



Home Insurance Policy Wording Booklet.

What is and isn't
included in your policy



Important: Please read and keep safe.

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Introduction to your policy

Thank you for choosing **home** insurance from **Uinsure**.

This policy wording describes what is insured and the events **you** are insured against during the **period of insurance**. It also details the procedures to follow should **you** need to make a claim and outlines what the policy does not cover.

Please read this alongside **your** policy **schedule** and **statement of insurance** to ensure that this policy meets **your** needs. If any of the information **you** have provided **us** is incorrect or changes, **you** must tell **us**. Failure to do so could mean **we** reduce or reject **your** claim or even make **your** policy invalid. Please refer to policy condition 3 on page 32 for examples of changes **we** need to know about.

Your policy is designed to be as simple and as clear as possible and **we** want **you** to be fully aware of **your** rights under it. If however **you** have any queries please call **us** on 0330 912 8852.

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

You have 14 days from when **you** receive **your** policy documents or the commencement date of **your** policy, whichever is later, to call **us** or write to **us** if **you** want to cancel **your** policy. This is known as a cooling-off period. If **you** cancel **your** policy during this period of time, provided **you** have not made a claim, **we** will refund **your** full premium and **policy administration fee**.

Hopefully **you** will never need **us**, but if **you** do make a claim **we** promise to deal with it as quickly as possible, leaving **you** one less thing to worry about.

Thank you for choosing Uinsure Home Insurance. **We** hope **you** will continue to be a **Uinsure** customer for many years to come.

Changing Your Policy

0330 912 8852

Home Insurance Claims

See policy schedule

Home Emergency Claims

0800 999 4215

Family Legal Protection Claims

0344 770 1040

Definitions

Throughout this policy there are certain words printed in bold. These words have special meanings which are shown below and on pages 3 and 4.

Please note that these words do not apply to Section 3 (Family Legal Expenses Insurance) and Section 4 (Home Emergency Cover) which have their own definitions.

ACCIDENTAL DAMAGE

Unexpected and unintended damage caused by something sudden and external.

BEDROOM

A room used as or originally built to be a **bedroom**, even if it is now used for something else.

BUILDINGS

The **home** and fixtures and fittings, **garages**, garden walls, gates and fences, paths, drives and patios, carports, permanent swimming pools built of brick, stone or concrete, permanently fixed hot tubs or Jacuzzis, hard tennis courts and any **outbuildings** contained in the deeds outside the main boundary of the **home**, but not **garden items**.

BUSINESS EQUIPMENT

Computer equipment, printers, photocopiers, computer-aided design equipment, telecommunication equipment (but not mobile phones) and office furniture that **you** or **your family** own, but not including any property held as stock.

COMPUTER VIRUSES

A corrupting instruction from an unauthorised source that introduces itself through a computer system, network or software.

CONTENTS

Household goods, **high-risk property**, **business equipment**, pedal cycles, **money**, **credit cards** and **personal belongings you** or **your family** own or are legally responsible for, but not:

- a) items held or used for business purposes (either totally or partly) other than **business equipment**;
- b) **motor vehicles**, aircraft (including drones or other mechanically propelled aerial toys, models or devices), caravans, trailers, boats, or any of their parts and accessories;
- c) animals, birds, fish or any living thing
- d) interior decorations and;
- e) securities and documents such as passports, driving licences, share or bond certificates

CREDIT CARDS

Charge, credit, debit and cash cards issued in the UK and belonging to **you** and **your family**, but not cards held for business purposes.

DAVIES GROUP LIMITED

Davies Group Limited, Registered Company Number 06479822.

Registered in England and Wales. Registered Office - 7th Floor, 1 Minster Court, Mincing Lane, London, England, EC3R 7AA.

Davies Group Limited may undertake claims handling functions on behalf of **Uinsure** and the insurer named on **your Schedule**.

DOMESTIC EMPLOYEES

A person employed to carry out domestic duties associated with **your home** and not employed by **you** in connection with any business, trade, profession or employment.

ENDORSEMENT

An agreed change to the terms of the policy as shown in **your policy schedule**.

EUROPE

The European Union, Great Britain and Northern Ireland, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey

EXCESS

The amount **you** must pay towards each claim.

FAMILY

The person **you** are married to or live with as if **you** were married, **your** children, foster children and any other person who permanently lives with **you**, but not lodgers, tenants or any other paying guests.

FLOOD

An invasion of the property by a large volume of water caused by a rapid build-up or sudden release of water from outside the **buildings**.

GARAGE

A structure originally built for storing a motor vehicle or **motor vehicles**.

GARDEN ITEMS

Flowerbeds, hedges, lawns, potted plants, shrubs or trees outside the **buildings** but within the boundaries of **your home**.

HEAVE

Upward movement of the ground beneath the **buildings** as a result of the soil expanding.

Definitions

HIGH-RISK PROPERTY

Jewellery, precious stones, articles made from gold, silver and other precious metals, clocks, watches, furs, photographic equipment, binoculars, telescopes, musical instruments, collectors' items, collections of fine wine or spirits, pictures and other works of art, rare and unusual figurines and ornaments, guns, collections of stamps, coins or medals.

HOME

The property shown at the address in the **schedule**, landlord's fixtures and fittings that **you** are responsible for, and the property's **garages** and **outbuildings** contained in the deeds outside the main boundary of the **home**, all at the same address and all used by **you** for domestic purposes only.

INCIDENT

Any event that might lead to a claim.

LANDSLIP

Downward movement of sloping ground.

MAXIMUM CLAIM LIMIT

The most **we** will pay for any one claim under any section (or its extension) as shown in the **schedule**.

- The **maximum claim limit** for section 1 - **Buildings** is shown in **your schedule**.
- The **maximum claim limit** for section 2 - **Contents** is shown in **your schedule**.
- The most **we** will pay for any one claim for **high-risk property** is shown in **your schedule**.
- The limit shown in the **schedule** for **high-risk property** applies within (not in addition to) the **maximum claim limit** for section 2 - **Contents** shown in the **schedule**.
- The **maximum claim limit** for section 3 – **Family Legal Expenses Insurance** is shown in **your schedule**.
- The **maximum claim limit** for section 4 – **Home Emergency Cover** is shown in **your schedule**.

If the limits shown in **your schedule** are not enough, please contact **your** insurance adviser.

MONEY

Cash, cheques, gift cards, postal and **money** orders, National Savings Stamps and Certificates, unused current postage stamps, gas, electricity, television licence or other service payment stamps, traveller's cheques, travel tickets, season tickets and luncheon vouchers, but not items used for business purposes.

MOTOR VEHICLES

Electrically or mechanically propelled or assisted vehicles of all types (whether designed for road use or not). This does not include:

- domestic garden machinery that does not have to be licensed;
- wheelchairs;
- registered disabled persons' buggies that cannot go over 8 miles an hour and which are not licensed for road use;
- electrically or mechanically propelled toys and models that cannot go over 8 miles an hour;
- electrically Assisted Pedal Cycles (EPACs) fitted with an electric motor or battery that offers assistance up to 15.5 miles per hour and does not replace the need to pedal; and
- golf trolleys which are controlled by someone on foot.

OUTBUILDINGS

Unless **we** agree otherwise in writing, these are sheds, greenhouses and other domestic structures but do not include:

- **garages**;
- carports;
- agricultural **buildings**;
- structures that are permanently open on one or more sides;
- structures that are lived in;
- any structure used to keep livestock of any kind;
- any structure which is not on a permanent foundation or base;
- tree houses;
- inflatable structures of any kind;
- any structure which is made of canvas, PVC or any other nonrigid material (except greenhouses); or
- any structure not within the boundary of the **home**, unless **we** agree otherwise in writing.

PERIOD OF INSURANCE

The period of time covered by this policy, as shown in **your schedule** or until cancelled. Each renewal represents the start of a new **period of insurance**.

PERSONAL BELONGINGS

Items worn, used or carried by **you** or **your family** in daily life, but not **money**, **credit cards** or items held or used for business purposes.

Definitions

POLICY ADMINISTRATION FEE

The amount charged and retained by **Uinsure** for the services provided to **you** in setting up and administering the policy. The **policy administration fee** is identified separately on **your schedule**.

SCHEDULE

The document that shows:

- **your** name and address;
- the **period of insurance**;
- the sections of this policy booklet that apply;
- the **excess**;
- the premium **you** must pay;
- the property that is insured;
- the **maximum claim limit**, and
- details of any extensions or endorsements.

We issue a **schedule** with each new contract of insurance when **you** renew the policy and when **we** change the policy cover.

SECURED

Outbuilding doors are fitted with a padlock or other key operated security device; outbuilding windows are closed or sealed.

Garage doors are fitted with a padlock or other key-operated security device; **garage** windows are closed or sealed.

SETTLEMENT

Downward movement as a result of the soil being compressed by the weight of the **buildings** within 10 years of construction.

SPECIFIED ITEMS

Specified items are items that have been individually identified to **us** and are shown in **your schedule**.

STATEMENT OF INSURANCE

The **statement of insurance** that contains the information **you** gave **us**. This includes information given on **your** behalf.

STORM

We consider **storm** to be a period of violent weather defined as:

- Wind speeds with gusts of at least 48 knots (55mph); or
- Torrential rainfall at a rate of at least 25mm per hour; or
- Snow to a depth of at least one foot (30 cms) 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 the **buildings** other than by **settlement**.

UINSURE

The policy administrator.

Uinsure Limited. Registered in England and Wales No. 06046870

Registered office: XYZ Building, Hardman Boulevard, Manchester, England, M3 3AQ

Trading office: Uinsure Limited, PO Box 5524, Manchester, M61 0QR.

Uinsure Limited is authorised and regulated by the Financial Conduct Authority No. 463689.

UNFURNISHED

A **home** with not enough furniture for someone to live in it.

UNOCCUPIED

A **home** not lived in or not intended to be lived in for more than 60 days in a row. Regular visits to the **home** or occasional overnight stays do not represent a break in this period.

URIS GROUP

URIS Group Limited. Registered in England and Wales No.2461657. Registered office: Quay Point, Lakeside Boulevard,Doncaster, South Yorkshire, DN4 5PL.

URIS Group Limited is authorised and regulated by the Financial Conduct Authority. No 307332 and undertakes certain policy administration functions on behalf of **Uinsure** and the insurer named on **your Schedule**.

VERMIN

Badgers, foxes, squirrels, rodents and other wild animals and birds (whether a protected species or not), which by their nature cause harm, damage or carry disease.

WE, OUR, US

The insurer named on **your schedule**, **Davies Group Limited**, **URIS Group** and **Uinsure**.

YOU

The person or people shown in the **schedule** as 'Applicants'.

YOUR

Belonging to **you** or for which **you** are legally responsible.

How to make a claim

BEFORE YOU CALL US

If something's been stolen, or **your** property has been damaged by a riot or vandalism, **you** must start by calling the Police. Please make sure **you** get a crime reference number.

It's really important that **you** don't throw away any damaged items until **we** say so.

Unless in the case of emergency, please do not carry out any repairs or replace any items without **us** agreeing to this first.

Finally, don't negotiate or settle any claims made against **you**, unless **we** have written to **you** to say **you** can.

CALL OUR 24 HOUR CLAIMS HELPLINE

You must contact **us** as soon as is reasonably possible by calling **us** on the number which is noted in **your schedule**.

Our helplines are open 365 days a year, 24 hours a day, so someone will always be here to get **your** claim started whenever **you** call **us**.

IF YOU NEED TO MAKE A LEGAL EXPENSES CLAIM

If **you** are making a claim on **your** Legal Expenses Insurance, please call 0344 770 1040 between the hours of 9.00am and 5.00pm, Monday to Friday.

IF YOU NEED TO MAKE A HOME EMERGENCY CLAIM

If **you** or **your family** are claiming for Home Emergency cover, please phone 0800 999 4215. This helpline is open 24 hours a day, 365 days a year. All calls are recorded for training purposes. Please refer to the claims guidelines under 'IF YOU NEED TO MAKE A HOME EMERGENCY CLAIM' on page 48 and have **your** policy number ready, which is noted on **your Schedule**.

HOW WE WILL HANDLE YOUR CLAIM

If **your** claim is an emergency, and something needs urgently repairing, **we** will arrange for one of **our** approved partners to contact **you** within two hours.

For non-emergencies, **we** will still make sure a repairer calls within 24 hours.

For any claim that is made **you** will need to be able to prove or substantiate that an actual insured **incident** covered by this policy has occurred. This could be a police report, photographic or actual evidence of the loss or damage **you** have suffered.

You will need to provide details of everything that's been lost, stolen or damaged, and **we** may ask for receipts or proof of purchase in some cases. If **we** approve **your** claim, **we** will ask **you** to pay the **excess**. **We** will then repair or replace **your** damaged, lost or stolen items, or rebuild **your** property, depending on the type of claim. Alternatively, **we** may make **you** a cash offer.

We will decide which way of paying **your** claim is most appropriate.

If **we** suggest a repair, rebuild or replacement, **we** may offer to use one of **our** own partners. All **our** repairs are guaranteed for one year. However, if **you** wish to use someone else, **you** are free to do so, but if this is more expensive than the rate **we** can get from one of **our** partners, **we** won't pay for the extra cost.

If **we** decide not to repair, rebuild or replace the **buildings** or **contents** that **you** are claiming for, **we** will offer to make **you** a cash payment. **We** work out the offer by calculating the loss in value of **your buildings** or **contents**, as well as the estimated cost of repairing or replacing them. **We** will then offer **you** the lower of these two amounts.

You will need to let **us** negotiate, defend or settle any disputes or claims on **your** behalf. **You** will also need to let **us** take legal action in **your** name to get back any payment **we** have made under this policy.

How to make a claim

HOW WE WILL SETTLE YOUR CLAIM

Important

You must make sure that the **maximum claim limit** is accurate.

- Under section 1 - **Buildings**, the **maximum claim limit** must be enough to fully rebuild **your buildings**, including the cost of demolishing any existing structures (if needed) and removing debris.
- Under section 2 - **Contents**, the **maximum claim limit** must be enough to replace all the **contents** of **your home** with new items of the same or nearest equivalent quality and type.
- For **specified items** of **personal belongings, high-risk property** or any other specified item, the amount shown on the **schedule** must be enough to replace the item as new.

When an **incident** happens:

- if the **maximum claim limit** under any section is less than the current cost of replacing as new, repairing or rebuilding the **buildings** as new **we** will apply the following:
- If, at the time of any loss or damage, the **maximum claim limit** is not enough to:
 - i) reconstruct **your** buildings
 - ii) replace the entire **contents** of **your home** as new or
 - iii) replace **personal belongings, high-risk property, pedal cycles** or any other specified item as new

we will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the **maximum claim limit**.

For example, if the premium **you** have paid for **your buildings** insurance is equal to 75% of what **your** premium would have been if **your buildings maximum claim limit** was enough to reconstruct **your buildings**, then **we** will pay up to 75% of any claim made by **you**.

If however the correct **maximum claim limit** is shown to exceed **our** acceptance terms and criteria **we** will refuse to pay **your** claim. **Your** policy may also be cancelled as it will be invalid.

