



PREMIER HOME INSURANCE

your policy wording.

Contents

Welcome	3
Important Information	4
Data Privacy Notice	6
Complaints Procedure	6
Cancelling this Policy	7
Claims Procedure	8
Claims Terms and Conditions	9
Definitions	10
General Conditions	13
General Exclusions	15
Section 1 - Buildings	18
Section 2 – Household Contents, Fine Art and Antiques and Valuables	21
Section 3 –Employers Liability for Domestic Employee(s)	30
Section 4 –Liability to Others	31
Section 5 – Home Emergency Insurance Policy	33
Section 6 – Family Legal Protection	44

Welcome

Thank **you** for choosing Compass Private Client Insurance to protect **your** property.

We want to help **you** understand **your** home insurance policy and make **you** aware that the information **you** have provided is part of a legally binding contract of insurance with **us**.

This policy document, the statement of fact, any notice to policyholder issued to **you**, schedule and any **endorsements** are evidence of that contract and should be read as if they are one document. Please read them carefully to ensure that **your** cover is exactly what **you** need and keep all documents in a safe place.

This policy is not complete without a policy **schedule**. **Your** policy **schedule** will be issued to **you** if **your** application for insurance is accepted.

Your home insurance document is split into various sections. Not all sections of this policy may apply to **you**. The cover **you** have selected will be shown on **your** policy **schedule** and is subject to the terms, conditions and exclusions set out in this policy document and any later notices sent to **you**. **You** should ensure that:

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

When drawing up this contract **we** have relied on the information and statements **you** have provided in **your** application or subsequent renewals and **your** premium has been based upon the information shown in the **schedule**.

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

Important Information

This policy wording, **your schedule** and any **endorsements** together contain **your** full policy terms and conditions. It is a legal document that **you** must read to ensure that **you** understand what **your** cover includes and what it does not include.

The Insurers or Service Providers

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

You can check this information and obtain further information about how the Financial Conduct Authority protects you by visiting website at www.fca.org.uk.

This insurance policy has been produced by Pen Underwriting Limited a Managing General Agent of the insurers. As Managing General Agent, Pen Underwriting Limited underwrites insurance and handles claims for you on behalf of the insurers. In providing insurance services, Pen will share your personal data with Aviva. For information on how Aviva use your personal data, please refer to Aviva's Privacy Policy at www.aviva.co.uk/privacypolicy.

Law applicable to this insurance

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

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

Your total peace of mind

We are covered by the Financial Services Compensation Scheme. Depending on the circumstances of your claim you may be entitled to compensation from the Financial Services Compensation Scheme (FSCS) if we cannot meet our obligations. See <https://www.fscs.org.uk/>

Policy Format

Please get in touch by contacting **your** broker if **you** need **your** documents in large font, braille, or as audio.

Telephone calls and recording

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

Important Information (continued)

Our agreement with you

This policy is a legal contract between **you** and **us**.

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

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

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

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

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

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

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

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

If **you** become aware that the information **you** have given **us** is inaccurate, **you** must inform **your Broker** as soon as practicable.

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

Use of Language

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

Several Liability Notice

The liability of the insurers is several and not joint and is limited solely to the extent of their individual proportions. The insurers are not responsible for the subscription of any co-subscribing insurer or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations.

Data Privacy Notice

Bspoke Private Clients is a trading name of BspokeCommercial Limited. **We** are the data controller of any personal information **you** provide to **us** or personal information that has been provided to **us** by a third party. **We** collect and process information about **you** in order to arrange insurance policies and to process claims. **Your** information is also used for business purposes such as fraud prevention and detection and financial management. [This may involve sharing **your** information with third parties such as insurers, brokers, insurance intermediaries such as Managing General Agents, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisors, **our** regulators, police and government agencies or fraud prevention agencies].

We may record telephone calls to help us monitor and improve the service we provide. For further information on how **your** information is used and **your** rights in relation to **your** information please see **our** Privacy Policy at <https://www.onecommercial.co.uk>. If **you** are providing personal data of another individual to **us**, **you** must tell them **you** are providing their information to **us** and show them a copy of this notice.

