from **Your Home** unless they are: • in any occupied private dwelling • in any building where **You** are living or working • in any building for valuation, cleaning or repair • in any bank or safe deposit.

Contents Insurance

Optional Extra Cover

Your Accidental Damage Cover – Section 2a

The cover in this section only applies when shown in **Your Schedule**

The Most **The insurer** Will Pay

The **Contents** are covered up to the **Maximum claim limit** which applies to this section, depending on the following limits;

- **High-risk property** is covered up to the limit shown in the **Schedule**, and within the **Contents Maximum Claim Limit** shown in **Your Schedule** The most **The insurer** will pay for any one item is £2,000 unless a different amount is specified in **Your Schedule.**
- If applicable, **Business equipment** is covered up to the **Business equipment Maximum claim limit** shown in the **Schedule**. But the most **The insurer** will pay for any one item is £2,000 unless a different amount is specified in **Your Schedule**.
- The most **The insurer** will pay for any one claim for loss of or damage to **Money** is the amount shown in **Your Schedule**. The most **The insurer** will pay for any one claim for loss of or damage to deeds and documents is the amount shown in **Your Schedule**.
- The most **The insurer** will pay for any one claim and the most **The insurer** will pay for any one item for property outside but within the boundary of the **Home** or in a building that is open at the side or front (such as a carport) are the amounts shown in **Your Schedule.**
- For hot tubs, Jacuzzis and spas the most **The insurer** will pay is the amount shown in **Your Schedule**.

What Is Insured

1 **Accidental** loss or **Accidental** damage

Your and **Your Family**'s **Contents** are insured while they are:

- in the **Home**;
- outside, but within the boundary of the **Home**; or
- in a building, within the boundary of the **Home**, with an open front or open side such as a carport.

What Is Not Insured

1 Any risk specifically covered under the **Contents** section.

Damage to clothing, including furs.

Damage to contact or corneal lenses

Damage from wear and tear or depreciation.

Damage caused by rot, fungus, moths, **Vermin**, parasites, atmospheric conditions, or light.

Electrical or mechanical breakdown

Damage caused by cleaning, washing, dyeing, restoring, reproofing, adjusting, maintaining, repairing or misusing the item.

Damage that happens when any part of **Your Home** is lent, let or sublet.

Damage caused by **Your** lodgers, paying guests or tenants.

Damage caused by domestic animals, birds or pets as a result of biting, chewing, scratching, tearing or fouling.

Damage to food, drink and plants.

Damage caused by faulty workmanship or design.

Loss or damage caused by rain or water entering the **Home** as a result of faulty workmanship, poor maintenance or wear and tear.

Damage caused by something **You** or **Your Family** do deliberately.

Damage to computers or computer equipment by:

i. erasure or distortion of data.
ii. **Accidental** erasure or mislaying or misfiling of documents or records.
iii. viruses.
iv. contamination.

Loss or damage whilst **Your Home** is **Unoccupied** or **Unfurnished**.

Things that happen gradually.

Damage to records, compact discs, video recording equipment and DVDs. Loss arising from the cost of remaking any film, disc or tape, or the value of any information contained on equipment and DVDs.

Contents Insurance

Optional Extra Cover

Your Personal belongings Cover – Section 2b

The cover in this section only applies when shown in **Your Schedule**

The Most **The insurer** Will Pay

- For **Personal belongings**, the most **The insurer** will pay for any one claim is the amount shown in **Your Schedule**
- For **Money** and **Credit cards**, the most **The insurer** will pay for any one claim is the amount shown in **Your Schedule**
- For any single item, the most **The insurer** will pay for any one claim is the amount shown in **Your Schedule** (a pair or set of items is regarded as a single item, a bag of golf clubs, whether or not by the same manufacturer, is regarded as a set).
- For theft from an unattended motor vehicle, the most **The insurer** will pay for any one claim is the amount shown in **Your Schedule**.

What Is Insured

1 Loss of or damage to **Your** or **Your Family**'s **Personal belongings**, **Money** and **Credit cards** in **The European area**, or anywhere else in the world for up to 60 days in any **Period of insurance**.

2 Financial loss if **Your Credit card** is lost or stolen and someone else uses it.

The insurer will provide this cover only if:

- **You** reported the loss or theft of any **Credit card** to the **Credit card** company as soon as possible;
- **You** kept to the conditions of the **Credit card**;
- **You** reported any other theft or loss to the local Police within 7 days of discovering the loss or theft.

What Is Not Insured

NOTE: Please read this section together with the General Exceptions on pages 20 to 21

The **Excess** as stated in this section of **Your Schedule**.

1&2 More than the single item **Maximum claim limit** as stated in this section of **Your Schedule** to replace (a pair or set of items is regarded as a single item, a bag of golf clubs, whether or not by the same manufacturer, is regarded as a set).

The insurer will not pay any amount for theft from motor vehicles unless the item or any bag, box or other form of wrapping containing it is hidden from view and all access points to the motor vehicle are securely locked and there is evidence that force and violence took place.

What Is Not Insured (continued)

Pedal Cycles and their accessories.

Furniture, household goods, equipment, stock or provisions and **Business** goods.

Growing trees.

Growing shrubs.

Growing plants.

Motor vehicles and cra. , trailers, caravans, boats or their accessories or associated equipment belonging to any of these.

Aircraft (including remote control and/or model aircraft, drones and other unmanned aerial vehicles)

Camping equipment.

Documents and securities.

Records, compact discs, computer discs, cassettes, tapes.

China or glass (except spectacles).

Contact or corneal lenses.

Animals.

Any property mainly used for the purpose of **business**, trade, profession or employment other than **Business equipment**.

Accidental loss **You** do not report to the Police within seven days of discovering the loss.

Breakage of sports equipment when it is being used.

Breakage of reeds, strings or drum skins of musical instruments.

Damage from wear and tear or depreciation.

Damage caused by moths, **Vermin**, parasites, wet rot, dry rot, fungus, atmospheric conditions, or light.

Things that happen gradually.

Damage caused by cleaning, washing, dyeing, restoring, reproofing, adjusting, maintaining, repairing, dismantling or misusing the item.

Electrical or mechanical breakdown.

Property being confiscated or detained by customs or other authorities.

Damage caused by something **You** or **Your Family** do deliberately.

Loss or damage arising from the cost of remaking any film, disc or tape or the value of any information contained on it.

Loss or damage caused by domestic pets as a result of biting, chewing, scratching, tearing or fouling.

Loss or damage to items not in the care, custody or control of **You** or **Your Family** or an authorised person.

Loss or damage caused by theft or attempted theft from an unlocked hotel room.

Loss or damage to items where that item is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectible, irrecoverable or irredeemable for any reason.

Damage to computers or computer equipment by:

i. erasure or distortion of data.

ii. **Accidental** erasure or mislaying or misfiling of documents or records

iii. viruses.

iv. contamination.

If any injury, loss, damage or liability is covered by any other insurance then **The insurer** will not pay more than **Their** share.

Loss or damage to lottery tickets and raffle tickets.

Any property which **You** or a member of **Your Family** normally keep away from **Your Home**.

Contents Insurance

Optional Extra Cover

High-risk property and specified **Contents** Cover – Section 2c

The cover in this section only applies when shown in **Your Schedule**

Specified Contents Guide

Cover in the **Home**

Any item classed as **High-risk property** (for example, a watch or item of jewellery) which exceeds £2,000 in value must be individually specified on **Your** policy. Items not classed as **High-risk property** do not need to be individually specified on the policy.

Cover away from the **Home**

If **You** require cover for individual items away from the **Home** they need to be individually specified on the policy. Any items, including **High-risk property**, that are individually specified for cover away from the **Home** will also be covered in the **Home**.