Matching pairs or sets and collections

We treat each separate item of a matching pair or set, a collection, a set of furniture, sanitary suite or fittings, soft furnishings or other fixtures and fittings, as a single item. **We** will only pay in full for lost or damaged items.

Matching carpets

If **you** have a matching carpet or other floor covering in more than one room or area, **we** treat each room or area as separate. **We** will only pay for the damage to the carpet or floor covering in the room or area where the damage happened.

Buildings section

You must keep **your buildings** in good repair

Protecting sums insured

The **maximum claim limit** under the **buildings** and **contents** sections will not be reduced if **you** make a claim.

What your policy does not cover

The policy does not cover the following.

- Any loss or damage (including related cost or expense) caused by any act of terrorism no matter whether any other cause or event contributes at the same time or in any other order to the loss.

For the purpose of this exclusion, an act of terrorism means using or threatening to use:

- force or violence (or both); or
- biological, chemical or nuclear force.

The act must be carried out by any person or group of people, whether acting alone or on behalf of or in connection with any organisation or government, for political, religious or similar purposes, including the intention to influence any government or to put the public or any section of the public in fear. However, losses caused by or resulting from riot, strike, civil commotion and malicious damage are not excluded.

- Any action taken to control or prevent terrorism.
- Loss, damage, injury or legal liability caused by or in connection with or contributed to by:
 - i) riot or civil disturbance outside the United Kingdom, the Isle of Man or the Channel Islands;
 - ii) riot, civil disturbance, strikes, industrial action or malicious acts committed in Northern Ireland by people acting on behalf of or in connection with any political organisation;
 - iii) property being confiscated or detained by customs or other officials;
 - iv) pressure waves caused by aircraft and other flying objects travelling at any speed;
 - v) ionising, radiation or radioactive contamination from any nuclear fuel or nuclear waste arising from burning nuclear fuel;
 - vi) the radioactive, poisonous, explosive or other dangerous properties of any nuclear equipment or nuclear part of that equipment; or
 - vii) war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority.

Pollution or contamination by any substances, forces or emissions (such as radiation) or organisms, or any combination of them, if the pollution or contamination:

- did not happen suddenly;
- was the result of an intentional act;
- was expected or should have been expected;

- happened before the policy started; or
- is not reported to **us** as soon as possible and within 30 days of the end of the **period of insurance** in which it happened.
- Indirect losses (that is any loss, damage or additional expense, which happens as a result of, or is a side effect of, the event for which **you** are insured). This includes but is not limited to the following:
 - i) loss of earnings,
 - ii) travel costs,
 - iii) loss assessor fees,
 - iv) the cost of preparing a claim,
 - v) compensation for stress and/or inconvenience.
 - vi) Property more specifically covered by another policy of insurance.

Any criminal or deliberate act by **you** or **your family**.

Any reduction in the market value of any property following its repair or reinstatement.

Your policy does not cover claims arising from wear and tear, anything that happens gradually, depreciation, corrosion or rusting, damp, insects, **vermin**, fungus, condensation, breakdown and rot, fading, frost, the process of cleaning, dyeing, repairing, alteration, restoration or renovation.

Any loss or damage that does not arise from one identifiable event which directly and immediately caused the loss or damage

Loss or damage that would not have arisen if there had 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.

Any loss, damage, injury or accident that commenced before this policy came into force.

Any loss or damage to items that are not permanently kept in the **home** when not in use.

Section 1

Buildings

(This section applies only if shown in the **schedule**)

What is insured	What is not insured
<p>Your buildings are covered under this section.</p> <p>The most we will pay for loss of or damage to the buildings is the maximum claim limit shown in the schedule.</p> <p>The buildings identified in the schedule are covered for loss or damage caused by any of the following:</p>	<p>The excess shown in the schedule for every incident.</p>
1. Fire, smoke, explosion, lightning or earthquake.	1. Smoke damage arising gradually or out of repeated exposure
2. Riot, civil commotion and labour or political disturbances and strikes.	2. Loss or damage that is not reported to the police within seven days.
3. Malicious damage.	3. Malicious damage caused: <ul style="list-style-type: none">• by you or your family;• by a person lawfully allowed to be in your home; or• when your home is unoccupied or unfurnished.
4. The buildings being hit by: <ul style="list-style-type: none">• aircraft or other flying objects, or anything dropped from them;• fireworks;• vehicles, trains or trams;• falling aerials, masts or satellite dishes;• falling trees or branches;• animals or birds; or• lamp posts or telegraph poles.	4. Loss or damage <ul style="list-style-type: none">• caused by pets;• to aerials, aerial fittings, satellite dishes or masts;• arising from cutting down all or part of a fallen tree or the cost of cutting down all or part of a fallen tree and taking it away, unless the fallen tree has damaged your buildings; or• to hedges, gates and fences.
5. Storm or flood .	5. Loss or damage <ul style="list-style-type: none">• to gates, hedges and fences or swimming-pool, Jacuzzi and hot tub covers;• caused by frost;• caused by subsidence, ground heave or landslip (this damage is covered under cause 6); or• as a result of a rise in the water table.

Section 1

Buildings

(This section applies only if shown in the **schedule**)

What is covered?	What is not covered?
6. Subsidence or ground heave of the site the buildings stand on, or landslip .	6. Loss or damage: to the buildings or their foundations because the materials they are built from shrink or expand; <ul style="list-style-type: none">• caused by the compaction of infill;• to the buildings or their foundations by settlement of the site on which the buildings stand;• caused by the sea or river wearing away the land;• caused by defective materials, faulty design or faulty workmanship;• caused by foundations which do not meet the Building Regulations at the time of construction;• caused by foundations that do not meet the NHBC guidelines at the time of construction;• caused by demolishing, structurally altering or repairing the buildings;• to solid floor slabs or damage from solid floor slabs moving, unless the foundations underneath the outside walls of the main building are damaged at the same time and by the same cause;• to walls, gates, hedges, outbuildings, fences, paths, drives, patios, swimming pools, ornamental pools, tennis courts, drains, septic tanks, pipes, cables and oil tanks , unless the main building is damaged at the same time and by the same cause; or• for which compensation is provided by contract or legislation.
7. Theft or attempted theft.	7. Loss or Damage : <ul style="list-style-type: none">• by you or any member of your family, domestic employees, lodgers, paying guests, anybody visiting your property in relation to your business, tenants; or• when your home is unoccupied or unfurnished.

Section 1

Buildings

(This section applies only if shown in the **schedule**)

What is covered?	What is not covered?
<p>8. Escaping Water.</p> <p>Water leaking from or freezing in any fixed domestic water or drainage installation, heating installation, washing machine, dishwasher, water bed, fish tank, refrigerator or deep-freeze cabinet.</p> <p>We will also reimburse costs you have to pay to find where the water is leaking from, including the cost of repairs to walls, floors or ceilings (Trace and Access cover).</p>	<p>8. Loss or damage:</p> <ul style="list-style-type: none">to the fixed domestic water or heating system itself; or when the main building of your home is unoccupied or unfurnished;subsidence, heave or landslip of the site the buildings stand on caused by escape of water (this damage is insured under cause 6 and the corresponding exclusions and excess apply); orcaused by water overflowing from wash basins, sinks, bidets, showers and baths, as a result of taps being left on (covered under cause 21 Accidental Damage if operative); orcaused by failure or lack of sealant and/or grout. <p>Repairs to the pipework or other parts of the water or heating system unless caused by freezing.</p> <p>Costs we have not agreed to.</p>
<p>9. Oil leaking from a fixed domestic oil-fired heating system, including smoke or smudge damage caused by evaporation from a faulty oil-fired heating system.</p> <p>We will also reimburse costs you have to pay to find where oil is leaking from, including the cost of repairs to walls, floors or ceilings (Trace and Access cover).</p>	<p>9. Loss or damage when your home is unoccupied or unfurnished.</p> <p>Repairs to the pipework or other parts of the heating system.</p> <p>Costs we have not agreed to.</p>
<p>10. Underground pipes, drains and cables</p> <p>The cost of repairing accidental breakage to the fabric of cables, underground pipes, drains and tanks (and their inspection covers) serving your home and for which you are responsible.</p>	<p>10. Cleaning blocked drains, unless the blockage is caused by damage to the fabric of the drains insured under this section.</p> <p>Natural failure, wear and tear of drains.</p> <p>Deterioration of materials, faulty design and drainage which did not meet the Building Regulations at the time of construction.</p> <p>Damage to pitch fibre drains caused by delamination (separation of the layers) or as a result of pressure applied to them by the weight of soil or other covering materials.</p>
<p>11. Buyer's cover</p> <p>If you have exchanged contracts to sell your home, we will give the buyer the benefit of the insurance under this section until the sale is completed, unless the buyer has insurance cover elsewhere.</p>	<p>11. Any amount above the amount shown in the schedule.</p>

Section 1

Buildings

(This section applies only if shown in the **schedule**)

What is covered?	What is not covered?
<p>12. Property owner's liability.</p> <p>We will pay all amounts you or a member of your family legally have to pay for causing;</p> <ul style="list-style-type: none">• death, bodily injury, illness or disease; and• loss of or damage to property; <p>which is caused by an accident happening in or around the buildings during the period of insurance and which arise:</p> <ul style="list-style-type: none">• from you owning but not occupying the buildings; or• from 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 happened (this insurance will continue for seven years from the date your policy ends or is cancelled, but will not apply if the policy is invalid or your liability is covered by a more recent policy). <p>The most we will pay for any one claim, or series of claims arising from one cause, is the maximum claim limit shown in the schedule.</p> <p>If you die, we will indemnify (protect) your legal representative against your or your family's liability.</p>	<p>12. Any amount for death, bodily injury, illness or disease to you, your family or any domestic employee.</p> <p>Any amount for loss or damage to property owned, leased, let, rented, hired, lent or entrusted to you.</p> <p>Liability arising in connection with:</p> <ul style="list-style-type: none">• any lift (other than a stairlift) you own or you are responsible for maintaining;• any deliberate or malicious act;• occupation of any land or building;• using the home for any business, trade, profession or employment; or• any agreement unless you would have had that liability without the agreement. <p>Liability arising from the Third Party Wall etc. Act 1996.</p> <p>We will not pay for legal costs, damage, losses, as well as any money you are legally obliged to pay to other people, if you are insured under any other liability policy (including more specific policies such as your pet, travel or pedal cycle insurance) until the Maximum Amount Payable under that policy has been exhausted.</p> <p>Any amount above the amount shown in the schedule.</p>
<p>13. Professional fees and costs.</p> <p>Necessary expenses for rebuilding or repairing the buildings as a result of a valid claim under this section, including:</p> <ul style="list-style-type: none">• architects', surveyors' and legal fees;• the cost of clearing debris from the site, clearing drains and demolishing or shoring up the buildings; and• other costs necessary to keep to government or local authority requirements, unless you had received notice to meet the requirements before the damage happened.	<p>13. The cost of preparing a claim.</p>

Section 1

Buildings

(This section applies only if shown in the **schedule**)

What is covered?	What is not covered?
<p>14. Glass and sanitaryware</p> <p>Accidental breakage to:</p> <ul style="list-style-type: none">• fixed glass in windows and doors;• ceramic hobs built into cookers that are permanent fixtures in your home;• sanitary fixtures and fittings in your home; and• solar panels.	<p>14. Loss or damage caused by scratching or denting.</p> <p>Damage caused when your home is unoccupied or unfurnished.</p> <p>The cost of replacing undamaged items.</p> <p>Damage to window or door frames.</p>
<p>15. Rent and alternative accommodation</p> <p>We will pay the costs of necessary alternative accommodation for you, your family and your pets if the buildings cannot be lived in because of damage insured by this section.</p> <p>This includes where a local authority prohibits you from living in them following loss or damage to a neighbouring property.</p> <p>Rent you would have received while the buildings cannot be lived in because of a valid claim under this section.</p> <p>This cover is a separate benefit provided in addition to (not within) the maximum claim limit for buildings.</p>	<p>15. Any amount above the amount shown in the schedule.</p>
<p>16. If you sell your home</p> <p>If you have exchanged contracts to sell your home, we will continue to provide cover until the sale goes through as long as:</p> <ul style="list-style-type: none">• this period is not more than 60 days from the date of exchanging contracts (or in Scotland, the date of "conclusion of missives"); and• you have already insured your new home under this policy.	<p>16.</p>
<p>17. Protection against damage caused by emergency services.</p> <p>We will pay for damage to your buildings caused by the emergency services if they cause damage while getting into your home to deal with an emergency.</p> <p>We will also pay for damage to your garden items (including re-landscaping costs) if caused by the emergency services while they are attending an emergency at your home.</p>	<p>17.</p>

Section 1

Buildings

(This section applies only if shown in the **schedule**)

What is covered?	What is not covered?
<p>18. Protection against squatters</p> <p>If squatters live in your home, we will pay up to the maximum claim limit shown in the schedule towards your legal costs for removing them. You must get our agreement in writing before you start proceedings to receive this benefit.</p> <p>The most we will pay in any one period of insurance is shown in the schedule.</p> <p>This cover is a separate benefit provided in addition to (not within) the maximum claim limit for buildings.</p>	<p>18. Legal costs for removing the squatters while your home or any part of it is:</p> <ul style="list-style-type: none">• lent, let or sublet to or occupied by someone who is not a member of your family; or• unoccupied or unfurnished. <p>Costs we have not agreed to in writing.</p> <p>Any amount above the amount shown in the schedule.</p>
<p>19. Replacement locks and keys</p> <p>We will pay the cost of replacing and installing locks on outside doors if:</p> <ul style="list-style-type: none">• your keys are lost outside the home or are stolen; or• they are damaged inside the home by an event insured under this section. <p>If you insure both your buildings and contents under this policy and make a valid claim for replacement locks and keys, we will make one claims payment under either your buildings or contents section of cover. It is not possible to make a claim under both buildings and contents cover for the same incident.</p> <p>The most we will pay for any one claim is the amount shown in the schedule.</p>	<p>19. Any amount above the amount shown in the schedule.</p>
<p>20. Newly acquired fixtures</p> <p>We will cover your newly acquired fixtures for loss or damage covered under this section for a period of 60 days from the date that you purchase them if your buildings maximum claim limit is exceeded. We reserve the right not to insure any newly acquired fixtures after the 60th day. For this cover to apply you must agree with us to increase the buildings maximum claim limit and pay any additional premium that is due.</p> <p>The most that we will pay for any one claim is the amount shown in the schedule.</p> <p>This cover is a separate benefit provided in addition to (not within) the maximum claim limit for buildings.</p>	<p>20. Any amount above the amount shown in the schedule.</p>

Section 1

Buildings - Accidental Damage Cover

(This section applies only if shown in the **schedule**)

What is insured	What is not insured
<p>Your buildings are covered under this section.</p> <p>The most we will pay for loss of or damage to the buildings is the maximum claim limit shown in the schedule.</p>	<p>The excess shown in the schedule for every incident.</p>
<p>21. Accidental Damage</p>	<p>21. Loss or damage:</p> <ul style="list-style-type: none">• caused by movement of the land the buildings are on;• caused by any part of the buildings moving, settling or shrinking;• demolishing or structurally altering or repairing the buildings;• caused by storm damage to fences, gates, hedges and swimming pool covers;• arising from cutting down all or part of a fallen tree or the cost of cutting down all or part of a fallen tree and taking it away, unless the fallen tree has damaged your buildings;• caused by faulty workmanship, design or materials;• caused by chewing, scratching, tearing or fouling by pets;• caused by electrical or mechanical breakdown;• caused by a person when your home or any part of it is lent, let or sublet;• when your home is unoccupied or unfurnished; or• specifically excluded under Buildings Sections 1-20 above.