Complaints Procedure

Our service commitment to you

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

if **you** have any questions or concerns about **your** insurance or the handling of a claim, you should contact:

Policy Enquiries

Bspoke Private Clients
Brookfield Court,
Selby Road
Leeds,
LS25 1NB

Tel: 0333 400 0473

Email: enquiries@ocprivateclients.co.uk

The Claims Team

2 West Parade
Croft Myl
Halifax
HX1 2EQ

Tel: 0161 529 1400

Email: Personal.lines.claims@penunderwriting.com

If **you** are not satisfied and wish to make a complaint, then **you** may contact the insurer's complaints team at:

Complaints Officer
Spectrum Building
55 Blythswood Street
Glasgow
G2 7AT

Tel: 0141 285 3539

Email: pencomplaints@penunderwriting.com

Details of Pen Underwriting complaints procedures are available at:

<http://www.penunderwriting.co.uk/Pages/Complaints.aspx>

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

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: 0800 023 4567 (landline users, mobile users may be charged)
0300 123 9123 (same rate as 01 or 02 numbers, on mobile tariffs)

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

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

Cancelling this Policy

Your Statutory Rights

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

- the day **you** receive the policy or renewal documentation, or
 - the day **you** purchase or renew this policy,
- whichever is the later.

If **you** wish to cancel and **your** cover hasn't started **we** will refund your premium in full.

If **you** don't exercise **your** right to cancel, **your** policy will continue, and **you** will be required to pay the premium.

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

Your Right to Cancel

If you wish to cancel your policy after 14 days you can do so at any time by contacting your broker.

On policies where the annual premium has been paid in full a refund of premium will be calculated from receipt of this notice on a pro-rata basis providing no incidents have occurred which give rise to a claim. On policies where the premium is paid by monthly payments the cancellation will take effect from the end of the period for which you have paid and therefore no refund will be due.

Our right to cancel this policy

We may cancel **your** insurance by giving **you** 30 days' written notice at **your** last known address. **We** will only cancel this policy or any part of it for a valid reason, such as:

- non-payment of premium;
- **we** have identified serious grounds (such as the use or threat of violence or aggressive behaviour against **our** staff, contractors or property);
- there is a change in risk occurring which **we** are unable to insure;
- non-cooperation or failure supply any information or documentation **we** request;
- **we** establish that **you** have provided **us** with incorrect information;
- **you** breach any terms and conditions of **your** policy.

Where possible **we** will try to seek an opportunity to resolve the matter with **you**.

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

Important Notice

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

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

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

Claims Procedure

Although **we** hope that **you** will never need to make a claim on **your** insurance policy, **we** have made everything as simple and straightforward as possible should **you** ever need to use **our** claims service.

How to make a claim

When an accident or loss occurs, **you** should take any immediate action **you** think is necessary to protect **your** property and belongings from further damage, such as switching off the gas, electricity and water.

If **you** need to make a claim under this policy, please contact **us** straight away by calling the claims helpline on:

The Affinity Claims Team

2 West Parade

Croft Myl

Halifax

HX1 2EQ

Tel: 0161 529 1400

Email: uk.penpl.claims.new@penunderwriting.com

To help **us** deal with **your** claim quickly we may require **you** to provide **us** with assistance and evidence that **we** require concerning the cause and value of any claim. Ideally, as part of the initial notification, **you** will provide:

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

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

When **you** call **us**, **we** may:

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

If **we** appoint an authorised repairer the benefits for you are:

- they will make **your home** safe for **you**,
- **we** will arrange for someone to repair or replace the lost or damaged items,
- if further work is required, they will arrange a convenient time to complete the work,
- **you** will not need to obtain estimates,
- **you** can be assured of the standard of the work.

Telephone calls and recording

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

Payments

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

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

Claims Terms and Conditions

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

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

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

How we deal with your claim

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

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

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

We have the right, if **we** choose, in **your** name but at **our** expenses to:

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

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

Other insurance

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

Large Loss Excess Waiver

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

- to any **subsidence** excess
- to any additional voluntary **excess(es)**
- where we have applied an additional increased **excess** by endorsement.