Do not group specified **Contents**

Specified **Contents** must always* be individually listed on the policy. For example if you have a collection of watches, each watch needs to be individually specified with an identifiable description and specific value. If **You** don't individually specify items any relevant claims may be reduced or rejected. If in doubt, please ask **Us**.

**except for collections of coins, stamps and medals, which should be added as collections.*

Proof of Purchase and Valuations

The insurer may ask for a valuation or purchase receipt within the first few weeks of taking out **Your** policy or in the event of a claim for any specified **Contents**. If **You** are unable to provide any of these items it could result in **Your** claim being delayed or rejected and/or **Your** policy being cancelled.

The Most **The insurer** Will Pay

- The most **The insurer** will pay for **High-risk property** within contents is shown on **Your Schedule**.
- The most **The insurer** will pay individually for any specified **Contents** is the sum insured shown next to each item in **Your Schedule**
- If **You** specify any items of **High-risk property** the sum insured for each individual item shown in **Your Schedule** under Section 2 is within, not in addition to, the **Maximum claims limit** for **High-risk property**.

For example, if your **High-risk property Maximum claims limit** is £20,000 and you add an item of jewellery worth £5,000, **You** have £15,000 cover remaining for all other items of **High-risk property.**

- If the value of the items at the time of the loss or damage is more than the amount shown in **Your Schedule**, **The insurer** will pay part of the claim.

For example, if the sum insured is one third of the actual value, **The insurer** will pay only one third of **Your** claim.

- For theft from an unattended motor vehicle, the most **The insurer** will pay for any one claim is the amount shown in **Your Schedule**.

What Is Insured

1 Loss of or damage to **Your** and **Your Family**'s **High-risk property** or **specified Contents** (that is individually listed in **Your Schedule**) is covered either; in the **Home** only or in and away from the **Home** (away from the **Home** being in **The European area**, or anywhere else in the world for less than 60 days) in any **Period of insurance**. This will be detailed on **Your Schedule**.

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

The insurer will pay a claim for loss or theft only if **You** reported the loss or theft to the local Police within 7 days of discovering it.

What Is Not Insured

NOTE: Please read this section together with the General Exceptions on pages 20 to 21

The **Excess** as stated in this section of **Your Schedule**.

1 Breakage of sports equipment when it is being used.

Breakage of reeds, strings or drum skins of musical instruments.

Any loss or damage caused by wear and tear, depreciation, the effects of light or the atmosphere, mould, dry or wet rot or fungus and costs that arise from the normal use, maintenance and upkeep of **Your Buildings** and its **Contents**.

Damage caused by cleaning, washing, dyeing, restoring, reproofing, adjusting, maintaining, repairing, dismantling or misusing the item.

Electrical or mechanical breakdown.

Any loss, damage or liability caused by or happening through confiscation or detention by customs or other officials or authorities.

Any property mainly used for the purpose of **business**, trade, profession or employment other than **Business equipment**.

Damage caused by something **You** or **Your Family** do deliberately.

Animals and pets owned by **You** or **Your Family.**

The insurer will not pay any amount for theft from motor vehicles left by the owner or current driver unless the item or any bag, box or other form of wrapping containing it is hidden from view and all access points to the vehicle are securely locked.

Any property which **You** or a member of **Your Family** normally keep away from **Your Home**.

Aircraft (including remote control and/or model aircraft, drones and other unmanned aerial vehicles)

Contents Insurance

Optional Extra Cover

Your Pedal Cycles Cover – Section 2d

The cover in this section only applies when shown in **Your Schedule**

The Most **The insurer** Will Pay

- The most **The insurer** will pay for **Pedal Cycles** is the amount shown against each item in **Your Schedule**.

If the value of the items at the time of the loss or damage is more than the amount shown in **Your Schedule**, **The insurer** will pay part of the claim.

(For example, if the sum insured is one third of the actual value, **The insurer** will pay only one third of the cost of replacement or repair.)

What Is Insured

1 **Accidental** loss or damage to **Pedal Cycles** (listed in **Your Schedule**) are covered in the United Kingdom, the Channel Islands and the Isle of Man.

There is no cover for **Pedal Cycles** outside the United Kingdom, the Channel Islands or Isle of Man unless **We** and **The insurer** agree to this.

There may be an extra premium for this which, if requested, **You** must pay for the cover to be in force.

What Is Not Insured

NOTE: Please read this section together with the General Exceptions on pages 20 to 21

The **Excess** as stated in this section of **Your Schedule**.

1 Loss or damage to **Pedal Cycles** being used for racing, pacemaking or testing of any kind or while practising for any of them.

Theft or attempted theft of **Pedal Cycles** when left in a public place without being secured by a chain and padlock or other equivalent lock, as agreed by **Us** and **The insurer** in writing, to a permanent structure or motor vehicle.

Cuts or bursts to tyres.

Loss of or damage to accessories or parts of **Pedal Cycles** unless the pedal cycle is stolen or damaged at the same time.

Damage caused by wear and tear or loss of value.

What Is Insured

What Is Not Insured

Damage caused by moths, **Vermin**, parasites, atmospheric conditions, or light.

Things that happen gradually.

Damage caused by cleaning, washing, restoring, adjusting, maintaining, repairing or misusing the cycle.

Mechanical or electrical breakdown or failure.

The cycle being confiscated or detained.

Cycles mainly used for the purpose of **business**, trade, profession or employment.

Depreciation in value or other loss, damage or additional expense following on from the event for which **You** are claiming e.g. costs incurred in preparing the claim or loss of earnings following **Your** bodily injury or illness.

Pedal Cycles obtained using any form of payment which proves to be counterfeit, false, fraudulent, invalid, irrecoverable or irredeemable for any reason.

Liability Cover

Your Liability Cover – Section 3

If only **Buildings** are insured under this policy **You** are covered only under perils 2 and 3.
If only **Contents** are insured under this policy **You** are covered only under perils 1,4, 5 and 6.
If both **Buildings** and **Contents** are insured, **You** are covered under perils 1 to 6.
You may only claim this benefit under one section of this document.

Definitions
In this section injury includes death, disease and illness and damage includes financial loss.

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

The Most **The insurer** Will Pay
The most **The insurer** will pay under this section for any one claim, or series of claims arising from one cause is the amount shown in **Your Schedule** plus any other costs and expenses **We** or **The insurer** agree in writing depending on the following limits;

- For occupier's and personal liability, the most **The insurer** will pay in any one **Period of insurance** is the amount shown in **Your Schedule**.
- For property owner's liability, the most **The insurer** will pay in any one **Period of insurance** is the amount shown in **Your Schedule**.
- For defec ve premises cover, the most **The insurer** will pay in any one **Period of insurance** is the amount shown in **Your Schedule**.
- For unpaid damages, the most **The insurer** will pay for any one claim, or series of claims arising from one cause is the amount shown in **Your Schedule** including any other costs and expenses **The insurer** agree to in wri ng.
- For liability to **Domestic employees**, the most **The insurer** will pay for any one claim, or series of claims arising from one cause is the amount shown in **Your Schedule** including any other costs and expenses **The insurer** agree to in wri ng.
- For tenant's liability, the most **The insurer** will pay for all claims arising in any one **Period of insurance** is the amount shown in **Your Schedule**.

Quick Guide

This quick guide will help **You** to quickly look up the liability cover that is relevant to **You** under this insurance. The type of cover varies depending on the level of cover **You** have purchased.