Section 2

Contents

(This section applies only if shown in the **schedule**)

What is insured	What is not insured
<p>You and your family's contents are covered when they are:</p> <ul style="list-style-type: none">• in the buildings of the home; or• in the open but within the boundary of the home. <p>The contents are covered up to the maximum claim limit shown in the schedule when in the main building of your home. However, the most we will pay for any one claim for:</p> <ul style="list-style-type: none">• High Risk Property;• Business equipment;• Contents in the open;• Money;• Credit Cards;• Deeds and documents; or• Metered Oil and water <p>is the maximum claim limit shown in the schedule for these items.</p>	<p>The excess shown in the schedule for every incident.</p> <p>Anything more specifically insured in another part of this policy.</p> <p>Any amount above the maximum claim limit shown in the schedule.</p>
1. Fire, smoke, explosion, lightning or earthquake.	1. Smoke damage arising gradually or out of repeated exposure
2. Riot, civil commotion and labour or political disturbances and strikes.	2. Loss or damage that is not reported to the police within seven days.
3. Malicious damage.	3. Malicious damage caused: <ul style="list-style-type: none">• by you or your family;• by a person lawfully allowed to be in your home;• when your home is unoccupied or unfurnished; or• by computer viruses.
4. Storm or flood .	4. Storm or flood damage to property away from your home and not in a building.

Section 2

Contents

(This section applies only if shown in the **schedule**)

What is covered?	What is not covered?
<p>5. Your home being hit by:</p> <ul style="list-style-type: none">• aircraft or other flying objects, or anything dropped from them;• fireworks;• vehicles, trains or trams;• falling aerials, masts or satellite dishes;• falling trees or branches;• animals or birds; or• lamp posts or telegraph poles.	<p>5. Loss or damage caused by pets.</p> <p>The cost of cutting down all or part of a fallen tree and taking it away, unless the fallen tree has damaged your contents.</p> <p>Damage caused by cutting down all or part of a tree.</p>
<p>6. Subsidence or ground heave of the site your buildings stand on, or landslip.</p>	<p>6. Loss or damage caused by:</p> <ul style="list-style-type: none">• the sea or river wearing away the land;• faulty design or construction of the buildings or their foundations;• demolishing, altering or repairing the buildings; or• the foundations of the building or the materials from which they are built shrinking or expanding. <p>Loss or damage for which compensation is provided by contract or legislation.</p>
<p>7. Escaping water.</p> <p>Water leaking from any fixed domestic water or drainage installation, heating installation, washing machine, dishwasher, water bed, fish tanks, refrigerator or deep-freeze cabinet.</p>	<p>7. Loss or damage:</p> <ul style="list-style-type: none">• to the fixed domestic water or heating system itself; or when the main building of your home is unoccupied or unfurnished;• caused by water overflowing from wash basins, sinks, bidets, showers and baths, as a result of taps being left on (covered under cause 33 Accidental Damage if operative); or• caused by failure or lack of sealant and/or grout.

Section 2

Contents

(This section applies only if shown in the **schedule**)

What is covered?	What is not covered?
<p>8. Theft or attempted theft.</p> <p>The most we will pay for any one claim for theft of contents from an outbuilding, secured outbuilding or garage is the maximum claim limit shown for these in the schedule.</p>	<p>8. Loss or damage:</p> <ul style="list-style-type: none">• by deception, unless entry only is gained by deception;• by you or any member of your family, domestic employees, lodgers, paying guests, anybody visiting your property in relation to your business, or tenants;• when your home is unoccupied or unfurnished;• when your home or any part of it is lent, let or sublet to or occupied by someone who is not a member of your family unless force causing damage to the main building of the home was used to get in or out of the building; or• of money, unless force causing damage to the main building of the home was used to get into or out of the building.
<p>9. Damage caused by oil leaking from a fixed domestic oil-fired heating system, including smoke or smudge damage caused by evaporation from a faulty oil-fired heating system.</p>	<p>9. Loss or damage to the fixed domestic oil-fired heating system itself.</p>
<p>10. Accidental breakage to televisions (and their aerials) video and audio installations, satellite dishes, receivers or decoders, games consoles or desktop personal computers within or fixed to your home.</p>	<p>10. Damage:</p> <ul style="list-style-type: none">• when your home is unfurnished or unoccupied• to items designed or intended to be hand-held, carried or portable, including but not limited to e-readers, smartphones, netbooks, tablet computers, MP3 players, satellite and navigation systems.• to laptop computers;• to musical instruments;• to television sets, caused whilst using electronic gaming equipment;• caused by anyone living in your home who is not a member of your family;• to records, discs, CD's , DVDs, Blu Ray discs, USB flash drives or other data storage devices;• caused by electrical or mechanical breakdown;• caused by scratching or denting; or• caused by computer viruses.

Section 2

Contents

(This section applies only if shown in the **schedule**)

What is covered?	What is not covered?
<p>11. Accidental breakage in your home to:</p> <ul style="list-style-type: none">• fixed glass in furniture (but not glass in pictures or clocks);• glass shelves;• glass tops to furniture;• fixed glass in mirrors; or• ceramic hobs in free-standing cookers and ceramic tops in free-standing cookers.	<p>11. Loss or damage when your home is unfurnished or unoccupied caused by scratching or denting.</p>
<p>12. Accidental loss of metered water or oil in domestic heating systems. The most we will pay is the maximum claim limit shown in the schedule.</p> <p>This cover is a separate benefit provided in addition to (not within) the maximum claim limit for contents.</p>	<p>12. Any amount above the amount shown in the schedule. Loss while the home is unoccupied or unfurnished.</p>
<p>13. Damage to food in any refrigerator or deep freezer caused by:</p> <ul style="list-style-type: none">• a rise or fall in temperature; or• contamination by refrigerant or refrigerant fumes. <p>The most we will pay is the maximum claim limit shown in the schedule.</p>	<p>13. Loss or damage caused by:</p> <ul style="list-style-type: none">• your power supply being cut off by the supplier; or• a strike, a lockout or an industrial dispute. <p>Loss or damage when your home is unoccupied or unfurnished.</p> <p>Any amount above the amount shown in the schedule.</p>

Section 2

Contents

(This section applies only if shown in the **schedule**)

What is covered?

14. Public and personal liability.

We will pay all amounts **you** or a member of **your family** legally have to pay for causing:

- death, bodily injury, illness or disease; or
- loss of or damage to property;

which is caused by an accident happening during the **period of insurance** and arising;

- from **your** occupation (but not ownership) of the **buildings**;
- in a private role not connected with owning the **buildings**; or
- from the employment by **you** or **your family** of **domestic employees**.

The most **we** will pay for any one claim, or series of claims arising from one cause, is the **maximum claim limit** shown in the **schedule** plus any costs and expenses **we** agree in writing.

If **you** die, **we** will indemnify (protect) **your** legal representative against **your** or **your family's** liability.

What is not covered?

14. Death, bodily injury, illness or disease suffered by **you**, **your family** or a domestic employee.

Loss or damage to property owned, leased, let, rented, hired, lent or entrusted to **you** or **your family**.

Liability arising out of owning, using or possessing any:

- mechanically powered or motorised vehicles, except garden machinery, wheelchairs, registered disabled persons' buggies that cannot go over 8 miles an hour and which are not licensed for road use and pedestrian- controlled models or toys that cannot go over 8 miles an hour;
- golf trolleys (controlled by someone on foot)
- aircraft (including model aircraft, gliders, hang-gliders, microlights and drones);
- hovercraft, boards or any other craft or equipment designed for use in or on water, other than pedestrian- controlled models or toys and hand or foot-propelled boats;
- caravans, horse boxes, trailers or trailer tents;
- Electrically Assisted Pedal Cycles
- firearms, except legally held sporting guns used for sporting purposes;
- dog of a type specified under section 1 of the Dangerous Dogs Act 1991 or any later amendments to that act; or
- lift (other than a stairlift) **you** own or **you** are responsible for maintaining.

Injury or damage:

- in connection with an assault or alleged assault;
- or arising from:
- any deliberate or malicious act;
- hunting or racing of any kind, except on foot; or
- **your** business, trade, profession or employment.

Liability arising from the Third Party Wall etc. Act 1996.

We will not pay for legal costs, damage, losses, as well as any **money you** are legally obliged to pay to other people, if **you** are insured under any other liability policy (including more specific policies such as **your** pet, travel or pedal cycle insurance) until the Maximum Amount Payable under that policy has been exhausted.

Section 2

Contents

(This section applies only if shown in the **schedule**)

What is covered?	What is not covered?
	<p>Liability arising from:</p> <p>Any disease or virus that you pass on to another person.</p> <p>Any liability you have under a contract, unless you would have had that liability without the contract.</p> <p>Any action for damages brought in a court outside the United Kingdom, the Channel Islands and the Isle of Man.</p> <p>Any amount above the amount shown in the schedule.</p>
<p>15. Liability for domestic employees.</p> <p>We insure you against your legal liability for all amounts you have to pay for accidental bodily injury which happens to any of your domestic employees during the course of their work or which is caused by you during the period of insurance.</p> <p>Cover applies anywhere in the world if the contract of service was entered into in the United Kingdom, the Isle of Man or the Channel Islands.</p> <p>The most we will pay for any one claim, or series of claims arising from one cause, is the maximum claim limit shown in the schedule plus any costs and expenses we agree in writing.</p>	<p>15. Any amount above the amount shown in the schedule.</p> <p>Arising out of the use of a vehicle</p>

Section 2

Contents

(This section applies only if shown in the **schedule**)

What is covered?

16. **Contents** temporarily removed.

Your contents are covered for loss or damage as a result of causes 1 to 9 of this section when they are temporarily removed from **your home** but within the United Kingdom, the Isle of Man or the Channel Islands. However, for theft of **your contents** (excluding **money**), the theft must be from:

- any bank or safe deposit, or while **you** or any member of **your family** are taking the items to or from the bank or safe deposit;
- a **home** or a building **you** or **your family** are working or living in temporarily; or
- any other building if there are visible signs that force or violent means were used to get into or out of the building.

Money is covered away from **your home** only if it is stolen from a building and there are visible signs that force or violent means were used to get into or out of the building.

The most **we** will pay for any one claim is the amount shown in the **schedule**.

What is not covered?

16. Loss or damage:

- to any item kept in a furniture depository (a furniture depository is a commercial furniture warehouse that protects the items stored from theft, damage or weather conditions);
- caused by theft or attempted theft from an unlocked hotel room, motel room, bed-and-breakfast **bedroom** or other similar temporary lodging;
- by **storm, flood** or malicious damage to items not in a building;
- in halls of residence or student accommodation;
- to any item taken out of **your home** to sell, display or exhibit;
- during removals; or
- from a caravan, mobile **home** or motor **home**.

Any amount above the amount shown in the **schedule**.

Section 2

Contents

(This section applies only if shown in the **schedule**)

What is covered?

17. Tenant's liability.

We insure **you** against **your** legal liability as a tenant of **your home** for all amounts **you** have to pay for:

- damage to the structure of **your home**, or to the landlord's fixtures, fittings and interior decorations, caused by the causes 1 to 9 under section 2 of this policy;
- damage to carpets and flooring caused by **accidental damage**, or by causes 1 to 9 under section 2 of this policy.
- the cost of repairing **accidental damage** to the cables, underground pipes and drains (and their inspection covers) which serve **your home**;
- accidental breakage to fixed glass in windows, doors, fanlights, skylights, greenhouses, conservatories and verandas; and
- accidental breakage to fixed sanitary fittings and bathroom fittings.

The most **we** will pay for any one claim, or series of claims arising from one cause, is the **maximum claim limit** shown in the **schedule** plus any costs and expenses **we** agree in writing.

If **you** make a claim **you** will need to provide evidence that **you** are legally liable for the damage

What is not covered?

17. Any amount above the amount shown in the **schedule**.

Loss or damage while **your home** is **unoccupied** or **unfurnished**.

Loss or damage excluded under any of the causes 1 to 9 of section 2 - **Contents**.

Damage to carpets and flooring caused by domestic pets.

Section 2

Contents

(This section applies only if shown in the **schedule**)

What is covered?	What is not covered?
<p>18. Unpaid damages.</p> <p>We 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.</p> <p>We will pay the amount if:</p> <ul style="list-style-type: none">• you have not received full payment within three months of the date of the award;• the bodily injury or damage happened in the United Kingdom, the Isle of Man or the Channel Islands;• you would have had a valid claim under cause 14 of this policy if the award had been made against you; and there is not going to be an appeal. <p>After we have made a payment, we may enforce your rights against the person who should have made the payment. (In this case, we will keep any amounts we get back.)</p> <p>The most we will pay for any one claim, or series of claims arising from one cause, is the maximum claim limit shown in the schedule plus any costs and expenses we agree in writing.</p>	<p>18. Any amount above the amount shown in the schedule.</p>
<p>19. Rent and alternative accommodation.</p> <p>If you cannot live in your home because of damage insured under this section:</p> <ul style="list-style-type: none">• we will pay the cost of necessary alternative accommodation for you, your family and your pets until you can live in your home again; and• This includes if the buildings cannot be lived in because a local authority prohibits you from living in them following loss or damage to a neighbouring property <p>The most we will pay in any one period of insurance is shown in the schedule.</p> <p>This cover is a separate benefit provided in addition to (not within) the maximum claim limit for contents.</p>	<p>19. Any amount above the amount shown in the schedule.</p>

Section 2

Contents

(This section applies only if shown in the **schedule**)

What is covered?	What is not covered?
<p>20. Replacement locks and keys.</p> <p>We will pay the cost of replacing and installing locks on outside doors if:</p> <ul style="list-style-type: none">• your keys are lost outside the home or are stolen; or• they are damaged inside the home by an event insured under this section. <p>If you insure both your buildings and contents under this policy and make a claim for replacement locks and keys, we will make one claims payment under either your buildings or contents section of cover. It is not possible to make a claim under both buildings and contents cover for the same incident.</p> <p>The most we will pay for any one claim is the amount shown in the schedule.</p>	<p>20. Any amount above the amount shown in the schedule.</p>
<p>21. Household removal.</p> <p>If your contents are professionally packed and carried, we will insure you against loss or damage to the contents while they are:</p> <ul style="list-style-type: none">• being transported anywhere in the United Kingdom, the Channel Islands or the Isle of Man between your old address and your new address;• on their way to or from a furniture depository; and• being loaded or unloaded.	<p>21. Loss of or damage:</p> <ul style="list-style-type: none">• to glass or other fragile items;• to property in storage or in a furniture depository. (A furniture depository is a commercial furniture warehouse that protects the items stored from theft, damage or weather conditions);• caused by electrical or mechanical breakdown; or• of money.
<p>22. Fatal injury</p> <p>If you or any member of your family have a fatal injury:</p> <ul style="list-style-type: none">• caused by a fire in your home; or• as a result of an assault in your home; <p>we will pay the amount shown in the schedule for the person who dies, but only if they die within 12 months of the fire or assault.</p>	<p>22. Any amount above the amount shown in the schedule.</p>