Definitions

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

Accidental Damage	Sudden, unexpected and visible damage which is not inevitable and has not been caused on purpose.
Bodily Injury	Physical injury including accidental death, disease or illness.
Broker	The intermediary who arranged this insurance on your behalf.
Buildings	<p>The buildings used for domestic purposes, situated at the address or addresses shown in your schedule which are owned by you, or for which you have a legal responsibility, including:</p> <ul style="list-style-type: none">• the main domestic structure;• garages and outbuildings;• decorative finishes;• permanent fixtures and fittings;• domestic fixed fuel tanks;• garden walls, fences, gates, paths and drives;• hard tennis courts, patios, steps, terraces, ornamental man-made ponds, fountains and bridges;• permanently fitted hot tubs and swimming pools;• radio and TV aerials, satellite dishes, solar panels, external lighting, alarm systems, surveillance equipment and lifts;• underground service pipes, cables, sewers, drains and drain inspection covers.
Credit cards	Credit, charge, cheque, bankers or cash dispensing cards.
Domestic Employee(s)	Any person employed by you under a contract of service which is solely for private domestic duties. Domestic employee(s) does not include any employee involved in demolition, alterations, extensions or renovations to any part of the insured premises .
Endorsement	A written variation to the terms and/or conditions of this insurance.
Excess	The amount shown in the schedule or endorsement you have to bear in respect of certain claims covered by this insurance. If you claim under more than one section, we will only apply the ' excess ' once.
Fine Art and Antiques	<p>All items of an antique nature or of artistic merit, including but not limited to furniture, pictures, paintings, prints, drawings, photographs, books, manuscripts, tapestries, rugs, gold, silver, gold or silver plated articles, items made of precious metals and/or precious stones, sculptures, ceramics, porcelain, china, glassware, clocks, barometers, statues, stamps, coins and medals, all forming part of a collection.</p> <p>Fine art and antiques does not include valuables.</p>
Heave	Upward and/or lateral movement of the site on which your buildings stand caused by swelling of the ground.
Home	The private dwelling(s) at the address(es) shown on your schedule and its outbuildings all used for domestic purposes only.

Definitions (continued)

Household Contents

The household goods and personal belongings of **your home** all of which belong to **you** or for which **you** have a legal responsibility, including:

- clothing and other personal property;
- audio and visual equipment;
- pedal cycles;
- tenants' fixtures and fittings and interior decorations;
- domestic garden machinery, tools and implements;
- **office equipment**;
- **outdoor items**;
- sports equipment;
- saddlery and tack;
- trailers, horse trailers and trailer tents up to £5,000 in total;
- **fine art and antiques**;
- **valuables** up to £10,000 in total.

Household Contents excludes:

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

Insured Premises

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

Land Vehicles

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

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

Landslip

Downward movement of sloping ground.

Money

Any of the following belonging to **you** or in connection with **your** business:

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

Definitions (continued)

Office Equipment	<p>Office equipment includes any of the following used in conjunction with your business at the home, which belong to you or for which you have a legal responsibility for:</p> <ul style="list-style-type: none">• furniture;• computers (including keyboards and monitors);• printers;• fax machines and modems;• photocopiers and typewriters;• phone equipment;• business stock. <p>Office equipment does not include:</p> <ul style="list-style-type: none">• the cost of reconstituting any lost or damaged data.
Outdoor Items	Items which are normally left outdoors including garden furniture, garden statues, barbeques, fixed recreational toys, urns and other similar items.
Period of Insurance	The period shown in the schedule and any further period for which you have paid or agreed to pay and we have accepted or have agreed to accept the premium.
Schedule	The schedule forms part of this insurance and shows details of the insured, the insured premises, the period of insurance , the sections of this insurance that apply and the sums insured or limits of liability .
Settlement	Downward movement as a result of the soil being compressed by the weight of the buildings within ten years of construction
Subsidence	Downward movement of the site on which your buildings stand by a cause other than the weight of the buildings themselves.
Sums Insured/ Limits of Liability	The maximum amounts we will pay as shown in the schedule . Unless otherwise stated, the amounts apply to each incidence of loss and will be available again in full to meet further loss or damage.
United Kingdom	England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands.
Unoccupied	If the insured premises have not been lived in by you overnight for more than 60 days or are not sufficiently furnished for normal living purposes.
Valuables	Any of the following which are owned by you , or for which you have a legal responsibility: <ul style="list-style-type: none">• Jewellery;• Watches;• Furs;• Guns.
Watercraft	Any of the following which are owned by you , or for which you have a legal responsibility: <ul style="list-style-type: none">• sailboards• surfboards• dinghies• boats of less than 16 feet or 4.8 metres in length• motorised boats or vessels with an engine of 25 horsepower or less.
We/Us/Our	Aviva Insurance Limited.
You/Your/Insured	The person or persons named in the schedule and all members of your family who permanently live in the home .