Your Cover	You are covered for
Buildings only	Perils 2 & 3 page 48-49 Property owner's liability Defective premises cover
Contents only	Perils 1,4,5 & 6 – pages 48-50 Occupier's & personal liability Unpaid damages Liability for **Domestic employees** Tenant's liability
Buildings & **Contents**	Perils 1,2,3,4,5 & 6 – pages 48-50 Occupier's & personal liability Property owner's liability Defective premises cover Unpaid damages Liability for **Domestic employees** Tenant's liability

What Is Insured

1 Occupier's and Personal Liability
The legal liability of **You:**

- as occupier of **Your Home** and its land
- as an individual to pay damages and costs to others which arise from any single event occurring during the **Period of insurance** which results in:
- **Accidental** death, disease, illness or **Accidental** physical injury to anyone
- **Accidental** damage to physical property.
- **The insurer** will also pay other costs and expenses **They** agree to in writing.

2 Property Owner's Liability
The legal liability of **You**:

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

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

Important Note

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 in the Act, dangerously out of control. For further guidance please see the Office of Public Sector Information web site (www.legislation.gov.uk) or contact the Citizens Advice Bureau.

What Is Not Insured

Please read this section together with the General Exceptions on pages 20 to 21
The **Excess** as stated in this section of **Your Schedule**

1, **2**, **3**, **4**, or **5**
The insurer will not pay for any of the following claims:

- Injury to **You** or a member of **Your Family**.
- **You** or a member of **Your Family** dying.
- Injury to anyone who is employed by **You** or any member of **Your Family** under a contract of service or apprenticeship and who is injured during the course of their employment.
- Damage to property which is owned, leased, let, rented, hired, lent or entrusted to **You** or any member of **Your Family**.
- Injury or damage arising from **You** or any member of **Your Family** owning or using:
  - **Motor vehicle and craft**
  - Aircraft (including remote control and/or model aircraft, drones and other unmanned aerial vehicles)
  - firearms, except sporting guns used for sporting purposes;
  - owning, possessing or using a dangerous dog of one of the following breeds: Pit Bull Terrier, Japanese Tosa, Dogo Argentino, Fila Brasileiro and cross breeds of these with any other breed or any other dogs of a type specified under section 1 of the Dangerous Dogs Act 1991 or any later amendments to that act, or in the Dangerous Dogs (Northern Ireland) Order 1991 or any later amendments to that act;

What Is Insured

3 Defective premises cover

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

4 Unpaid damages

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

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

What Is Not Insured

1, **2**, **3**, **4**, or **5** (continued)

  - any lift (other than a stair lift) **You** own or **You** are responsible for maintaining.
  - watercraft, except hand or propelled craft under 5 metres in length, sailboards or surfboards.
  - the use of horses for racing, steeple chasing or hunting.
- Injury or damage arising from hunting or from racing of any kind, except on foot.
- Injury or damage arising from:
  - any willful or malicious act; or
  - **Your Business**, trade, profession or employment.
  - the transmission of any contagious disease or virus.
  - owning, possessing or using **Motor vehicles and craft**
  - owning, possessing or using caravans.
- Injury or damage arising from **You** owning or occupying any premises or land except:
  - if **Buildings** are insured under this contract of insurance, **You** owning the **Buildings** and their land; and
  - if **Contents** are insured under this contract of insurance, **You** occupying **Your Home** and its land.
- Any injury arising from an illness or disease **You** pass onto someone else.
- Any liability **You** have under a contract, unless **You** would have had that liability without the contract. Loss or corrup on of data directly or indirectly caused by the failure or malfunc on of electronic equipment belonging to **You** or under **Your** charge or control.
- Any ac on for damages brought in a court outside the United Kingdom, the Channel Islands or Isle of Man.
- Rec fying any fault or alleged fault.

What Is Insured

5 Liability for **Domestic employees**

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

The insurer will also pay other **Costs and expenses They** agree to in writing.

Cover applies in the United Kingdom, the Isle of Man or the Channel Islands or anywhere else in the world for periods up to 60 days in any one **Period of insurance**. The contract of service must have been entered into in the United Kingdom, the Isle of Man or the Channel Islands.

6 Tenant's liability

The insurer will insure **You** against **Your** legal liability for:

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

What Is Not Insured

The insurer will not pay for any claims under

6 for the following:

- Loss or damage to gates hedges and fences.

Family Legal Protection - Section 4

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

If Family Legal Protection has been insured under this policy **You** are covered only under perils 1, 2, 3, and 4. If Family Legal Protection Plus is insured, **You** are covered under perils 1 to 14.

For this section, the contract of insurance is between **You** and Arc Legal Assistance Ltd.

This policy is managed and provided by Arc Legal Assistance Ltd on behalf of AmTrust Specialty Limited. Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority and their Firm Reference Number is 305958. This policy is underwritten by AmTrust Specialty Limited registered office: Exchequer Court, 33 St Mary Axe, London, EC3A 8AA, registered number: 1229676.

AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189.
This can be checked on the financial services register by visiting the website: www.fca.org.uk/register or by contacting the Financial Conduct Authority on: 0800 111 6768.

Key Features

- 24/7 Legal Advice Helpline
- Total Legal - Discounted legal services
- Insurance for legal costs for certain types of disputes

Quick Guide

Use this quick guide to help **You** to look up the cover that is relevant to **You** under this insurance

Your Cover	**You** are covered for
Family Legal Protection	Perils 1, 2, 3 & 4 Consumer Pursuit Consumer Defence Property Damage Property Sale & Purchase
Family Legal Protection *Plus*	Perils 1-14 Consumer Pursuit Consumer Defence Property Damage Property Sale & Purchase Personal Injury Employment Disputes Property Infringement Tax School Admission Disputes Probate Personal Identity Fraud Vehicle Cloning Legal Defence Social Media Defamation

Definitions

In addition to the definitions detailed on pages 5 to 7, for Family Legal Protection, Section 4,where the following words appear in bold they are defined as follows:

Adviser

The insurer's specialist panel solicitors or accountants or their agents appointed by them to act for **You** and **Your Family**, or, and subject to **The insurer's** agreement, where it is necessary to start court proceedings or a **Conflict of Interest** arises, another legal representative nominated by **You** or **Your Family**.

Advisers' Costs

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

Adverse Costs

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

Conditional Fee Agreement

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

Conflict of Interest
Situations where **The insurer** administers and/or arranges 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.**

Data Controller
The party which determines the purpose for, and the manner in, which personal data are, or are to be, processed.

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

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 is £100. 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 Sec on 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 identifica on belonging to **You** or **Your Family** without **Your** or **Your Family's** knowledge or permission with intent to commit or assist another to commit an illegal act.

Insured Event
The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one **Insured Event** shall be deemed to have arisen from all causes of ac on, incidents or events that are related by cause or me.
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** or **Your Family** by one person or group of people.
In a claim arising from an **HM Revenue and Customs Full Enquiry**, the **Insured Event** shall be deemed to be the date HM Revenue and Customs issue a formal no ce to **You** or **Your Family** no fying of a full enquiry into **Your** or **Your Family's** non-business affairs.

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** or **Your Family's** employment

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

Maximum Amount Payable
The insurer will pay up to £100 per hour plus VAT up to the **Maximum Amount Payable** in respect of an **Insured Event** as stated below:
Employment Disputes: £5000
All other sections: £50,000

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.

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 **The insurer's** discretion, vary from time to time.

Territorial Limits

United Kingdom, the Isle of Man and the Channel Islands.

Terms of Cover

If a claim is accepted under this insurance **The insurer** will appoint **Their** panel solicitors, or **Their** agents, to handle **Your** or **Your Family's** case. **You** or **Your Family** are not covered for any other legal representatives' fess 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** or **Your Family** want to use a legal representative of **Your** or **Your Family's** own choice. **Advisers' Costs** payable by **The insurer** are limited to no more than (a) **The insurer's 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 areas of cover up to the **Maximum Amount Payable** where:-

a) The **Insured Event** takes place during 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** or **Your Family** do or fail to do negatively impacts **Your** or **Your Family's** position or the position of **The insurer** in connection with the **Legal Action**.