Section 2

Contents

(This section applies only if shown in the **schedule**)

What is covered?	What is not covered?
<p>23. Wedding and Civil Ceremony Gifts, Religious Festivals and Birthdays</p> <p>The maximum claim limit under this section is increased by the amount shown in the schedule for 30 days before and 30 days after your or any member of your family's birthday, wedding day or civil ceremony, to cover gifts and the cost of items bought for the celebration . During this period, we will insure the items against loss or damage when they are:</p> <ul style="list-style-type: none">• in your home;• in the building where the celebration is held; or• being transported between your home and the celebration. <p>This increase will only affect the maximum claim limit and does not increase any other limits shown in the policy or schedule.</p>	<p>23. Any amount above the amount shown in the schedule.</p>
<p>24. Guests' personal belongings</p> <p>We will cover your guests' and visitors' personal belongings while in your home for the causes insured 1 to 9 listed on the previous pages if they are not insured under any other policy.</p> <p>The most we will pay is the amount shown in the schedule.</p> <p>This cover is a separate benefit provided in addition to (not within) the maximum claim limit for contents.</p>	<p>24. Loss or damage excluded under any of the causes 1 to 9 of section 2 - Contents.</p> <p>Loss or damage if any item is insured under any other policy.</p> <p>Any amount above the amount shown in the schedule.</p>
<p>25. Shopping in transit</p> <p>Loss of or damage to food and other items while you are bringing them to your home from the shop or shops where you bought them.</p> <p>The most we will pay is the amount shown in the schedule.</p> <p>This cover is a separate benefit provided in addition to (not within) the maximum claim limit for contents.</p>	<p>25. Loss or damage caused by theft or attempted theft from an unattended motor vehicle or where a motor vehicle is stolen, unless:</p> <ul style="list-style-type: none">• the item is kept in a locked covered boot or glove compartment;• all access points to the vehicle are closed and locked;• any extra security systems are activated; or• there is evidence that forcible and violent entry took place. <p>Any amount above the amount shown in the schedule.</p>

Section 2

Contents

(This section applies only if shown in the **schedule**)

What is covered?	What is not covered?
<p>26. Tenant's home improvements</p> <p>If you are a tenant of your home, we will pay for loss of or damage to interior decorations and any home improvements you have paid for, as long as this loss or damage is as a result of any of the causes covered in this section.</p> <p>The most we will pay in any one period of insurance is the maximum claim limit shown in the schedule.</p> <p>This cover is a separate benefit provided in addition to (not within) the maximum claim limit for contents</p>	<p>26. Any amount above the amount shown in the schedule.</p>
<p>27. Counselling fees</p> <p>If you or members of your family suffer emotional stress as a result of a cause insured under this section, we will pay you the cost of any professional counselling provided</p> <p>we have approved the counselling</p> <p>counselling has been recommended by a qualified medical practitioner</p> <p>The most we will pay is the amount shown in the schedule.</p> <p>This cover is a separate benefit provided in addition to (not within) the maximum claim limit for contents.</p>	<p>27. Any amount above the amount shown in the schedule.</p>
<p>28. Dual contents cover</p> <p>We will cover your contents up to the maximum claim limit shown in your schedule while they are in a new home that you have exchanged, but not completed contracts on, one week before you move into the new home.</p> <p>The most we will pay is the amount shown in the schedule.</p>	<p>28. Any amount above the amount shown in the schedule.</p>

Section 2

Contents

(This section applies only if shown in the **schedule**)

What is covered?	What is not covered?
<p>29. Garden Items</p> <p>We will pay for loss or damage caused to hedges, lawns and plants that you own, which are outside the main building but within the boundaries of the home, by any of the following.</p> <ul style="list-style-type: none">• Theft;• Fire, lightning or explosion;• Storm or flood;• Malicious damage;• Accidental damage caused by any person other than you or your family;• Wild animals;• Television aerials, satellite dishes and masonry falling from the building;• Branches falling from trees; or• We will also pay for loss or damage to trees and shrubs caused by theft. <p>The most we will pay is the amount shown in the schedule.</p> <p>This cover is a separate benefit provided in addition to (not within) the maximum claim limit for contents.</p>	<p>29. Malicious damage caused by:</p> <ul style="list-style-type: none">• you or your family; or• a person lawfully allowed to be in your home. <p>Loss or damage:</p> <ul style="list-style-type: none">• caused by pets;• caused by subsidence, landslip or heave;• caused by smoke or bonfires; <p>Loss or damage caused in connection with your trade, business or profession.</p> <p>Any amount above the amount shown in the schedule.</p>
<p>30. Loss or damage to downloaded data.</p> <p>We will pay for loss or damage covered under this section to non-recoverable electronic data that you or a member of your family have legally downloaded following loss or damage to contents by causes 1-9 in this Section 2. The most we will pay in any one period of insurance is the amount shown in the schedule.</p>	<p>30. Any amount above the amount shown in the schedule.</p> <p>Loss or damage to any data not commercially available at the time of loss.</p> <p>The cost of remaking or recreating any non-recoverable music, film or electronic data.</p>

Section 2

Contents

(This section applies only if shown in the **schedule**)

What is covered?	What is not covered?
<p>31. Newly acquired contents.</p> <p>We will cover your newly acquired contents for loss or damage covered under this section for a period of 60 days from the date that you purchase them if your contents maximum claim limit is exceeded. We reserve the right not to insure any newly acquired contents after the 60th day. For this cover to apply you must agree to increase the contents maximum claim limit and pay any additional premium that is due.</p> <p>The most we will pay for any one claim is the amount shown in the schedule.</p> <p>This cover is a separate benefit provided in addition to (not within) the maximum claim limit for contents.</p>	<p>31. Any amount above the amount shown in the schedule.</p>
<p>32. Student belongings.</p> <p>We will pay for loss or damage as a result of causes 1 to 9 of this section, to contents belonging to or the responsibility of you or a member of your family when they are in halls of residence or any other term time student accommodation where you or a member of your family are living whilst attending boarding school, college or university.</p> <p>The most we will pay for any one claim is the amount shown in the schedule.</p> <p>The most we will pay for any one item is the amount shown in the schedule.</p>	<p>32. Loss of money.</p> <p>Loss or damage caused by theft or attempted theft unless there is evidence that forcible and violent entry took place.</p> <p>Any amount above the amount shown in the schedule.</p>

Section 2

Contents - Accidental Damage Cover

(This section applies only if shown in the **schedule**)

What is insured	What is not insured
<p>You and your family's contents are covered under this section. the schedule for these items.</p>	<p>The excess shown in the schedule for every incident.</p>
<p>33. Accidental damage</p>	<p>33. Loss or damage:</p> <ul style="list-style-type: none">• specifically excluded under Contents causes 1-32 above;• to clothing, including furs;• to documents or securities such as share or bond certificates;• to money;• to food and drink;• to sports equipment when it is being used;• to reeds, strings or drum skins of musical instruments;• to dentures while being used for eating;• to contact or corneal lenses;• to crowns, caps or fillings in teeth;• caused by scratching or denting;• when your home is unfurnished or unoccupied;• when your home or any part of it is lent, let, sublet or lived in only by someone who is not a member of your family;• caused by chewing, scratching, tearing or fouling by pets;• caused by electrical or mechanical breakdown;• caused by computer viruses;• caused by faulty workmanship or design;• caused by your power supply being cut off by the supplier; or• caused by rain or water entering the home, as a result of faulty workmanship, poor maintenance or wear and tear. <p>Any amount over £500, unless we have agreed a higher amount in writing, for damage to items of glass, china, porcelain, earthenware, stone or other fragile or brittle material while they are being handled</p>

Section 2

Contents - Personal Belongings Cover

(This section applies only if shown in the **schedule**)

What is insured	What is not insured
<p>Your personal belongings are covered under this section.</p>	<p>The excess shown in the schedule for every incident.</p>
<p>1. Your and your family's personal belongings, money and credit cards and high-risk property are covered for loss or damage in Europe and also for up to 60 days anywhere else in the world in any period of insurance.</p> <p>The most we will pay:</p> <ul style="list-style-type: none">• You can claim up to £2,500 for each individual item unless they are specified on your schedule.• The most we will pay for any specified item is the maximum claim limit shown in the schedule next to each item.• For money, credit cards and mobile phones the most we will pay for any one claim is the maximum claim limit shown in the schedule.	<p>1. Loss happening within the home to items which are not high-risk property.</p> <p>Loss or damage:</p> <ul style="list-style-type: none">• to motor vehicles, trailers, caravans, boats or the accessories or associated equipment belonging to any of these;• to sports equipment when it is being used for its intended purpose;• to reeds, strings or drum skins of musical instruments whilst they are being used for their intended purpose ;• to dentures while being used for eating;• to crowns, caps or fillings in teeth;• to camping equipment;• to documents and securities such as driving licences, passports, share or bond certificates;• to portable televisions, car audio or car audio-visual equipment;• to china or glass (except spectacles);• to contact or corneal lenses;• to furniture or household goods;• to trees, shrubs or plants growing in the garden;• to animals;• caused by chewing, scratching, tearing or fouling by pets.• caused by theft or attempted theft from an unlocked hotel room, motel room, bed-and-breakfast bedroom or other similar temporary lodging; or• to items used for business or professional purposes other than personal laptops, tablets and mobile phones that are used for occasional business use.

Section 2

Contents - Personal Belongings Cover

(This section applies only if shown in the **schedule**)

What is covered?	What is not covered?
	<p>Loss or damage caused by theft or attempted theft from an unattended motor vehicle or where a motor vehicle is stolen, unless:</p> <ul style="list-style-type: none"> the item is kept in a locked covered boot or glove compartment; all access points to the vehicle are closed and locked; any extra security systems are turned on; and there is evidence that forced and violent entry took place. <p>Electrical or mechanical breakdown.</p>
<p>2. Your and your family's pedal cycles are covered for loss or damage in Europe and also for up to 60 days anywhere else in the world in any one period of insurance.</p> <p>We will pay for accessories or removable parts of pedal cycles provided they are lost or damaged at the same time and by the same incident as the pedal cycle;</p> <p>The most we will pay for pedal cycles is £1000 unless they are specified on your schedule for a higher amount.</p>	<p>2. Theft or attempted theft of an unattended pedal cycle away from the home unless the pedal cycle is either:</p> <ul style="list-style-type: none"> in a locked building; or secured by a suitable chain and padlock (or cycle lock) to a post, cycle rack or immovable object. <p>Loss or damage:</p> <ul style="list-style-type: none"> to mopeds or motorised pedal cycles where the motorised element is capable of speeds above 15.5mph to pedal cycles being used or while practising for racing, pace making or testing of any kind; to pedal cycles you do not keep at home when not in use; or Caused by mechanical breakdown. <p>Cuts, bursts or punctures to tyres.</p>

Policy conditions

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

Please note that these conditions do not apply to Section 3 - Family Legal Expenses optional cover insurance and Section 4 - Home Emergency optional insurance cover which have their own policy conditions.

1. THE CONTRACT OF INSURANCE

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

- **your** policy wording booklet;
- **your schedule**;
- any endorsements on **your** policy, as set out in **your schedule**;
- any changes to **your home** insurance policy contained in notices issued by **us** at renewal;

In return for **you** paying **your** premium, **we** will provide the cover shown on **your schedule** on the terms and conditions of this policy booklet during the **period of insurance**.

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

2. INFORMATION YOU HAVE GIVEN US

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

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this policy as if it never existed and decline all claims. If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your** policy and any claim.

For example, **we** may:

- treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;
- amend the terms of **your** insurance which may impact how **we** deal with a claim;
- reduce the amount **we** pay. On valid claims **we** will pay in proportion to the premium that has been paid. For example, if **you** have paid half the premium **you** should have, then **we** will only pay half of **your** claim; or

- cancel **your** policy.

We will write to **you** if **we**:

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

If **you** become aware that the information **you** have given **us** is inaccurate, **you** must inform **us** as soon as possible. **Your schedule** and **statement of insurance** show the cover **you** have selected. The choices **you** have made will depend on **your** personal circumstances. **You** should check **your schedule** and **statement of insurance** carefully to ensure **you** have the level of cover **you** require.

3. CHANGES

We have relied on the answers that **you** gave which has allowed **us** to assess the chance of **you** suffering a loss, based on statistics that **we** have gathered over many years. The information allowed **us** to decide what premium to charge **you** and what conditions should apply to **your** cover.

If any of the answers were incorrect or have changed and **you** have not received **our** written agreement to the change or extra information, **your** policy may not be valid. If the policy is not valid, **you** cannot make a claim. As a guide, here are a few examples of changes that **you** must tell **us** about as soon as possible. The list does not cover all possible changes.

- if **you** change **your** address;
- if **you** or **your family** receive a conviction, or are prosecuted (except for motoring offences where a prison sentence has not been served);
- if **you** commence any conversions, extensions, renovations or structural work to **your buildings** (Please note: Painting, decorating, tiling, internal joinery, electrical work, plastering, window replacement, installation of central heating or replacement of bathroom and/or kitchen fixtures and fittings do not need to be disclosed);
- about any changes to **your buildings** that will increase the rebuilding costs;
- about any increase in the value of **your contents** or **personal belongings**;
- if someone other than a member of **your family** comes to live with **you**; and
- if **your home** will be **unoccupied** for more than 60 days in a row.

Please remember that if **you** do not tell **us** about changes, it may affect any claim **you** make. These changes may result in a change to **your** premium and/or **excess**.

4. THE LAW THAT APPLIES

This contract is written in English and all communications about it will be in English. Unless **we** have agreed

Policy conditions

otherwise, this contract of insurance will be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England.

5. RIGHTS OF THIRD PARTIES

Nothing contained in this contract gives anyone else any rights under the Contracts (Rights of Third Parties) Act 1999 or any legislation that amends the Act.

6. OTHER INSURANCES

If **you** have any other insurance policies that cover the same loss, damage or liability as this policy, **we** will only pay **our** share of any claim.

7. PRECAUTIONS

You must take care to:

- keep **your home** in a good state of repair; and
- avoid or limit any loss, damage or injury.

8. SECURITY

In certain circumstances (such as if **you** live in a particular area), **we** may insist that **your home** meets **our** minimum security requirements and **our** Minimum standards of security **endorsement** will apply to **your** policy and **we** will print an **endorsement** on **your schedule**.

9. CANCELLING THE POLICY AND THE COOLING-OFF PERIOD

You have 14 days from when **you** receive **your** policy documents or enter into this contract, whichever is later, to contact **Uinsure** if **you** want to cancel **your** policy. This is known as a cooling-off period. If **you** cancel **your** policy during this period of time, provided **you** have not made a claim, **we** will refund **your** full premium and **policy administration fee**. **You** may cancel **your** policy any time after the cooling-off period by contacting **Uinsure**. As long as **you** have not made a claim, **we** will refund **your** premium for the time that was left on **your** policy, but not the **policy administration fee**. If any claim has been made during the period of cover provided, **you** must pay the full annual premium and **you** will not be entitled to any refund.