IMPORTANT CONDITIONS

If **Your** or **Your Family's** claim is covered under a section of this policy and no exclusions apply then it is vital that:

You or **Your Family** comply with the conditions of this policy in order for **Your** or **Your Family's** claim to proceed.

The conditions applicable to this section are contained under the 'Conditions' section and should be read carefully. Some of the main conditions to this insurance are that:

Prospects of Success

There must a 51% or higher chance of winning the case and achieving a positve outcome. A positve outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgement or achieving an outcome which best serves **Your** or **Your Family's** interests. The assessment of **Your** or **Your Family's** 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 higher chance of success, then **The insurer** may decline or stop giving support **Your** or **Your Family's** case.

Proportional **Costs**

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

Duty of Disclosure

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

Freedom of Choice

You can choose **your own advisor** to act for **you** when it is likely the court proceedings might need to be started. If **you** do this, **we** will only pay **Standard Advisors' Costs** up to the **maximum amount payable** (which **we** have the right to change from time to time).

What Is Insured

1. Consumer Pursuit

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

2. Consumer Defence

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

What Is Not Insured

1. • Claims;

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

b) Where the breach of contract occurred before **You** purchased this insurance

c) Involving a vehicle owned by **You** or **Your Family** or which **You** or **Your Family** are legally responsible for

d) Arising from a dispute with any government, public or local authority

e) Arising from the purchase or sale of **Your** main home

f) Relating to a lease tenancy or licence to use property or land

g) Relating to a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled

h) Relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **You** or **Your Family**

i) Directly or indirectly arising from planning law

j) Directly or indirectly arising from constructing buildings or altering their structure for **Your** or **Your Family's** use.

2. • Claims;

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

b) Where the breach of contract occurred before **You** purchased this insurance

c) Involving a vehicle owned by **You** or **Your Family** or which **You** or **Your Family** 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 Home**

f) Relating to a lease tenancy or licence to use property or land.

What Is Insured	What Is Not Insured
3. Property Damage **Costs** to pursue a **Legal Action** for damages against a person or organisation that causes physical damage to **Your Home** or **Your** or **Your Family's** personal effects. The damage must have been caused after **You** first purchased this insurance.	**3.** • Claims; a) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority b) In respect of a contract **You** or **Your Family** have entered into c) Directly or indirectly arising from planning law d) Directly or indirectly arising from constructing buildings or altering their structure for **Your** or **Your Family's** use e) Directly or indirectly arising from: i) **Subsidence** meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building ii) **Heave** meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground iii) **Landslip** meaning downward movement of sloping ground iv) Mining or quarrying.
4. Property Sale and Purchase **Costs** to pursue a **Legal Action** arising from a breach of a contract for the sale or purchase of **Your Home.**	**4.** • Claims; a) Where **You** have purchased this insurance after the date **You** completed the sale or purchase of **Your Home** b) Where the amount in dispute is below £250 plus VAT c) Directly or indirectly arising from planning law d) Directly or indirectly arising from constructing buildings or altering their structure for **Your** or **Your Family's** use.

What Is Insured

5. Personal Injury
Costs to pursue a **Legal Action** following an accident resulting in **Your** or **Your Family's** 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** or **Your Family** are claiming are above the small claims track limit, the **Adviser** must enter into a **Condional Fee Agreement** which waives their own fees if **You** or **Your Family** fail to recover the damages that **You** or **Your Family** are claiming in the **Legal Action** in full or in part. If the damages **You** or **Your Family** are claiming are below the small claims track limit **Advisers' Costs** will not be covered but **You** or **Your Family** can access the **Legal Helpline** for advice on how to take **Your** or **Your Family's** case further.

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

(a) **Contract of Employment**; or

(b) legal rights under employment laws.

What Is Not Insured

5. • Claims;

a) Arising from medical or clinical treatment, advice, assistance or care

b) For stress, psychological or emotional injury

c) For illness, personal injury or death caused gradually and not caused by a specific sudden event

d) Involving a vehicle owned or driven by **You** or **Your Family.**

6. • Claims;

a) Where the breach occurred within the first 90 days after **You** first purchased this insurance unless **You** or **Your Family** have held equivalent cover with **The insurer** 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** or **Your Family's Contract of Employment** or the costs associated with any settlement agreement

What Is Insured	What Is Not Insured
	d) Where the breach is alleged to have commenced or to have continued after termination of **Your** or **Your Family's** employment. e) For an allegation of less favourable treatment between men and women in terms of pay and conditions of employment.
7. Property Infringement **Costs** to pursue a **Legal Action** for nuisance or trespass against the person or organisa on infringing **Your** or **Your Family's** legal rights in rela on to **Your Home**.	**7.** • Claims; a) Where the nuisance or trespass started within the first 180 days after **You** first purchased this insurance unless **You** or **Your Family** have held equivalent cover with **The insurer** 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** or **Your Family** 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** or **Your Family's** 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.

What Is Insured	What Is Not Insured
8. Tax **Standard Advisers' Costs** incurred by an Accountant if **You** or **Your Family** are subject to an **HM Revenue and Customs Full Enquiry** into **Your** personal Income Tax position. This cover applies only if **You** or **Your Family** 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.	**8.** • Claims; a) Where: i) Deliberate misstatements or omissions have been made, to the authorities ii) Income has been under-declared because of false representations or statements by **You** or **Your Family** 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** or **Your Family's** Tax Return (Aspect Enquiries).
9. School Admission Disputes **Standard Advisers' Costs** to appeal against the decision of a Local Education Authority (LEA) arising out of the LEA's failure to conform to its published admission policy, which leads to **Your** child or children being refused entry at the state school of **Your** choice.	**9.** • Claims; a) Arising where examinations or other selection criteria are part of the acceptance process b) Where the process for appealing against the decision to refuse a place at the school has not been adhered to c) Where the child has been suspended, expelled or permanently excluded from another school.
10. Probate **Costs** to pursue legal proceedings within the **Territorial Limits** by **You** or **Your Family** in respect of a probate dispute involving the will of **Your** or **Your Family's** deceased parents or grandparents, children, step-children or adopted children where **You** or **Your Family** are contesting a will as a named beneficiary or as a member of a class of beneficiaries with an immediate interest.	**10.** • Claims in respect of any dispute or costs where a will has not been previously made or concluded or cannot be traced.

What Is Insured	What Is Not Insured
11. Personal Identity Fraud **Costs** arising from **Identy Fraud**:- a) To defend **Your** or **Your Family's** legal rights and/or take steps to remove County Court Judgments against **You** or **Your Family** that have been obtained by an organisation that **You** or **Your Family** are alleged to have purchased, hired or leased goods or services from. Cover is only available if **You** or **Your Family** deny having entered in to the contract and allege that **You** or **Your Family** 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** or **Your Family's** name or which are seeking monies or have sought monies from **You** or **Your Family** as a result of **Identity Fraud** c) In order to liaise with credit referencing agencies and all other relevant organisations on **Your** or **Your Family's** behalf to advise that **You** or **Your Family** have been the victim of **Identity Fraud.**	**11.** • Claims; a) Where **You** or **Your Family** have not been the victim of **Identity Fraud** b) Where **You** or **Your Family** did not take ac on to prevent **Yourself** or **Your Family** from further instances of **Identy 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** or **Your Family** must agree to be added to the CIFAS Protection Register if **The Insurer** recommends it.
12. Vehicle Cloning **Costs** to defend a **Legal Action** arising from use of the identity of a vehicle owned by **You** or **Your Family** by another person or organisation without **Your** or **Your Family's** permission.	**12.** • Claims; a) Where the identity of a vehicle owned by **You** or **Your Family** has been copied by somebody living with **You** b) Where **You** or **Your Family** did not act to take action to prevent **Yourself** or **Your Family** from further instances of vehicle cloning following an **Insured Event** c) For any losses (other than **Costs**) incurred by **You** or **Your Family** as a result of the identity of a vehicle owned by **You** or **Your Family** being copied without **Your** or **Your Family's** permission.

What Is Insured

13. Legal Defence

a) **Costs** in a **Legal Action** to defend **Your** or **Your Family's** legal rights in the following circumstances arising out of **Your** or **Your Family's** work as an **Employee**:-

I) Prior to being charged when dealing with the police or Health & Safety Execu ve or others with the power to prosecute

ii) In a prosecu on brought against **You** or **Your Family** in a court of criminal jurisdiction

iii) In a civil action brought against **You** or **Your Family** as a **Data Controller** for compensation under **Data Protection Legislation**

iv) In civil proceedings brought against **You** or **Your Family** under legislation for unlawful discrimination

b) **Costs** in a **Legal Action** to defend **Your** or **Your Family's** legal rights arising out of a formal investigation or disciplinary hearing brought against **You** or **Your Family** by any trade association or professional or regulatory body.

14. Social Media Defamation

Following defamatory comments made about **You** or **Your Family** 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** or **Your Family** 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

13. • Claims;

a) For alleged road traffic offences where **You** or **Your Family** 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** or **Your Family** have been advised by a medical professional not to drive.

b) For **Costs** where **You** or **Your Family** 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

c) For parking offences which cannot lead to penalty points on **Your** or **Your Family's** licence

d) Following an allegation of violence or dishonesty

e) For **Standard Advisers' Costs** incurred in excess of any costs **You** or **Your Family** are able to recover under a Defendants Costs Order.

14. • Claims where **You** or **Your Family** are not aged 18 years or over.

General Exclusions

1. There is no cover where:-

a) **You** or **Your Family** 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** or **Your Family** is more than the amount in dispute

c) **Advisers' Costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which **The insurer** has given **Their** prior written approval

d) You do not have the relevant section of cover in place

e) the **Insured Event** started before this polict began.

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 **Us**, or **The Insurer**

c) Any claim **You** or **Your Family** make which is false or fraudulent or exaggerated

d) Defending **Legal Actions** arising from anything **You** or **Your Family** did deliberately or recklessly

e) Costs if **Your** or **Your Family's** claim is part of a group claim 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** or **Your Family** live with or have lived with

b) **Your** or **Your Family's** 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.

5. Sanction Limitation and Exclusion Clause

The Insurer will not cover or be liable to pay any claim or provide any benefit under this section of Your insurance if doing so would expose it to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

6. Cyber Attack Exclusion

The Insurer will not pay for any loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme malicious code, Computer Virus or process or any other electronic system. This exclusion applies unless cover for Costs is specifically allowed for in the Sections of Cover above.

Conditions

1. Claims;

a) **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, **The insurer's** position has been prejudiced. For claims relating to **Identy Fr aud**, these must be reported within 45 days of **You** becoming aware of the incident.

b) **The insurer** 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 **The insurer** may reach a settlement of the legal proceedings.

i) **You** must supply at **Your** own expense all of the information which **The insurer** reasonably requires 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 **Their** standard conditions of appointment available on request.

c) **The Adviser** will:-

i) Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained.

ii) Keep **The insurer** fully advised of all developments and provide such information as **They** may require.

iii) Keep **The insurer** advised of **Advisers' Costs** incurred.

iv) Advise **The insurer** of any offers to settle and payments in to court. If against **The insurer**'s advice such offers or payments are not accepted cover under this insurance shall be withdrawn unless **The insurer** agrees in **Their** absolute discretion to allow the case to proceed.

v) Submit bills for assessment or certification by the appropriate body if requested by **The insurer**.

vi) Attempt recovery of costs from third parties.

d) In the event of a dispute arising as to **Advisers' Costs The insurer** may require **You** to change **Adviser**.

e) **The Insurer** shall only be liable for **Advisers' Costs** for work expressly authorised by **Them** in writing and undertaken while there are prospects of success.

f) **You** shall supply all information requested by the **Adviser** and **The insurer**.

g) **You** are responsible for all legal costs and expenses including adverse costs if **You** withdraw from the legal proceedings without **The insurer's** prior consent. Any legal costs and expenses already paid under this insurance will be reimbursed by **You**.

h) **You** must instruct the **Adviser** to provide **The insurer** with all information that **They** ask for and report to them as **They** direct at the **Adviser's** own cost.

2. Prospects of Success

At any me **The insurer** may, but only when supported by independent legal advice, form the view that **You** do not have a 51% or higher chance of winning the case and achieving a posi ve outcome. If so, **The insurer** 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. No refund of premium shall be made.

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

4. Disputes
If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between **You** and **The insurer** may, where you 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.

5. Fraud
In the event of fraud, **The insurer:**
a) Will not be liable to pay the fraudulent claim
b) May recover any sums paid to **You** or **Your Family** in respect of the claim
c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to **The insurer**
d) **The insurer** will no longer be liable to **You** or **Your Family** in any regard after the fraudulent act.

6. 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, **The insurer** will only pay **Their** share of the claim even if the other insurer refuses the claim.

How to Make a Claim

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

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: https://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 requried to immendately notify **Us** of any potential claim or circumstances which may give risk to a claim. If **You** are in dout whether a matter consitutes a notifiable claim or circumstance, contact the **Legal Helpline.**

Total Legal -Additional Legal Services

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

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 include:

- 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** and **Your Family** deal with these and other matters which may arise **The Insurer** is able to give **You** and **Your Family** access to discounted legal services provided by them in partnership with **Their** panel solicitors. **Their** 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** and **Your Family** would like to make use of the service please telephone the Legal Helpline for an initial telephone consultation which will be provided at no cost to **You**. **The insurer's** panel solicitors will give **You** and **Your Family** a quotation for the likely cost of **Their** representation and it will then be **Your** or **Your Family's** decision whether to appoint them to act for **You** and **Your Family**.

Authorisation

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

This policy is underwritten by AmTrust Specialty Limited, Registered Office: Exchequer Court, 33 St Mary Axe, London EC3A 8AA, Registered Number: 1229676.

AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

Home Emergency Cover - Section 5

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

If Home Emergency Cover has been insured under this policy **You** are covered only under perils 1, 2, 3, 4, 5 and 6. If Home Emergency Plus Cover is insured, **You** are covered under perils 1 to 12.

This policy is provided by Arc Legal Assistance Ltd on behalf of AmTrust Specialty Ltd. Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Their firm reference number is 305958. This policy is underwritten by AmTrust Specialty Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Their firm reference number is 202189. All of these details can be checked on the Financial Services Register at www.fca.org.uk.

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

This section is suitable for someone who wishes to cover an emergency caused by specified events when they do not already have relevant insurance cover. This cover is only available in respect of owner-occupied properties which are **Your** principal **Home** and is not available to landlords for their tenanted properties.
It is not designed to replace **Your** buildings and contents insurance and will not provide assistance for normal day to day **Home** maintenance.

Please call Legal Insurance Management (LIM) as soon as **You** are aware of the Emergency on 0333 234 3486. The telephone line is available 24 hours a day.

Please check that the circumstances are covered under this section before calling.

Quick Guide

Use this quick guide to help **You** to look up the cover that is relevant to **You** under this insurance.