We or anyone **we** authorise can cancel this policy at any time by sending **you** fourteen days' notice in writing. **We** will send the notice to the last known address **we** have for **you**. As long as **you** have not made a claim, **we** will refund **you** for the time that was left on **your** policy. If any claim has been made during the period of cover provided, **you** must pay the full annual premium and **you** will not be entitled to any refund. **We** will only cancel this insurance for a valid reason.

Examples include:

- non-payment of premium;
- a change in risk occurring which means that **we** can no longer provide **you** with insurance cover;
- non-cooperation or failure to supply any information or documentation **we** request; or
- threatening or abusive behaviour or the use of threatening or abusive language.

For cancellation of Section 3 – Family Legal Expenses, please see page 42 of **your** policy.

For cancellation of Section 4 – Home Emergency Cover, please see page 56 of **your** policy.

Important Note

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

10. FRAUDULENT CLAIMS

We will not pay for any claim that is in any way fraudulent or exaggerated, or if **you** or anyone acting for **you** uses fraud to get benefits under the policy. If **you** do, **we** will cancel the policy from the date of the fraudulent act and **we** will not refund any premiums. **We** will also inform the Police of the circumstances relating to the fraudulent act.

We reserve the right to recover any amounts already paid for claims upon the discovery of fraud.

11. FINANCIAL SANCTIONS

We will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation. If any such prohibition or restriction takes effect during the **period of insurance** **we** may cancel this policy immediately by giving **you** written notice at **your** last known address. If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **period of insurance**, provided no claims have been paid or are outstanding.

12. INDEX-LINKING

Your insurer estimates rebuild costs for **your home** and the renewal premium will be calculated on the adjusted sum insured. **Your schedule** will show the blanket sum insured for which **you** are covered. The sum insured will be adjusted monthly in line with a recognised index and will continue to be following any loss, destruction or damage during the period required for reinstatement or repair. The most **we** will pay for any claim is shown on **your** policy **schedule**.

Policy conditions

13. LANGUAGE

The contractual terms and conditions and other information relating to this contract will be in the English language.

14. 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.

15. RENEWAL

For **your** convenience and protection **we** will write to **you** in good time before the end of the **period of insurance** confirming next year's premium, any changes to **your** policy and whether **you** need to contact **us** to complete **your** renewal.

Uinsure may annually review **your** policy, including **your** insurer and **your** renewal price, and will write to **you** prior to **your** renewal date, confirming any change in **your** insurer or policy terms and conditions.

16. SEVERAL LIABILITY CLAUSE

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

Section 3

Family Legal Expenses (Optional) (This section applies only if shown in the **schedule**)

Throughout section 3 there are certain words printed in bold. These words have special meanings which are shown below.

ADVERSE COSTS

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

ADVISER

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

ADVISERS' COSTS

Reasonable legal or accountancy fees and disbursements incurred by the **Adviser** with **Our** prior written authority. Legal expenses shall be assessed on the standard basis and third party's **costs** shall be covered if awarded against **You** and paid on the standard basis of assessment.

CONDITIONAL FEE AGREEMENT

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

CONFLICT OF INTEREST

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

CONTRACT OF EMPLOYMENT

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

COSTS

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

DAILY RATE

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

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

DATA PROTECTION LEGISLATION

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

DISCLOSURE BREACH

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

EMPLOYEE

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

EXCESS

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

Property section: £250

All other sections Nil

HM REVENUE AND CUSTOMS FULL ENQUIRY

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

INSURER

AmTrust Europe Limited.

INSURED EVENT

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

IDENTITY FRAUD

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

JURY SERVICE

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

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

Section 3

Family Legal Expenses (Optional)

(This section applies only if shown in the **schedule**)

LEGAL ACTION(S)

The pursuit or defence of civil legal cases for damages or injunctions, the defence of criminal prosecutions to do with **Your** employment and the defence of motor prosecutions.

MAXIMUM AMOUNT PAYABLE

We will pay up to £100 per hour plus VAT up to a **Maximum Amount Payable** in respect of an **Insured Event** which is £150,000.

PERIOD OF INSURANCE

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

STANDARD ADVISERS' COSTS

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

TAX

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

TERRITORIAL LIMITS

The United Kingdom.

WE/US/OUR

Arc Legal Assistance Limited.

YOU/YOUR/YOURSELF

Any person who has paid the premium, or on whose behalf the premium has been paid and been declared to **Us** and is permanently resident at the property covered under the household insurance to which this cover attaches. Cover also applies to that person's family members normally resident with them including **Your** children who may not be resident with **You** for part of the year due to their attendance at university or college. If **You** die **Your** personal representatives will be covered to pursue or defend cases covered by this insurance on **Your** behalf that arose prior to **Your** death.

Section 3

Family Legal Expenses (Optional)

(This section applies only if shown in the **schedule**)

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

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

- a. **Our Standard Advisers' Costs**; or
- b. the amount recoverable under the Civil Procedure Fixed Recoverable Costs Regime, whichever is the lower amount.

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

1. The **Insured Event** takes place in the **Period of Insurance** and within the **Territorial Limits** and;
2. The **Legal Action** takes place in the **Territorial Limits**.

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

What is insured	What is not insured
<p>CONSUMER PURSUIT</p> <p>Advisers' Costs to pursue Legal Action following a breach of a contract You have for buying or renting goods or services for Your private use. The contract must have been made after You first purchased this insurance unless You have held this or equivalent cover with Us or another insurer continuously from or before the date on which the agreement was made.</p>	<p>Claims:</p> <ul style="list-style-type: none">• Where the amount in dispute is less than £125 plus VAT; or <p>For and/or in any way related to professional negligence; or</p> <ul style="list-style-type: none">• Arising from a dispute with any government, public or local authority.
<p>PERSONAL INJURY</p> <p>Advisers' Costs to pursue a Legal Action for damages following an accident resulting in Your personal injury or death against the person or organisation directly responsible.</p> <p>If the Legal Action is going to be decided by a court in England or Wales and the damages You are claiming are above the small claims track limit, the Adviser must enter into a Conditional Fee Agreement which waives their own fees if You fail to recover the damages that You are claiming in the Legal Action in full or in part. If the damages You are claiming are below the small claims track limit Advisers' Costs will not be covered but You can access the legal helpline for advice on how to take Your case further.</p>	<p>Claims:</p> <ul style="list-style-type: none">• Arising from medical or clinical treatment, advice, assistance or care;• For stress, psychological or emotional injury unless it arises from You suffering physical injury; or• For illness, personal injury or death caused gradually and not caused by a specific sudden event.

Section 3

Family Legal Expenses (Optional)

(This section applies only if shown in the **schedule**)

What is covered?	What is not covered?
<p>PROBATE</p> <p>Advisers' Costs to pursue legal proceedings within the Territorial Limits by You in respect of a probate dispute involving the will of Your deceased parents or grandparents, children, step-children or adopted children where You are contesting a will as a named beneficiary or as a member of a class of beneficiaries with an immediate interest.</p>	<p>Claims:</p> <ul style="list-style-type: none">In respect of any dispute or costs where a will has not been previously made or concluded or cannot be traced.
<p>CONSUMER DEFENCE</p> <p>Advisers' Costs to defend Legal Action brought against You following a breach of a contract You have for selling Your own personal goods. The contract must have been made after You first purchased this insurance unless You have held this or equivalent cover with Us or another insurer continuously from or before the date on which the agreement was made.</p>	<p>Claims:</p> <ul style="list-style-type: none">Where the amount in dispute is less than £125 plus VAT; orArising from a dispute with any government, public or local authority.
<p>PROPERTY INFRINGEMENT</p> <p>Advisers' Costs to pursue actions for nuisance or trespass against the person or organisation infringing Your legal rights in relation to Your main home.</p>	<p>Claims:</p> <ul style="list-style-type: none">Where the nuisance or trespass started within the first 180 days after You first purchased this insurance unless You have held equivalent cover with Us or another insurer continuously for a period of at least 180 days leading up to when the nuisance or trespass first started.In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.
<p>TAX</p> <p>Standard Advisers' Costs incurred by an Accountant if You are subject to an HM Revenue and Customs Full Enquiry into Your personal Income Tax position.</p> <p>This cover applies only if You have:</p> <ul style="list-style-type: none">Maintained proper, complete, truthful and up to date records;Made all returns at the due time without having to pay any penalty;Provided all information that the H M Revenue and Customs reasonably requires.	<p>Claims:</p> <ul style="list-style-type: none">Where deliberate misstatements or omissions have been made to the authorities;For accountancy fees which relate to Your business trade or profession;Where income has been under-declared because of false representations or statements by You;For Standard Advisers' Costs for any amendment after the tax return has initially been submitted to the HM Revenue and Customs.

Section 3

Family Legal Expenses (Optional)

(This section applies only if shown in the **schedule**)

What is covered?	What is not covered?
<p>EMPLOYMENT DISPUTES</p> <p>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: -</p> <p>(a) Contract of Employment; or</p> <p>(b) legal rights under employment laws.</p>	<p>Claims:</p> <ul style="list-style-type: none">• Where the breach of contract occurred within the first 90 days after You first purchased this insurance unless You have held equivalent cover with Us or another insurer continuously for a period of at least 90 days leading up to when the breach first occurred.• 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);• For Standard Advisers' Costs of any disciplinary investigatory or grievance procedure connected with Your Contract of Employment or the costs associated with any settlement agreement;• Where the breach of contract is alleged to have commenced or to have continued after termination of Your employment;• For an allegation of less favourable treatment between men and women in terms of pay and conditions of employment; or• For any hearing fees and issue fees which You may be required to pay in order to bring a claim at an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man).
<p>SCHOOL ADMISSION DISPUTES</p> <p>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.</p>	<p>Claims:</p> <ul style="list-style-type: none">• Arising where examinations or other selection criteria are part of the acceptance process;• Where the process for appealing against the decision to refuse a place at the school has not been adhered to; or• Where the child has been suspended, expelled or permanently excluded from another school.
<p>MOTOR PROSECUTION DEFENCE</p> <p>Advisers' Costs to defend a Legal Action in respect of a motoring offence, arising from Your use of a vehicle. Pleas in mitigation are covered where there is a 51% or greater prospect of such a plea materially affecting the likely outcome.</p>	<p>Claims:</p> <ul style="list-style-type: none">• For alleged road traffic offences where You did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving whilst under the influence of alcohol or non-prescribed drugs, or prescription medication where You have been advised by a medical professional not to drive;• For Standard Advisers' Costs where You are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy; or• Parking offences which cannot lead to points on Your licence.

Section 3

Family Legal Expenses (Optional)

(This section applies only if shown in the **schedule**)

What is covered?	What is not covered?
<p>JURY SERVICE</p> <p>We will pay a Daily Rate for the duration You are off work while attending jury service for each whole day of such attendance providing these costs are not recoverable from Your employer or the court.</p> <p>We will pay 50% of the Daily Rate for each additional half day You are off work while attending jury service providing these costs are not recoverable from Your employer or the court.</p>	
<p>TENANCY DISPUTE</p> <p>Advisers' Costs to pursue a Legal Action:-</p> <p>a) Following Your unlawful eviction from a property occupied by You under an Assured Shorthold Tenancy. Cover under this section applies to Your permanent place of residence only;</p> <p>b) Against a landlord following a material breach of a tenancy agreement. The 'material breach' is a breach which has resulted in, or if not rectified is likely to result in the property being unfit for habitation;</p> <p>We will provide this cover as long as the eviction happens within the Period of Insurance and within the Territorial Limits.</p>	<p>Claims</p> <ul style="list-style-type: none">• Where the dispute occurs within the first 90 days after You first purchased this insurance unless You held equivalent cover with Us or another insurer continuously for a period of at least 90 days leading up to when the dispute first occurred;• To do with the non-payment of rent;• To defend any legal proceedings against You;• For a dispute with any local authority, public authority or government department; or• Where the cost of resolving the problem is £250 or below.
<p>PERSONAL IDENTITY FRAUD</p> <p>Costs arising from Identity Fraud:</p> <p>a) To defend Your legal rights and/or take reasonable steps to remove County Court Judgments against You that have been obtained by an organisation from which You are alleged to have purchased, hired or leased goods or services. Cover is only available if You deny having entered into the contract and allege that You have been the victim of Identity Fraud;</p> <p>b) To deal with all organisations that have been fraudulently applied to for credit, goods or services in Your name or which are seeking monies or have sought monies from You as a result of Identity Fraud;</p> <p>c) In order to liaise with credit referencing agencies and all other relevant organisations on Your behalf to advise that You have been the victim of Identity Fraud;</p> <p>You must agree to be added to the CIFAS Protection Register if We recommend it.</p>	<p>Claims:</p> <ul style="list-style-type: none">• Where You have not been the victim of Identity Fraud;• Where You did not take action to prevent Yourself from further instances of Identity Fraud following an Insured Incident;• Where the Identity Fraud has been carried out by somebody living with You; or• 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.

Section 3

Family Legal Expenses (Optional)

(This section applies only if shown in the **schedule**)

GENERAL EXCLUSIONS

1. There is no cover where:
 - **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed.
 - An estimate of **Your Advisers' Costs** of acting for **You** is more than the amount in dispute
 - **Advisers' Costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which **We** have given **Our** prior written approval
 - **Your Insurer** repudiates the insurance policy or refuses indemnity
2. There is no cover for:
 - Claims over loss or damage where that loss or damage is insured under another insurance
 - Claims made by or against Uinsure, Davies Group, Uris Group, the **Insurer**, the **Adviser** or **Us**
 - Any claim **You** make which is false or fraudulent or exaggerated.
 - Defending **Legal Actions** arising from anything **You** did deliberately or recklessly
 - **Adviser's Costs** if **Your** 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 dispute between **You** and someone **You** live with or have lived with
 - **Your** business trade or profession other than as an **Employee**
 - An application for a judicial review
 - Defending or pursuing new areas of law or test cases

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.

IMPORTANT POLICY CONDITIONS

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

Prospects of Success

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

Proportional Costs

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

Duty of Disclosure

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

Freedom of Choice

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

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

Section 3

Family Legal Expenses (Optional)

(This section applies only if shown in the **schedule**)

GENERAL CONDITIONS

Cancellation

You may cancel this insurance at any time by writing to Uinsure, Customer Services, PO Box 1189, Doncaster, DN1 9RP, providing fourteen days written notice. If **You** exercise this right within 14 days of taking out this insurance, **You** will receive a refund of premium provided **You** have not already made a valid claim under this insurance and do not intend to make a claim under this insurance.

If **You** pay annually, **You** can cancel this insurance at any other time and **You** will receive a partial refund of premium proportionate to the unexpired period of this insurance, as long as **You** have not made a claim under this insurance and do not intend to make a claim under this insurance.