Your Cover	**You** are covered for
Home Emergency	Perils 1,2,3,4,5,6 Plumbing & Drainage Internal Electricity Gas Supply Water Supply Pests Roofing
Home Emergency *Plus*	Perils 1-12 Plumbing & Drainage Internal Electricity Gas Supply Water Supply Pests Roofing Security Access to Home Overnight Accommodation Primary Heating System Alternative Heating Boiler Replacement Contribution

Definitions

In addition to the definitions detailed on pages 5 to 7, for Home Emergency, Section 5, where the following words appear in bold they are defined as follows:

Claim Limit(s)
The amount **The insurer** will pay in respect of any one claim and during any one Period of Insurance as specified in **Your Schedule.**

Contractor
A tradesperson authorised and instructed by the Claims Helpline Service to undertake **Emergency Repairs.**

Data Protection Legislation
The relevant **Data Protecon Legisla on** in force in the United Kingdom where this cover applies at the time of insured events

Emergency Repairs
Work undertaken by an authorised **Contractor** to resolve the emergency by completing a **Temporary Repair**. **The insurer** will only complete a permanent repair where this can be done at a similar cost, or where there is no **Temporary Repair** available, up to the **Claim Limit**.

Home
Your principal permanent place of residence in the United Kingdom, Channel Islands and the Isle of Man which comprises of a private dwelling used for domestic purposes excluding garages, gardens, outbuildings and swimming pools. Garages and outbuildings that are attached and/ or accessed via the **Home** will be included under Pests.

Insured Person, You, Your
The person who has paid the premium and is named in **Your Schedule** as the **Insured Person**.

The insurer
This insurance is administered by Legal Insurance Management Ltd and underwritten by AmTrust Europe Ltd

Intermediary
The regulated entity appointed to transact this insurance with **You.**

Period of Insurance
The commencement and expiry dates shown in **Your Schedule**.

Primary Heating System
The principal central heating and hot water systems excluding any form of renewable energy systems and non-domestic central heating boiler or source.

Schedule
The document which shows details of **You** and this insurance and forms part of this policy.

Temporary Repair, Temporary Resolution
A repair or resolution which will resolve an emergency and is predicted to last at least 72 hours. A **Temporary Repair** or resolution will need to be replaced by a permanent repair.

Terrorism
The use, or threat of use, of biological, chemical and/ or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or governments(s) committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.

Uneconomical
1. Where in **The insurer's** opinion, it would not be worth completing a repair based on the subsequent work required or life expectancy of the appliance/ equipment; or
2. Where the cost of the emergency repair (including parts and labour) is greater than 75% of the cost of replacing the item as new.

What Is Insured	What Is Not Insured
1. Plumbing & Drainage	
• **Emergency Repairs** following damage to or failure of the plumbing and drainage system which: • Means that internal flood or water damage is a likely consequence; • Means that **You** do not have access to a useable toilet within **Your Home**; or • Causes blocked external drains that are solely **Your** responsibility and within the boundary of the **Home**, where this can be resolved by jetting or rodding.	• The replacement of water tanks, cylinders, central heating radiators, toilets, taps and external pipes. • Cracked sanitaryware, including but not limited to cisterns, toilet bowls, sinks and baths. • Blocked toilets and/or drains where this has been caused as a consequence of misuse or the internal workings of the flush. • Saniflo systems or other macerator-based systems. • Descaling and any work arising from hard water scale deposits. • The repair of domestic and/or leisure equipment that is leaking water, other than from external fixed pipework. • Where there is a leak from a shower, bath or sink when in use and there is another means of equivalent bathing or washing at the home. • Where the leak can be contained providing **You** with enough time to arrange a repair privately.
2. Internal Electricity	
• **Emergency Repairs** following the electricity failure of at least one complete circuit which cannot be resolved by carefully resetting the fusebox and would not be more appropriately resolved by the regional network supplier. Please note, during claims assessment **You** may be asked to unplug all appliances and reset the circuit to rule out an appliance issue.	• External lighting including security, garages and outbuildings and the replacement or adjustment of any light bulbs. • Electricity supply to burglar/ fire alarm systems, CCTV surveillance, or to swimming pools, the plumbing and filtration systems for swimming pools and any leisure equipment. • Renewable energy systems. • Where an appliance has caused a circuit to fail or trip

What Is Insured	What Is Not Insured
3. Gas Supply	
• After the National Gas Emergency Service has visited **Your Home** and isolated **Your** gas supply, **Emergency Repairs** will be carried out by a Gas Safe contractor, who will repair or replace the damaged section of internal gas supply pipe. The **Contractor** will also turn **Your** gas supply back on.	• Repair work to or the cost of replacing lead pipework. • The interruption or disconnection of public services to the **Home** however caused, or the failure, breakdown or interruption of the mains gas supply system. • Any system which is not installed correctly, or which does not conform to any governing Gas Safe regulation or requirements. • Any appliance.
4. Water Supply	
• **Emergency Repairs** following a complete loss of the water supply to the kitchen or the bathroom where no other water supply is available for bathing.	• The interruption or disconnection of public services to the **Home** however caused, or the failure, breakdown or interruption or the mains water supply system. • Where **You** have access to a water supply in another bathroom. • Descaling and any work arising from hard water scale deposits.
5. Pests	
• **Emergency Repairs** following an infestation of the following Pests in and/or attached to the **Home** and there is clear evidence of the infestation. a. Wasps' nests b. Hornets nests c. Mice d. Rats e. Cockroaches	• Repeat claims where **You** have failed to follow previous guidance from **The insurer** or the **Contractor** to prevent continued or further infestation. • Pest infestations where **You** have not taken reasonable hygiene measures to prevent contamination.

What Is Insured	What Is Not Insured
6. Roofing	
• **Emergency Repairs** following missing, broken, or loose tiles causing internal water damage. The insurer will appoint a **Contractor** to attend when it is safe for them to do so. They will complete a **Temporary Repair** to stop immediate damage, but requests for permanent repairs should be made to **Your** buildings and contents provider.	• Damage to flat roofs over 10 years old • Damages where the roof has not been satisfactorily maintained. • Costs that should be shared proportionately across all responsible parties. • Any access costs, including but not limited to scaffolding and articulated lifts
7. Security	
• **Emergency Repairs** following damage or failure of the following items which would render the main living area of the **Home** unsecure and easily accessible to intruders: a. External lock. b. External window. c. External door.	• Internal locks, window locks, glass, external garages or outbuildings. • Any damage caused by the **Contractor** in gaining access to the Home. • Doors subject to swelling. • Porch doors where there is another lockable door which prevents access to the main living areas of the **Home**.
• Access to **Home**	
• **Emergency Repairs** following the loss of the only available key to the **Home** which cannot be replaced, and normal access cannot be obtained, a **Contractor** will gain access to the **Home** and ensure it is left secure.	• Any damage caused by the **Contractor** in gaining access to the Home.
9. Overnight Accommodation	
• Overnight accommodation only where it has not been possible to resolve the emergency following an accepted claim for **Emergency Repairs** by a **Contractor** under another section of the	• The cost of any food and drink you have purchased. • The cost of any parking incurred. • The cost of travel. • The cost of entertainment.

What Is Insured	What Is Not Insured
policy and the **Home** is rendered uninhabitable in the opinion of the Claims Helpline Service. 10. **Primary Heating System** • **Emergency Repairs** following the complete breakdown of the **Primary Heating System** which: a. Results in the complete loss of heating and/or; b. Results in the complete loss of hot water. 11. Alternative Heating • **The insurer** shall pay up to £50 towards the cost of alternative heating sources where these are deemed necessary in the event a claim has occurred under Sec on 10. Payment is subject to an original receipt and the **Primary Heating System** not being reinstated.	• Boilers that are over 15 years old or over 238,000 btu net input (70 Kilowatt). • Lighting of boilers, the correct operation, routine adjustment of time, temperature controls or the replacement of batteries. • Any form of renewable energy systems. Powerflushing or descaling. • The replacement of water tanks, cylinders and central heating radiators. • Where there is another hot water source available for bathing, including but not limited to an immersion heater or electric shower. • Intermittent faults where this cannot be identified at the time of the **Contractor's** attendance. • Lack of maintenance or neglect by **You** (**You** may be asked to reserve funds if **Your** boiler has not been serviced in line with the manufacturer's instructions). • Where a boiler can be operated manually to resolve the loss of hot water and/or heating.

What Is Insured

12. Boiler Replacement Contribution

- **The insurer** will contribute up to £250 towards the cost of a brand-new like for like replacement upon production of an original receipt for payment. This section will not be operative unless **The insurer** or the **Contractor** declare the boiler to be **Uneconomical** to repair, following an accepted claim under Section 10.

What Is Not Insured

General Exclusions

General Exclusions which apply to the whole section

The insurer will not be liable for costs arising from or in connection with:

1. Circumstances known to **You** prior to the commencement date of this insurance.
2. Any system and/or equipment, including boilers and facilities, which have not been properly installed or maintained in accordance with the manufacturer's instructions.
3. Any claims arising from or relating to appliances.
4. Any system, which has been incorrectly used or modified, or has been tampered with.
5. General wear and tear
6. Failure or damage caused by faulty or defective design of pipework, including but not limited to delamination found in pitch fibre pipe construction.
7. Any claim where an engineer has previously identified that remedial or maintenance work is required to prevent a future breakdown and the recommended work has not been completed.
8. Any system which is faulty or inadequate as a result of any inherent or recurring manufacture or design defect.
9. Replacement or adjustment to any decorative or cosmetic part of any equipment.
10. Garages, outbuildings, leisure equipment, cesspits, septic tanks, swimming pools or fuel tanks unless appropriately covered under the pests section of this policy.
11. Wilful act or omission, lack of maintenance or neglect by **You.**
12. Claims in the 7 days immediately following **Your** first occupation of the **Home** or claims in the 7 days immediately following **Your** reoccupation of the **Home** where the **Home** has been left unoccupied for 30 consecutive days or more.
13. Materials or labour charges covered by manufacturers, suppliers or installers guarantee or warranty.
14. Any other costs or damage that are directly or indirectly caused by the event that led to **Your** claim, unless specifically stated in the policy.
15. Claims arising within the first 48 hours from the date of commencement of this insurance unless **You** held equivalent insurance immediately prior to the commencement of this policy.
16. Claims under Section 12 arising within the first 30 days from the date of commencement of this insurance unless **You** held equivalent insurance immediately prior to the commencement of this policy.
18. Any costs that would be more appropriately recovered under any other insurance.
19. Circumstances which are not sudden or unforeseen.
20. Claims where the **Contractor** has advised there is no emergency repair available.
21. Any direct or indirect liability, loss or damage caused:
    a)to equipment because it fails correctly to recognise data representing a date in a way that it does not work properly or at all; or
    b) by computer viruses.
22. Any claim or expense of any kind caused directly or indirectly by:
    a)ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel; or
    b)the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.

General Exclusions

General Exclusions which apply to the whole section Continued

The insurer will not be liable for costs arising from or in connection with:

23. Any loss or damage caused by any sort of war, invasion or revolution.
24. Any loss or damage caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound.
25. Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of **Terrorism**.

General Conditions

Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:
a) supply accurate and complete answers to all the questions **The insurer** or the **Intermediary** may ask as part of **Your** application for cover under the policy;
b) to make sure that all information supplied as part of **Your** application for cover is true and correct;
c) inform **Us** of any changes to the answers **You** have given as soon as possible.

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

Claims

To ensure an accurate record **Your** telephone conversation may be recorded.

All requests for assistance must be made to the Claims Helpline Service and not to the **Contractors** directly otherwise the work will not be covered.

Provided that the **Emergency Repair** is not precluded by adverse weather conditions, industrial disputes (official or otherwise), failure of the public transport system, including the road and railway network and repairs thereto, and any other circumstances preventing access to the **Home** or otherwise making the provision of the **Emergency Repairs** impossible.

There may be times when replacement parts are unavailable, delayed or are no longer available because of circumstances beyond **The insurer**'s control. In the event of this occurring **The insurer** will ensure that **Your Home** is safe and if required the **Contractor** will provide **You** with a quotation for a suitable repair.

Claims Continued

Please note that if **You** should engage the services of a **Contractor** prior to making contact with the Claims Helpline Service any costs that **You** incur are not covered by this insurance.

Major emergencies which could result in serious damage or damage to life or limb should be immediately advised to the supply company and/or the public emergency services. Gas leaks must be immediately notified to the local gas company.

Observance

The insurer's liability to make any payment under this policy will be conditional on **You** complying with the terms and conditions of this insurance.

Recovery of Costs

The insurer may take proceedings at **Their** own expense in **Your** name to recover any sums paid under this insurance.

Fraudulent of Exaggerated Claims

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

- fails to reveal or hides a fact likely to influence whether **We** accept your proposal, **Your** renewal, or any adjustment to **Your** policy;
- fails to reveal or hides a fact likely to influence the cover provided;
- makes a statement to **Us** or anyone acting on **Our** behalf, knowing the statement to be false;
- sends **The insurer** or anyone acting on **Their** behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage **You** caused deliberately or with **Your** knowledge. If **Your** claim is in any way dishonest or exaggerated, **The insurer** will not pay any benefit under this policy or return any premium to **You** and **We** may cancel **Your** policy immediately and backdate the cancellation to the date of the fraudulent claim.
  The insurer may also take legal action against **You** and inform the appropriate authorities.

Contracts (Rights of Third Parties) Act 1999

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

Notices

Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.

Due Care

You must take due care to maintain the **Home** and its equipment in good order and take all necessary precautions to prevent loss, damage or the unnecessary accrual of costs.

Where a **Temporary Resoluon** or repair has been carried out, the onus will be upon **You** to carry out repairs or work to permanently resolve the reason for the emergency occurring. Should **You** fail to carry out the permanent repair a contractor will not be appointed to undertake any further emergency repairs.

General Conditions

Law

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the insured person's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply.

Claims Helpline Service

All potential claims must be reported initially to the Claims Helpline Service for advice and support.

Emergency Claims Helpline Number: 0333 234 3486

Calls to the helpline will be charged at **Your** standard rates.

The insurer will not accept responsibility if the helpline services fail for reasons beyond **Their** control.

Complaints Procedure

In the event of a complaint arising under this insurance, Please ensure **Your** policy number is quoted in all correspondence to assist a quick and efficient response.

For complaints regarding a claim:
Write to **The insurer**:
Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5YD

Email: customerservices@arclegal.co.uk

Call: 01384 884110

AmTrust Specialty Limited & Arc Legal Assistance Limited Privacy & Data Protection Notice

(For the purpose of this Privacy and Data Protection Notice only, '**We**' means Arc Legal Assistance and the **Insurer**)

Data Protection

We will keep **your** personal information safe and private. There are laws that protect **Your** privacy and **We** follow them carefully. Under the laws, **We** are the company responsible for handling **Your** information (Data Controller). Here is a simple explanation of how **We** use **Your** personal information. For more information visit AmTrust's website at https://amtrustinternational.com/dpn or Arc's website at www.arclegal.co.uk

What we do with your personal information:

We might need to use the information **We** have about **You** for different reasons. For example, We might need it:

· to run through Our computerised system to decide if **We** can offer **You** this insurance.

· to help **You** if **You** have any queries or want to make a claim.

· to provide **You** with information, products or services if **You** ask **Us** to.

· for research or statistics.

We will need it:

· to provide this insurance.

- to contact **You** to ask if **You** want to renew it.

· to protect both **You** and **Us** against fraud and money laundering.

· to comply with the law and any regulations that apply.

There are some types of personal information that are extremely private/ sensitive and important such as information about **Your** health or any criminal convictions **You** might have. **We** might need this kind of information to decide if **We** can offer You this insurance or to help **You** with a claim. **We** will only use this information for these specific reasons and in line with regulatory conditions.