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

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

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

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, **Our** position has been prejudiced. For claims relating to Identity Fraud, these must be reported within 45 days of **You** becoming aware of the incident.
- b. **We** may investigate the claim and take over and conduct the legal proceedings in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a settlement of the legal proceedings.
- c. **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. Where it is necessary to start court proceedings or a **Conflict**

of Interest arises, and **You** wish to nominate a legal representative to act for **You**, **You** may do so. Where **You** have elected to use a legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**. The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment which are available on request.

d. The **Adviser** will:

- i. Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained.
 - ii. Keep **Us** fully advised of all developments and provide such information as **We** may require.
 - iii. Keep **Us** advised of **Advisers' Costs** incurred.
 - iv. Advise **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are not accepted there shall be no further cover for **Advisers' Costs** unless **We** agree in **Our** absolute discretion to allow the case to proceed.
 - v. Submit bills for assessment or certification by the appropriate body if requested by **Us**.
 - vi. Attempt recovery of costs from third parties.
- e. In the event of a dispute arising as to **Advisers' Costs** **We** may require **You** to change **Adviser**.
- f. The **Insurer** shall only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- g. **You** shall supply all information requested by the **Adviser** and **Us**.
- h. **You** are responsible for any **Advisers' Costs** if **You** withdraw from the **Legal Action** without **Our** prior consent. Any costs already paid under this insurance will be reimbursed by **You**.
- i. **You** must instruct the **Adviser** to provide **Us** with all information that **We** ask for and report to **Us** as **We** direct their own cost.

Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'Customer Services Information'), any dispute between **You** and **Us** shall be

Section 3

Family Legal Expenses (Optional)

(This section applies only if shown in the **schedule**)

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.

Prospects of Success

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

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

Proportionality

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

Other Insurances

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

Disclosure

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

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

Fraud

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

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

English Law and Language

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

Change in Law

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

Section 3

Family Legal Expenses (Optional)

(This section applies only if shown in the **schedule**)

CUSTOMER SERVICES INFORMATION

How to make a claim

As soon as **You** have a legal problem that **You** may require assistance with under this insurance **You** should telephone the legal helpline. In general terms, **You** are required to immediately notify **Us** of any potential claim or circumstances which may give rise to a claim. If **You** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the legal helpline.

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.

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 a claim form. If **Your** problem is not covered under this insurance, the help line may be able to offer **You** assistance under a private funding arrangement. Simply telephone 0344 770 1040 and quote "Uinsure Family Legal Expenses Insurance".

Additional Legal Services

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

- Legal expenses arising from the sale or purchase of the home and re-mortgaging
- Divorce and child custody issue

PRIVACY AND DATA PROTECTION NOTICE

Data Protection

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

HOW WE USE YOUR PERSONAL DATA AND WHO WE SHARE IT WITH

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

Sensitive Personal Data

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

Disclosure of Your Personal Data

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

Your rights

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

Retention

Your data will not be retained for longer than is necessary and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance

Section 3

Family Legal Expenses (Optional)

(This section applies only if shown in the **schedule**)

contract, or **Our** business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

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

Section 3

Family Legal Expenses (Optional)

(This section applies only if shown in the **schedule**)

CUSTOMER SERVICE

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

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

Our contact details are:

Arc Legal Assistance Ltd, PO Box 8921, Colchester, CO4 5YD

Telephone: 01206 615000

Email: customerservice@arclegal.co.uk

The Financial Ombudsman Service contact details are:

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR

Tel No: 0800 023 4567 or 0300 123 9123

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

Website: www.financial-ombudsman.org.uk

Compensation

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

Authorisation

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

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

Section 4

Home Emergency Cover (Optional) (This section applies only if shown in the **schedule**)

Home Emergency Cover is an optional extension to **Your Home** Insurance policy and is separately administered by Legal Protection Group Limited (**We, Us, Our**) and underwritten by Alwyn Insurance Company Limited (the **Insurer**). Further information about **Us** and the **Insurer** can be found under the DEFINITIONS in this section.

YOUR HOME EMERGENCY INSURANCE CONTRACT

In return for **You** paying or agreeing to pay the premium for this section and following an **Emergency**:

We will arrange the **Emergency** assistance services shown in **Your** Schedule and detailed in this section, subject to its terms, exclusions, conditions and any endorsements; and

the **Insurer** will pay **Emergency Assistance Costs** which **We** have agreed to for **Emergency Repairs**.

Provided that:

- the **Emergency** happens in the **Territorial Limit**;
- the **Emergency** is reported to **Us** upon discovery and within the **Period Of Insurance**; and
- an **Insured** Person agrees to use an **Authorised Repairer** selected by **Us** and agrees to **Our** or the **Authorised Repairer's** decision on the most suitable method to resolve the **Emergency**.

WHAT IS NOT COVERED BY HOME EMERGENCY

This section is designed to provide cover for an **Emergency** only and is not intended to cover matters which can be prevented through routine general maintenance such as servicing the **Main Source of Heating**. This section also does not cover the cost of replacement parts which tend to wear out over a period of time such as replacing a washer in a tap.

Examples of events not classed as an **Emergency** include, but are not limited to:

- Water dripping from a tap and escaping safely down a drain.
- A light bulb which no longer works and needs replacing.
- A plug fuse which needs replacing.
- The **Main Source Of Heating** is making a rattling noise but is still functioning.

Routine maintenance can help prevent an **Emergency** from happening or can reduce the extent of damage caused to **Your Home**. The following can help to protect **Your Home**:

- Regular servicing of gas appliances by a Gas Safe engineer to reduce the risk of a boiler breakdown or a build-up of carbon monoxide. Please note that boiler breakdowns are not covered under this section unless **Your** boiler has been serviced in line with the manufacturer's recommendations within the 12 months prior to the **Emergency**.
- Getting electrics checked by a registered electrician to reduce the risk of power cuts.
- Cleaning basins, baths and shower drains to prevent the risk of blockages.
- Disposing of rubbish and food waste correctly to prevent the risk of an infestation of **Pests**.
- Visibly check the roof for any dislodged or damaged tiles which could lead to water ingress.

Please note that there is no cover under this section for any claim arising from interruption, disconnection or failure of the mains electricity, gas or water supplies. Before checking any cover available under this policy, please first note the following ways to resolve a more serious issue or rule out a failure of **Your** mains supply:

- If a situation arises which could cause injury to any person or major damage to **Your Home**, the **Emergency** services should be contacted immediately.
- If an **Insured** Person has reason to believe that there is a gas leak, they should contact the National Gas Emergency Service immediately on 0800 111 999 and follow their instructions.
- If **Your Home** suffers a power cut or outage, firstly check **Your** fuse box to make sure one of the fuses has not tripped. If this does not resolve the issue then the relevant utilities company responsible for supplying the service should be contacted.
- If there is no water supply or the water pressure in **Your Home** has dropped and there are no planned interruptions to **Your** water supply, the relevant utilities company responsible for supplying the service should be contacted.

Section 4

Home Emergency Cover (Optional)

(This section applies only if shown in the **schedule**)

IF YOU NEED TO MAKE A HOME EMERGENCY CLAIM

- a. Be ready to provide the full address and postcode of **Your Home** and supply as much information as possible about what has happened which will help **Us** to give the best possible advice and decide on the most appropriate form of assistance. If **We** agree that the **Emergency** requires the attendance of a contractor to carry out **Emergency Repairs**, **We** will always appoint an **Authorised Repairer**.
- b. Under no circumstances should an **Insured Person** instruct a contractor or incur any **Emergency Assistance Costs** before **We** have agreed to help as the **Insurer** will not pay any costs incurred without **Our** agreement.
- c. The **Authorised Repairer** will always aim to carry out **Emergency Repairs** within the timescales given to an **Insured Person** but this may not always be possible and weather or traffic conditions or excessive demand could adversely affect these timescales. **We** will always let the **Insured Person** know of any delays as soon as possible.
- d. The **Authorised Repairer** will attempt to carry out a **Temporary Repair** and it is then **Your** responsibility to carry out any subsequent **Permanent Repair**. Where a **Permanent Repair** is no more costly than a **Temporary Repair**, the **Authorised Repairer** will attempt a **Permanent Repair** but this will always depend on the circumstances and type of **Emergency**.
- e. If the cost of **Emergency Repairs** are likely to exceed the maximum amount the **Insurer** will pay for each **Emergency** (see DEFINITIONS – **Emergency Assistance Costs**), the **Authorised Repairer** can continue to provide **Emergency Repairs**, subject to **Your** agreement, but **You** will be responsible for any additional costs.
- f. **We** will not provide cover for an **Emergency** if it happens or was known about before the start date of this section or within 24 hours of the start date if this section is taken out separately to **Your Home** insurance.
- g. If **We** are unable to cover an **Insured Person's** claim then, subject to the extent of work required, **We** may still be able to arrange for an **Authorised Repairer** to visit **Your Home** but this will be under a separate agreement between **You** and the **Authorised Repairer** and all costs will be **Your** responsibility.
- h. If **Your** boiler is under a manufacturer's warranty or guarantee, any repair work undertaken under this policy may invalidate that warranty / guarantee. **We** strongly

advise that **You** check the warranty / guarantee terms and conditions and contact the manufacturer to arrange a repair before making a claim under this section. **We** will not be held liable in the event that **Our** repair work invalidates any warranty or guarantee.

Section 4

Home Emergency Cover (Optional) (This section applies only if shown in the **schedule**)

Throughout section 4 there are certain words printed in bold. These words have special meanings which are shown below.

AUTHORISED REPAIRER

An appropriate tradesperson, appointed by **Us**, to respond to the **Emergency**.

DOMESTIC ELECTRIC, GAS OR WATER SUPPLY

The permanent electrical wiring system, gas or water supply pipe which supplies domestic power or water to **Your Home**, which **You** are legally responsible for. This does not include:

- the mains water, electricity or external gas supply which is the responsibility of the relevant utility company;
- lead pipework;
- photovoltaic systems.

EMERGENCY

A sudden and unforeseen incident which needs to be dealt with immediately to avoid:

- causing damage or further damage to **Your Home**;
- making **Your Home** unsafe, insecure or uninhabitable;
- leaving **Your Home** without any **Domestic Electric, Gas Or Water Supply, Plumbing And Drainage** or **Main Source Of Heating**; or
- exposing any person to a risk to their health and/or to their safety.

EMERGENCY ASSISTANCE COSTS

The **Insurer** will pay the following:

- for insured incident Overnight Accommodation – up to £100 (including VAT) per **Insured** Person, subject to a total maximum of £250 (including VAT); and
- for insured incident Boiler Contribution – up to £500 (including VAT); and
- for all other **insured** incidents – up to the maximum amount shown in **Your** Schedule (which includes VAT) to cover an **Authorised Repairer's** call-out charge, labour costs and, where necessary, parts and materials.

EMERGENCY REPAIRS

Repairs and/or work carried out by an **Authorised Repairer** to resolve the immediate **Emergency**. This may involve a **Temporary Repair** or a **Permanent Repair** (if this is no

more costly than a **Temporary Repair**).

HOME

The private residence that **You** own or rent and permanently live in, which is located in the **Territorial Limit**. This does not include:

- gates, walls, fences, hedges, garages (other than integral garages), sheds, greenhouses and any other outbuildings not designed to be permanently lived in;
- cesspits, fuel tanks, septic tanks or swimming pools; and
- any shared facilities or communal parts of a property where **You** do not have sole responsibility.

INSURED PERSON

You and any person who lives in or is staying at **Your Home** with **Your** permission.

INSURER

This section is underwritten by Alwyn Insurance Company Limited.

P.O. Box 1338, First Floor Grand Ocean Plaza, Ocean Village, Gibraltar.

Registered in Gibraltar, number 106261. Authorised and regulated by the Gibraltar Financial Services Commission.

MAIN SOURCE OF HEATING

The main gas, electric or oil fuelled hot water or central heating system in **Your Home**. This does not include:

- any form of non-domestic heating, warm air systems or any form of geothermal or solar power; or
- boilers over 238,000 btu net input (70 Kilowatt).

PLUMBING AND DRAINAGE

The water pipework, water storage and waste water drainage system which **You** are legally responsible for. This does not include pipes, public sewers or drainage systems which are the responsibility of the relevant utility company or service undertaking.

PERIOD OF INSURANCE

The period of time covered by this section as shown in **Your** Schedule and any further period(s) this section is renewed for.

Section 4

Home Emergency Cover (Optional) (This section applies only if shown in the **schedule**)

PERMANENT REPAIR

Repairs and/or work required to put right the fault which caused the **Emergency** on a permanent basis. An **Authorised Repairer** may be able to complete this if it can be carried out during the same **Emergency** and at no more cost than a **Temporary Repair**, otherwise this will be **Your** responsibility.

PESTS

Wasps' or hornets' nests, rats, house or field mice, cockroaches.

TEMPORARY REPAIR

Repairs and/or work carried out by an **Authorised Repairer** to immediately resolve the **Emergency** but which will need to be replaced by a **Permanent Repair**.

TERRITORIAL LIMIT

The United Kingdom of Great Britain and Northern Ireland.

UNECONOMICAL

Where the cost to repair the item (including parts and labour) is greater than 75% of the cost of replacing the item as new.

WE, US, OUR

Legal Protection Group Limited, who administer and manage this section on behalf of the **Insurer**. Registered in England and Wales, company number 10096688.

Head and Registered Office: 8 Pinkers Court, Briarlands Office Park, Gloucester Road, Rudge Way, Bristol BS35 3QH. Website: www.legalprotectiongroup.co.uk

Legal Protection Group Limited (firm reference number 749446) is an appointed representative of Riviera Insurance Services Limited (firm reference number 786116). Riviera Insurance Services Limited is authorised and regulated by the Financial Conduct Authority.

Legal Claims Group Limited, who administer all claims under this section on behalf of the **Insurer**. Registered in England and Wales, company number 11033103.

Head and Registered Office: 8 Pinkers Court, Briarlands Office Park, Gloucester Road, Rudge Way, Bristol BS35 3QH.

YOU, YOUR

The person named in the Schedule who has purchased this section.

Section 4

Home Emergency Cover (Optional)

(This section applies only if shown in the **schedule**)

What is insured	What is not insured
<p>PLUMBING AND DRAINAGE Emergency Repairs following:</p> <ul style="list-style-type: none"> a. failure or damage to the Plumbing and Drainage system which is likely to result in internal flooding or water damage; b. Blockage of the only working or accessible toilet in Your Home; c. Blockage of external Plumbing and Drainage which can be cleared by jetting. 	<ul style="list-style-type: none"> i. External toilets, taps, overflows and pipes which do not cause or risk internal water damage. ii. Blockages caused by wilful misuse of the toilet. iii. Replacing central heating radiators, water tanks, cylinders. iv. Any claim arising from hard water scale deposits, including descaling work. v. Any leaks which do not result in flooding or water damage. vi. Repairing domestic appliances, except leaks from fixed external pipes. vii. Waste disposal units, swimming pools or hot tubs.
<p>DOMESTIC ELECTRIC, GAS OR WATER SUPPLY Emergency Repairs following an Emergency which occurs as a result of a complete failure of the Domestic Electric, Gas Or Water Supply in Your Home.</p>	<ul style="list-style-type: none"> i. Any failure solely affecting: <ul style="list-style-type: none"> a. lighting outside Your Home; b. alarm or surveillance systems; c. swimming pools or their plumbing and filtration systems; d. leisure equipment. ii. Replacing or adjusting light bulbs. iii. Any claim arising from hard water scale deposits, including descaling work.
<p>EXTERNAL WINDOWS, DOORS AND LOCKS Emergency Repairs following an Emergency which occurs as a result of failure to function or damage to the external doors, windows or locks in Your Home.</p> <p>Please note that an Authorised Repairer will attempt to make Your Home safe and secure which may involve boarding up windows and/or repairing broken locks.</p>	<ul style="list-style-type: none"> i. Garages or outbuildings. ii. Internal doors, glass or locks. iii. Window locks. iv. Doors which fail to open due to swelling.