Continued

We might need to share **Your** information with other companies or people who provide a service to **Us**, or to **You** on **Our** behalf. They include companies that are part of **Our** group, people **We** work with, insurance brokers, **Our** agents, reinsurers, credit agencies, medical professionals, insurance reference bureaus, fraud detection agencies, regulatory authorities and anyone else **We** might need to share it with by law. **We** will only share **Your** information with them if **We** need to and if it is allowed by law.

Sometimes **We** might need to send **your** information to another country outside of the UK and the EEA (European Economic Area) so that it can be processed, (stored etc). **We** currently send it to the USA and Israel. **We** make sure that **Your** information is always kept safely and treated in line with the law and this notice.

You can tell **Us** if **You** do not want **Us** to use **Your** information for marketing. **You** can also ask **us** to provide **You** with the information **We** have about **You** and, if there are any mistakes or updates, **You** can ask **Us** to correct them. **You** can also ask **Us** to delete **Your** information (although there are somethings **We** cannot delete). **You** can also ask **Us** to give **Your** information to someone else involved in **Your** insurance. If **You** think **We** did something wrong with **Your** information, **You** can complain to the local data protection authority.

We will not keep **Your** information longer than **We** need to. **We** will usually keep it for 10 years after **Your** insurance ends unless **We** have to keep it longer for other business or regulatory reasons

If **You** have any questions about how **We** use **Your** information, **You** can contact **Our** Data Protection Officer.

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 contractual requirements under the policy.

It is important to LIM that You are clear on what information **They** collect and why **They** 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 **Their** full privacy notice, **You** can go to https://www.legalim.co.uk/policyholder-privacy-notice or request a copy by emailing them at: qualityassurance@arclegal.co.uk

Alternatively, **You** can write to them at:

Arc Legal Group
The Gatehouse
Lodge Park
Lodge Lane
Colchester
CO4 5N

Making A Claim

Before **You** contact **The insurer** to notify them of a claim, **You** need to understand if **You** should be claiming under the **Buildings** or **Contents** part of **Your** policy. This can be quite hard to understand for certain types of claims, so **We** have put together this short guide to help **You**.

How to know if it's **Buildings** or **Contents**

Everything classed as covered under **Buildings** insurance is likely to be everything that **You** would leave behind if **You** were to move house, or an easier way to think about this is to imagine turning **Your** house upside down allowing all unfixed items to fall out! Everything that fell out would in all likelihood be **Your Contents**.

It is likely that everything remaining would be **Your Buildings**. For example, a fitted bedroom would remain if **You** moved or turned **Your** house upside down, meaning this element would likely be covered under **Buildings**, but a free-standing wardrobe that wasn't fixed would fall out, therefore this item is likely to be covered under **Contents**.

What if **You** need to claim under **Buildings** and **Contents**

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

Claims are handled by **The insurer**, NOT by Intelligent Insurance directly. **Their** claim team is there to help **You** and make the process as easy and quick as possible. **Their** claim team will need specific informa on about **Your** claim and will also ask **You** some detailed ques ons to help them handle **Your** claim efficiently and to prevent fraud.

First things first! **You** should notify the Police as soon as possible if something is lost or stolen, or if **Your** property has been purposely damaged. The Police may provide **You** with an **Incident** reference number which **The insurer** may require.

It is important that **You** do not negotiate or settle any claims made against **You** by another party, **The insurer** is there to do that for **You**. Do not admit or deny responsibility for anything rela ng to **Your** claim as this could affect **Your** claim.

Reporting **Your** Claim

Step 1

Locate **The insurer** which **You** can find on the **"Need to Make A Claim"** section of **Your Home** Insurance **Schedule**, and **Your policy number.**

Step 2

Use the information on the following pages to find the telephone number of **The insurer You** need to contact. Remember, **You** may have a different insurer if **You** have purchased any of the additional products available.

Step 3

Telephone **The insurer** as soon as possible after the **Incident** has occurred in order that **Your** claim can be dealt with quickly and efficiently

How To Make A Claim - Home Insurance

If **You** need to make a claim on **Your Home** insurance (**Buildings**, **Contents** and Liability cover) please refer to **Your Schedule** and contact the relevant insurer below.

AmTrust Specialty Limited

ARKEL™

Claims handled by AmTrust Specialty Limited

- 0115 934 9818
- claims@amtrusteu.co.uk
- New Castle House, Castle Boulevard, Nottingham, NG7 1FT
- 9am-5pm Mon to Fri. Emergency service runs out of hours.

Intelligent Insurance Complete Home - for policies incepting on or before 30th November 2025

Underwritten by Intelligent Insurance Complete Home on Behalf of UK Insurance Limited

Claims handled by **Sedgwick Claims Services**

- 01280 664532
- intelligentinsurance@uk.sedgwick.com
- 9am-5pm Mon to Fri. Emergency service runs out of hours.

complete home Intelligent Insurance

U K Insurance Limited (UKIL) proposes to transfer insurance business to Aviva Insurance Limited (AIL). Read how the transfer may affect you

Intelligent Insurance Complete Home - for policies incepting on or after 1st December 2025

Underwritten by Intelligent Insurance Complete Home on behalf of The New India Assurance Co. Ltd

Claims handled by **GHG Solutions**

- 01892 576081
- intelligentinsurance@ghgsolutions.co.uk
- 9am-5pm Mon to Fri. Emergency service runs out of hours.

complete home Intelligent Insurance

Custom Home by Intelligent Insurance

Underwritten by Intelligent Insurance on behalf of Arkel Underwriting for AmTrust Specialty Limited

Claims handled by **AmTrust Specialty Limited**

- 0115 934 9818
- claims@amtrusteu.co.uk
- New Castle House, Castle Boulevard, Nottingham, NG7 1FT
- 9am-5pm Mon to Fri. Emergency service runs out of hours

Pen Underwriting Limited

Claims handled by **Direct Group**

- 0345 072 99 57
- newclaims.penunderwriting@davies-group.com
- 9am-5pm Mon to Fri. Emergency service runs out of hours.

Prestige Underwriting Services Limited

- 08000 327 327
- homeclaims@prestigeunderwriting.co.uk
- 10 North Derby Street, Belfast, BT15 3HL
- 9am-5pm Mon to Fri. Emergency service runs out of hours.

How To Make A Claim - Extra Cover

If **You** need to make a claim on **Your** Home Emergency or Family Legal Protection cover please contact the relevant insurer below.

Family Legal Protection & Family Legal Protection Plus

Arc Legal Assistance Ltd

- 0344 770 1040
- PO Box 8921, Colchester CO4 5YF
- 9am-5pm Mon to Fri. Emergency service runs out of hours.

Home Emergency & Home Emergency Plus

Arc Legal Assistance Ltd

- 0333 234 3465
- PO Box 8921, Colchester CO4 5YF
- 9am-5pm Mon to Fri. Emergency service runs out of hours.

How To Contact Intelligent Insurance

For policy changes, help and to add cover or cancel **Your** policy

03333 11 11 10

- contactus@intelligentinsurance.co.uk
- 4 Lakeside, Headlands Business Park, Salisbury Road, Ringwood, BH24 3PB

24/7 Legal Advice Helpline

0344 770 1040

24/7 Domestic Helpline

0333 234 3465

Please quote 'Intelligent Insurance' when contacting these services

Cover Upgrades

You can upgrade to *Family Legal Protection Plus* and *Home Emergency Plus* cover at any time.

Call **Us** today on:

03333 11 11 10

NOTES



Intelligent Insurance

Intelligent Insurance
4 Lakeside, Headlands Business Park, Salisbury Road,
Ringwood, BH24 3PB

03333 11 11 10

contactus@intelligentinsurance.co.uk
www.intelligentinsurance.co.uk

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