Section 4

Home Emergency Cover (Optional) (This section applies only if shown in the **schedule**)

What is covered?	What is not covered?
<p>LOST, DAMAGED OR STOLEN KEYS Emergency Repairs following an Emergency which occurs as a result of the keys to the external doors to Your Home:</p> <ul style="list-style-type: none">a. unexpectedly breaking; orb. becoming lost or stolen; orc. getting locked inside Your Home <p>and there is no immediate access to a spare set.</p> <p>Please note that an Authorised Repairer will attempt to gain access to Your Home and where necessary, make it safe and secure which may involve boarding up windows and/or repairing broken locks.</p>	<ul style="list-style-type: none">i. Keys to garages and outbuildings.
<p>MAIN SOURCE OF HEATING Emergency Repairs following an Emergency which occurs as a result of the complete failure to function or breakdown of the Main Source Of Heating in Your Home.</p>	<ul style="list-style-type: none">i. Where, in the Authorised Repairer's opinion, the failure of Your Main Heating System:<ul style="list-style-type: none">a. does not constitute an Emergency; orb. is due to Your neglect or failure to maintain the boiler (including failure to service the boiler in line with the manufacturer's recommendations within the 12 months prior to the Emergency) or a build-up of limescale if You live in a hard water area; orc. can be resolved by lighting, manually operating, resetting or routine operation or adjustment of the boiler controls.ii. Power flushing or descaling.iii. Replacing central heating radiators, water tanks or cylinders.iv. Where an alternative source of heating is available from an immersion or similar heater.v. Loss of hot water where an electric shower is available.vi. Faults which do not result in a permanent failure to function of the Main Source Of Heating in Your Home.

Section 4

Home Emergency Cover (Optional)

(This section applies only if shown in the **schedule**)

What is covered?	What is not covered?
<p>BOILER CONTRIBUTION</p> <p>Subject to acceptance of a claim under the Main Source Of Heating Section of this policy, where Your boiler has failed and is deemed by the Authorised Repairer and Us to be Uneconomical to repair, We shall contribute (upon production of an original receipt for payment) towards the cost of a brand new like for like replacement up to £500 including VAT).</p>	<p>i. Any labour, delivery or shipping costs.</p>
<p>PEST INFESTATION</p> <p>Emergency Repairs following an Emergency which occurs as a result of an infestation of Pests in Your Home.</p>	<p>i. An infestation outside the main domestic area of Your Home.</p>
<p>ROOF DAMAGE</p> <p>Emergency Repairs to the roof of Your Home following an Emergency which occurs as a result of adverse weather conditions or fallen trees.</p> <p>Please note that:</p> <p>i. an Authorised Repairer will attempt to prevent any further damage or water ingress which may involve using a tarpaulin or similar material to resolve the Emergency; and</p> <p>ii. loss or damage to buildings and/or contents may be covered under Your Home insurance policy which may include the costs of a Permanent Repair; and</p> <p>iii. this cover only applies if You are responsible for the repair and maintenance of the exterior and/or common parts of Your Home. Cover does not apply if You are only responsible for the repair and maintenance of the internal features of Your Home.</p>	<p>i. Claims where no internal damage is caused.</p> <p>ii. Costs for which other parties should be responsible.</p> <p>iii. Wear and tear or damage caused by inadequate roof maintenance.</p> <p>iv. Flat roofs over 10 years of age.</p>
<p>OVERNIGHT ACCOMMODATION</p> <p>The Insurer will pay up to £100 (including VAT) per Insured Person, subject to a total maximum of £250 (including VAT) for the cost of one night's alternative accommodation (room and, where necessary, cost of transport only) if, as a result of an Emergency We have agreed to cover under this section, an Authorised Repairer agrees that Your Home is uninhabitable.</p> <p>Please note that You are responsible for paying the costs of the accommodation which will then be reimbursed by the Insurer as long as You provide all valid receipts within 30 days of the Emergency.</p>	

Section 4

Home Emergency Cover (Optional) (This section applies only if shown in the **schedule**)

GENERAL EXCLUSIONS APPLYING TO THIS SECTION

There is no cover for:

1. Claims arising before or within 24 hours of this section starting

Any claim where the **Emergency** or event happened or was known about:

- a. before this section started; or
- b. within the first 24 hours of the start date of this section if this section is taken out separately to **Your Home** insurance policy.

2. Costs incurred and action taken which We have not authorised

- a. Any **Emergency Assistance Costs** incurred:
 - ii. before **We** have been notified of a request for **Emergency Repairs**; and/or
 - iii. which **We** have not authorised or for work which has not been carried out by an **Authorised Repairer**.
- b. Any action taken by an **Insured Person** which **We** or the **Authorised Repairer** have not agreed to.

3. Wear and tear

Any claim for items or parts which need to be replaced as a result of natural wear and tear including, but not limited to, tap washers, light bulbs, fuses in plugs or the cost of updating essential services including re-wiring of internal electrics.

4. Failure to carry out Home maintenance

Any claim which would have been prevented through routine maintenance of **Your Home** including, but not limited to, servicing of the **Main Source Of Heating** and removing debris from guttering and drain pipes.

5. Failure to carry out remedial work or Permanent Repairs

Any claim where an **Insured Person** has failed to carry out remedial work recommended to them or where an **Authorised Repairer** has carried out a **Temporary Repair** and an **Emergency** has recurred due to an **Insured Person's** failure to subsequently carry out a **Permanent Repair**.

6. Warranties, design faults and incorrect installations or repairs

Any **Emergency Assistance Costs** or **Emergency Repairs** which are

a result of a manufacturing or design defect, or maintenance, installation or repairs not carried out in accordance with the manufacturer's instructions or legal or regulatory requirements.

7. Unoccupied or second homes and rented or let properties

Any claim where **Your Home**:

- a. has remained unoccupied for the last 30 days in a row; and/or
- b. is not occupied by anybody aged 18 or over when an **Authorised Repairer** arrives at **Your Home** to attend to an **Emergency**; and/or
- c. is rented to **You**, is let by **You** or is not **Your** principal place of residence.

8. Damage caused during repairs and losses not directly covered

Any costs arising from:

- a. damage caused to **Your Home** as a result of an **Authorised Repairer** having to gain access to **Your Home** or to access the source of the **Emergency** including, but not limited to, tracing leaking pipes behind walls or under floors (depending on the circumstances, the **Authorised Repairer** will attempt to carry out **Emergency Repairs** but there is no cover under this section to reinstate **Your Home** to its original condition, although this may be covered under **Your** household insurance);
- b. losses which are not directly covered by this section including, but not limited to, replacing damaged personal belongings or loss of earnings if the **Emergency** results in an **Insured Person** having to take time off work.

9. Wilful acts

Any claim resulting from an act which is wilfully carried out and the outcome of which is consciously intended by an **Insured Person**.

10. Health and safety and restricted access

Any claim which cannot be dealt with due to health and safety regulations or a risk to the safety of an **Authorised Repairer**. This may include, but is not limited to, dangerous weather conditions or the discovery of a substance requiring specialist attention such as asbestos.

Section 4

Home Emergency Cover (Optional) (This section applies only if shown in the **schedule**)

11. Mains utility services

Any claim arising from interruption, disconnection or failure of the mains electricity, gas or water supplies, however they are caused.

12. Subsidence

Any claim arising from subsidence, heave or landslip.

13. War, terrorism, radioactive contamination and pressure waves

Any claim resulting directly or indirectly from or in connection with:

- a. war, terrorism, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, uprising, military or usurped power;
- b. ionising radiation or contamination by radioactivity from any nuclear fuel or any nuclear waste from the combustion of nuclear fuel;
- c. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it;
- d. pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed.

GENERAL CONDITIONS APPLYING TO THIS SECTION

An **Insured Person** must keep to these conditions as failure to do so may lead to **Us** refusing a claim or cancelling this section (please refer to condition 8).

1. An Insured Person's obligations

An **Insured Person** must:

- a. keep to the terms and conditions of this section;
- b. take all reasonable precautions to prevent a claim from occurring under this section and to avoid incurring any unnecessary costs;
- c. ensure that **Your Home** and its systems and equipment are maintained in a good state of repair and serviced in accordance with the manufacturer's instructions;
- d. co-operate fully with **Us** and the **Authorised Repairer** and provide honest and accurate information at all times;
- e. accept **Our** or the **Authorised Repairer's** decision

on the most suitable method of **Emergency Repairs** or choice of replacement parts used to resolve the **Emergency**;

- f. ensure that a **Permanent Repair** is completed as soon as possible following a **Temporary Repair** in order to prevent an **Emergency** from recurring.

2. Our rights

We can:

- a. reclaim **Emergency Assistance Costs** from an **Insured Person** if **Emergency Repairs** are completed but it is subsequently established that the request for **Emergency** assistance was not covered by this section;
- b. pursue another party (who is not an **Insured Person** under this section) to recover **Emergency Assistance Costs** paid by the **Insurer** if **We** believe that party to be responsible for causing the **Emergency**. In these circumstances, an **Insured Person** must allow **Us** to take over and conduct any claim in their name and the **Insured Person** must also provide **Us** with any help and information **We** need.

3. Liability for additional costs and disruption in service

- a. The **Insurer** is only liable for **Emergency Assistance Costs** following an **Emergency** and any other costs subsequently incurred to complete a **Permanent Repair** or any other work carried out are not covered by this section and are subject to a separate agreement between an **Insured Person** and another contractor (including an **Authorised Repairer**).
- b. **We** and an **Authorised Repairer** will make every effort to provide the **Emergency** assistance services described in this section but cannot be held responsible for any liability arising from a failure to provide these services in circumstances which are beyond **Our** or the **Authorised Repairer's** reasonable control, such as severe weather conditions.

4. Parts availability

- a. Where an **Authorised Repairer** does not carry the spare parts needed for **Emergency Repairs**, **We** or the **Authorised Repairer** will attempt to source replacement parts but cannot be held responsible for any delays in sourcing replacement parts which arise from circumstances beyond **Our** or the **Authorised Repairer's** control.
- b. In order to carry out **Emergency Repairs**, the spare or replacement parts used by the **Authorised Repairer** may not be from the original manufacturer and may not be a like-for-like replacement.

Section 4

Home Emergency Cover (Optional)

(This section applies only if shown in the **schedule**)

5. Other insurance and apportionment of costs

If any **Emergency Assistance Costs** covered by this section are also covered under an alternative insurance policy, or would have been covered if this section did not exist, the **Insurer** will only pay their share of these costs.

6. Disputes with Us

If there is a dispute between **You** and **Us** over this section, which cannot be resolved through **Our** internal complaints handling process, **You** are entitled to seek a resolution through the Financial Ombudsman Service.

7. Your cancellation rights

c. Cooling-off period

You can cancel this section, without giving any reason, within 14 days of its start date or within 14 days of receiving **Your** policy documents, whichever is later. If **You** wish to exercise this right, **You** must notify the person who sold **You** this section. **You** will be entitled to a full refund of premium paid as long as an **Insured Person** has not made a claim under this section during the current **Period Of Insurance**.

d. Outside the cooling-off period

If **You** pay annually, **You** can cancel this section of **Your** policy at any other time and **You** will receive a partial refund of premium paid, proportionate to the unexpired period of this section of **Your** policy, providing an **Insured Person** has not made a claim and does not intend to make a claim under this section of **Your** policy.

8. Our cancellation rights

a. General

We can cancel this section at any time, where there is a valid reason to do so, subject to providing **You** with 7 days' notice. Reasons for cancellation may include, but are not strictly limited to:

- ii. an **Insured Person** has failed to co-operate with **Us** or an **Authorised Repairer** and this failure has significantly hindered **Our** ability to deal with a claim or administer this section;
- iii. where **We** or an **Authorised Repairer** have reason to believe that **Your Home** is not being maintained to a good state of repair.

b. Fraudulent or dishonest claims

If **We** have evidence that an **Insured Person** has made a fraudulent, dishonest or exaggerated claim, or has deliberately misled **Us** or an **Authorised Repairer** when presenting relevant information in support of a claim,

We reserve the right to cancel this section from the date of the alleged claim or misrepresentation and recover from **You** any costs paid in respect of that claim which the **Insurer** otherwise would not have paid.

If fraudulent activity or false or inaccurate information is identified, **We** may, at **Our** discretion, pass details to fraud prevention or law enforcement agencies who have the right to access and use this information, which could result in a prosecution.

9. Persons involved in this contract of insurance

Unless expressly stated otherwise, any person who is not a party to the insurance under this section has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the terms of the insurance under this section.

10. Choice of law and Acts of Parliament

- a. Unless otherwise agreed by **Us** in writing, the insurance under this section is governed by the laws applying to England and Wales.
- b. Any Acts of Parliament or Statutory Instruments referred to in this section shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man or the Channel Islands and shall also include any subsequent amending or replacement legislation.

THE FINANCIAL SERVICES COMPENSATION SCHEME

The **Insurer** of this section is covered by the Financial Services Compensation Scheme (FSCS) and **You** may be entitled to compensation from the scheme if the **Insurer** cannot meet their obligations. This will depend on the circumstances of the claim.

Further information about the compensation scheme arrangements can be found on the FSCS website at www.fscs.org.uk

Section 4

Home Emergency Cover (Optional) (This section applies only if shown in the **schedule**)

LEGAL PROTECTION GROUP DATA PROTECTION NOTICE

In order to manage the **Home Emergency** insurance provided by this section, including the provision of helpline services, claims handling, underwriting and other administrative duties, **We** may need to share personal information which has been given to **Us** with other parties such as insurers, insurance intermediaries, law firms, experts, regulatory authorities or agents providing services to **Us** or on **Our** behalf. **We** will only request necessary information from an **Insured Person** and will only use it and disclose it in the course of arranging and administering this insurance.

Any personal information **We** hold about an **Insured Person** will be retained by **Us** for a period of seven years after this insurance expires and in any event, for the minimum periods required by relevant laws and regulations. This information may need to be retained for legal and regulatory reasons and for legitimate business purposes including (but not strictly limited to) establishing, pursuing or defending legal claims.

Sometimes **We** may need to send an **Insured Person's** personal information to agents based outside of the European Economic Area and in doing so will ensure that those agents apply the same levels of confidentiality, protection and security that are applied by **Us**.

In arranging and managing this insurance and administering claims, **We** will comply with the provisions of the Data Protection legislation which is directly applicable in the United Kingdom (this includes the General Data Protection Regulation (EU) 2016/679 (otherwise known as GDPR) as well as any subsequent amending or replacement Data Protection legislation which is directly applicable in the United Kingdom) and unless required to do so by law or a professional body, will not disclose an **Insured Person's** personal data to any other person or organisation without their consent.

You can find full details of **Our** privacy policy on **Our** website www.legalprotectiongroup.co.uk

More information on the Data Protection Act and the principles in place to protect personal information can be found on the Information Commissioner's Office website <https://ico.org.uk/>

An **Insured Person** has a right to obtain information **We** hold about them. This is called a Subject Access Request and in order to obtain such information, please write to:

The Data Protection Officer, Legal Protection Group Limited, 8 Pinkers Court, Briarlands Office Park, Gloucester Road, Ruggeway, Bristol BS35 3QH.

If an **Insured Person** has a concern about the way **We** have handled their personal data, then they have the right to report this to the Information Commissioner's Office:

Website: <https://ico.org.uk/concerns/>

Phone: 0303 123 1113
(lines are open Monday to Friday 9am to 5pm)

Email: casework@ico.org.uk

What to do if you have a complaint

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

If **you** have any questions about **your** policy **you** should in the first instance contact **Uinsure**, PO Box 1189, Doncaster, DN1 9RP or call **Uinsure** on 0330 912 8852

If **you** have any questions regarding **your** claim, in the first instance please contact **your** claims handler whose details will be shown in **your** claims documentation (please include **your** policy number and **your** claim number if appropriate).

In the event that **you** wish to make a complaint, **you** can do so at any time by following the procedure below:

If **your** complaint is about the way **your** policy was sold to **you**, please contact **your** financial adviser to report **your** complaint.

If **your** complaint relates to Section 1 - **Buildings** or Section 2 - **Contents**, **you** can call **us** on 0330 912 8852 or write to **us** at the address below (please include **your** policy number and claim number if appropriate).

Uinsure Customer Services, PO Box 1189,
Doncaster, DN1 9RP

If appropriate **we** will pass **your** complaint on to **your** insurer as detailed on **your** **Schedule**.

If **your** complaint relates to Section 3 – Family Legal Expenses, please contact the Customer Services Advisor at Arc Legal Assistance Ltd, Lodge House, Lodge Lane, Langham, Colchester, CO4 5NE; or

If **your** complaint relates to section 4, **Home** Emergency, please contact the Customer Service Department at Legal Protection Group Limited, 8 Pinkers Court, Briarlands Office Park, Gloucester Road, Rudgeyway, Bristol BS35 3QH. Alternatively, **you** can email **your** complaint to complaints@legalprotectiongroup.co.uk or phone 0333 700 1040 (lines are open Monday to Friday 9am to 5pm).

SERVICE STANDARDS

We will try to resolve **your** complaint by the end of the third working day. If **we** are unable to do this, **we** will write to **you** within three working days to either:

- Tell **you** what **we** have done to resolve the problem; or
- Acknowledge **your** complaint and let **you** know when **you** can expect a full response.

We will always aim to resolve **your** complaint within eight weeks of receipt. If **we** are unable to do this **we** will give **you** the reasons for the delay and indicate when **we** will be able to provide a final response.

FINANCIAL OMBUDSMAN SERVICE

If **you** remain dissatisfied with the outcome of **your** complaint, **you** may have the right to refer **your** complaint to the Financial Ombudsman Service within 6 months of receiving **our** final response letter to **you**.

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and business providing financial services. **You** can find more information on the Financial Ombudsman Service at www.financial-ombudsman.org.uk.

You can ask the Financial Ombudsman Service to review **your** complaint if for any reason **you** are still dissatisfied with **our** final response, or if **we** have not issued **our** final response within eight weeks from **you** first raising the complaint.

You can contact the Financial Ombudsman Service at the address below, however, they will only consider **your** complaint once **you** have tried to resolve it with **us**.

The Financial Ombudsman Service, Exchange Tower,
London, E14 9SR
Tel No: 0800 023 4567 or 0300 123 9123
Email: complaint.info@financial-ombudsman.org.uk
Website: www.financial-ombudsman.org.uk

FINANCIAL SERVICES COMPENSATION SCHEME

We are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the FSCS if **we** are unable to meet **our** obligations to **you** under this insurance.

If **you** are entitled to compensation from the FSCS, the level and extent of the compensation will depend on the nature of this insurance. Further information about the FSCS is available on their website: www.fscs.org.uk or **you** can write to them at PO Box 300, Mitcheldean, GL17 1DY.

Privacy Notice

As an insurance product provider, **we** will need to collect personal information about **you**, and possibly **your family**, to arrange and administer **your** policy, and to handle any claims that **you** may make.

Your right to privacy is important to **us** and **we** are committed to keeping it protected. This Privacy Notice which will explain how **we** use the personal information **we** collect about **you** and how **you** can exercise **your** data protection rights. This Privacy Notice will help **you** understand the following:

HOW DO WE COLLECT YOUR PERSONAL INFORMATION?

There are a number of ways in which **we** may collect **your** personal information.

If **you** have received a quote or purchased this policy from a financial adviser, **your** financial adviser will have provided **us** with **your** personal information on **your** behalf.

- **We** may also collect personal information directly from **you**:
- via enquiry, registration and claim forms;
- via feedback forms and forums;
- when **you** purchase any of **our** products or services;
- when **you** fill out a survey, or vote in a poll on **our** website;
- through quotes and application forms;
- via **our** telephone calls with **you**, which may be recorded;
- when **you** provide **your** details to **us** either online or offline; and
- through **our** use of cookies. **You** can find out more about this in **our** cookies policy which can be found at <https://www.uinsure.co.uk>

We may also collect **your** personal information from:

- publicly available sources of information, such as social media and networking sites;
- third party databases made available to the insurance industry, as well as databases where **you** have given **your** permission to share information with a third party like **us**;
- credit reference agencies; and
- any other policyholders or anybody authorised by **you** to provide **us** with **your** personal information.

WHAT PERSONAL INFORMATION DO WE COLLECT?

The information **we** collect will depend on the type of insurance policy that **you** wish to receive a quote for and whether or not **you** purchase the policy.

Below are the types of information that **we** would typically collect from **you**:

- contact details such as **your** name, email address, postal address and telephone number;
- details of any other persons included on **your** policy;
- identification information such as **your** date of birth;
- financial information such as bank details, credit card details and information obtained as a result of any credit checks that **we** may undertake;
- information relevant to **your** insurance policy such as details about **your** property, previous insurance policies or claims;
- information relevant to **your** claim or **your** involvement in the matter giving rise to a claim;
- information about the nature of **your** business and commercial assets;
- **your** marketing preferences; and
- any other information that **we** may ask **you** or that **you** provide to **us**.

In certain circumstances **we** may also use information about **your** health but **we** will only do this where allowed by law or if **you** give **us** **your** consent.

HOW DO WE USE YOUR PERSONAL INFORMATION?

We will use **your** personal information to:

- assess **your** application or renewal for an insurance quote;
- submit **your** application to **our** panel of insurers to enable them to provide **you** with a quote;
- verify the information provided;
- confirm **your** identity;
- assess **your** financial standing;
- prevent fraud;
- complying with **our** legal or regulatory obligations;
- improve **our** products, services, training and security;
- resolve any complaints **you** may have;
- administer and maintain **your** policies;
- assist **you** with claims and enquiries;
- maintain **your** insurance records; and
- facilitate **our** quality and compliance monitoring.

Privacy Notice

LEGAL GROUNDS FOR PROCESSING YOUR PERSONAL INFORMATION

Data protection laws require **us** to meet certain conditions before **we** are allowed to use **your** personal information in the manner described in this Privacy Notice. To use **your** personal information, **we** will rely on one or more of the following grounds:

Performance of contract:

We need to use **your** personal information in order to provide **you** with the policy (which is a contract of insurance between **you** and **us**), and perform **our** obligations under it (such as making payments to **you** in respect of a claim made under the policy);

Consent:

In certain circumstances, **we** may need **your** consent unless authorised by law in order to use personal information about **you** which is classed as “special categories of personal data”. **You** will always be given a choice over the use of **your** personal data for marketing purposes.

Necessity to establish, exercise or defend legal claims:

If **you**, or **we**, bring a legal claim against the other, **we** may use **your** information in either establishing **our** position, or defending ourselves in relation to that legal claim;

Compliance with a legal obligation:

Where laws or regulations may require **us** to use **your** personal information in certain ways; and

Legitimate Interests:

We will also process **your** personal information where this processing is in **our** “legitimate interests”. When relying on this condition, **we** are required to carry out a balancing test of **our** interests in using **your** personal information (for example, carrying out market research), against the interests **you** have as a citizen and the rights **you** have under data protection laws. The outcome of this balancing test will determine whether **we** can use **your** personal information in the ways described in this Privacy Notice. **We** will always act reasonably and give full and proper consideration to **your** interests in carrying out this balancing test.

AUTOMATED DECISION MAKING

Before **we** can offer **you** an insurance product or service, **we** may need to conduct the following activities, which involve automated (computer based) decision-making:

- Pricing and underwriting – this process calculates the insurance risks based on the information that **you** have supplied. This will be used to calculate the premium **you** will have to pay;
- Credit Referencing – using the information given, calculations are performed to evaluate **your** credit rating. This rating will help **us** to evaluate **your** ability to

pay for the quoted products and services; and

- Automated Claims – some small claims may qualify for automated processing, which will check the information **you** provide, resulting in a **settlement** or rejection of **your** claim.

The results of these automated decision-making processes may limit the products and services **we** can offer **you**. If **you** do not agree with the result, **you** have the right to request that **we** perform a manual reassessment using the same information that **you** originally provided.

WHO MAY WE SHARE YOUR PERSONAL INFORMATION WITH?

We may share **your** personal information with:

- **your** relatives or, guardians (on **your** behalf where **you** are incapacitated or unable) or other people or organisations associated with **you** such as **your** financial adviser or **your** lawyer;
- other insurers, business partners, agents or carefully selected third parties providing a service to **us** or on **our** behalf, such as processing **our** mail, communicating with customers on **our** behalf, providing IT systems and administrative services, claims handling services and the development and improvement of **our** internal systems;
- credit reference agencies which **we** may use to check **your** credit history. Any checks completed by **us** when calculating a quotation are only visible to **you** (if **you** request a copy of **your** credit file at the credit reference agencies) and are not visible to other organisations. This type of credit reference check will not affect **your** credit file;
- premium finance companies should **you** choose to spread the cost of **your** policy into monthly instalments. Premium finance companies may use a credit reference agency to check **your** credit history and assess **your** application for credit. These searches will be visible to other organisations and could affect **your** credit file. Premium finance companies may also report the payment history of **your** account with them to credit reference agencies;
- organisations that have a specific role laid out in law, such as statutory bodies, regulatory authorities and other authorised bodies;
- other organisations where **we** have a duty to or are permitted to disclose **your** personal information by law, for example if **we** received a valid request from the police or other third party organisation in the interest of preventing and detecting crime;
- fraud prevention agencies and operators of registers available to the insurance industry to check information and prevent fraud;

Privacy Notice

- third parties **we** use to recover **money you** may owe **us** or to whom **we** may sell **your** debt;
- another company, if **our** business or part of it is bought or taken over by that company to make sure **your** insurance policy can continue to be serviced or as part of preliminary discussions with that company about a possible sale or take over;
- other companies or brands within the **Uinsure** group, for example, where **we** are unable to provide **you** with an insurance product **we** will check whether they have an insurance product, which may suit **your** needs;
- other companies when **we** are trailing their products and services which **we** consider may improve **our** services to **you** or **our** business processes; or
- other third parties if **you** have given **us your** permission to do so, or there is sufficient reason to believe they are acting on **your** behalf.

Sometimes **your** personal information may be sent to other parties outside of the European Economic Area (EEA) in connection with the purposes set out above. **We** will take all reasonable steps to ensure that **your** personal information is treated securely and in accordance with this Privacy Notice, and in doing so may rely on certain “transfer mechanisms” such as the EUUs Privacy Shield, and the standard contractual clauses approved by the European Commission. If **you** would like further information please contact **us**.

HOW LONG WILL WE KEEP YOUR INFORMATION?

We will only keep **your** personal information for as long as reasonably necessary to fulfil the relevant purposes set out in this Privacy Notice and in order to comply with **our** legal and regulatory obligations. The time period **we** retain **your** personal information for will differ depending on the nature of the personal information and what **we** do with it. How long **we** keep personal information is primarily determined by **our** regulatory obligations. **We** typically keep quote information for 3 years, and policy and claims records for up to 7 years from the end of **our** relationship with **you**. In some cases, such as if there is a dispute or a legal action **we** may be required to keep personal information for longer.

YOUR RIGHTS

You have a number of rights concerning the personal information **we** use. **You** may request that **we**:

- provide **you** with details of the personal information **we** hold about **you**. All requests are free of charge, although for requests for the provision of personal information **we** hold about **you we** reserve the right to charge a reasonable administrative fee where, **we** believe an excessive number of requests are being made. Wherever possible, **we** will respond within one month from receipt of the request, but if **we** do not, **we** will notify **you** of anticipated timelines ahead of the

one month deadline. **Your** personal information can be provided in a structured, commonly used, machine readable form when asked;

- correct inaccurate or incomplete personal information held about **you**;
- erase **your** personal information where **you** believe it is no longer required;
- restrict the processing of **your** personal information. **You** have the right to ask that suppress processing **your** personal information. **We** will continue to store **your** personal information but will no longer process it;
- stop **your** personal information from being used for profiling, direct marketing or research purpose;
- **You** have rights in relation to automated decision making and profiling, to reduce the risk that a potentially damaging decision is taken without human intervention; and
- perform a manual reassessment using the same information that **you** originally provided if **we** have used automated decision making and profiling and this is likely to be potentially damaging.

Please note, in some cases even when **you** make a request concerning **your** personal information, **we** may not be required, or may not be able, to honour it, as this may result in **us** not being able to fulfil **our** legal and regulatory obligations, or there is a minimum statutory period of time for which **we** have to keep **your** information. If this is the case, **we** will let **you** know **our** reasons.

To make a request, please write to **us** at Uinsure Limited, PO Box 5524, Manchester, M61 0QR.

To ensure that **we** do not disclose **your** personal information to someone who is not entitled to it, when **you** are making the request **we** may ask **you** to provide **us** with **your** name, address, date of birth, policy number(s) and a copy of **your** photo identification.

FURTHER INFORMATION

If **you** require further information on, or wish to complain about, the way that **we** use **your** personal information, please write to **us** at Uinsure Limited, PO Box 5524, Manchester, M61 0QR.

If **you** believe **we** have not complied with **our** obligations in relation to the handling of **your** personal information **you** have a right to submit a complaint to the Information Commissioner. For further information please visit <https://ico.org.uk/global/contact-us/>

Changing Your Policy	0330 912 8852
Home Insurance Claims	See policy schedule
Home Emergency Claims	0800 999 4215
Family Legal Protection Claims	0344 770 1040

Uinsure Customer Services
PO Box 1189
Doncaster
DN1 9RP

0330 912 8852

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