General Conditions

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

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

Your Duties

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

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

You must always make sure that the **sums insured** shown in your **schedule** are adequate.

- i. **Buildings** should be insured for the full cost of rebuilding the **buildings** in the same form, style and condition as new plus an amount for architects', surveyors', consulting engineers and legal fees, debris removal costs and other costs to comply with government or local authority requirements.

Please note that the rebuilding cost of **your home** may be different from its market value.

- ii. **Household contents** should be insured for the full cost of replacement as new.
- iii. **Fine art and antiques** should be insured for the current market value.
- iv. **Valuables** should be insured for the current replacement value.

Changes in circumstances

Using the address on the front of **your schedule** **you** must tell **us** within 14 days as soon as **you** know about any of the following changes:

- **You** are going to move **home** permanently;
- Someone other than **your** family is going to live in **your home**;
- **Your home** is going to be used for short periods each week or as a holiday **home**;
- **Your home** is going to be **unoccupied**;
- Work is to be done on **your home** which is not routine repair, maintenance or decoration, for example any structural alteration or extension to **your home**, with a contract value over £75,000;
- **You** or any member of **your** family has been convicted of or charged with any offence, other than a motoring offence which has not been spent under the Rehabilitation of Offenders Act;
- Any increase in the value of **your household contents** or the rebuilding cost of **your buildings**;
- Any part of **your home** is going to be used for any trade, professional or business purposes.

There is no need to tell **us** about trade, professional or business use if:

- i. The trade, professional or business use is only clerical; and
- ii. There are no staff employed to work from the **home**; and
- iii. There are no visitors to the **home** in connection with the trade, profession or business; and
- iv. There is no business **money** or stock in the **home**

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

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

General Conditions (continued)

Transfer of interest

You cannot transfer **your** interest in the policy without **our** written permission.

Fraud

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

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

Then:

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

Important Notice

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

- cancel **your** policy and refuse to pay any claim, or
- not pay any claim in full, or
- revise the premium and/or change any **excess**, or
- revise the extent of cover or terms of this insurance.

General Exclusions

1. Radioactive Contamination and Nuclear Assemblies Exclusion

We will not pay for:

- a. Loss or destruction of or damage to any property whatsoever, or any **loss** or expenses whatsoever resulting or arising there from; and
- b. Any legal liability of whatsoever nature,

directly or indirectly caused by or contributed to or arising from:

- Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
- The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

2. War Exclusion

We will not pay for any consequence whatsoever which is the direct, or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event: war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

3. Existing and Deliberate Damage

We will not pay for loss or damage:

- Occurring outside of the **period of insurance**;
- Caused deliberately by **you** or any person lawfully in the **home**.

4. Pollution and Contamination Clause

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

- When caused by oil or water escaping from a fixed oil or fixed water or fixed water installation, or,
- when caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** at the **home**, and
- reported to **us** not later than 30 days from the end of the **period of insurance**.

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

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

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

General Exclusions (continued)

6. Electronic Data Exclusion

We will not pay for:

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

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

7. Terrorism

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

Terrorism means:

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

8. Confiscation

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

9. Loss of Value

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

10. Indirect Loss or Damage

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

11. Wear and Tear and Gradually Operating Causes

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

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

General Exclusions (continued)

12. Financial Sanctions

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

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

13. Defective Design or Construction

We will not pay for any loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or use of faulty materials.

14. Mechanical or Electrical Faults

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

15. Unoccupied Homes

We will not pay for the following while **your** home is **unoccupied**:

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

16. Building Works

We will not pay for any loss or damage resulting from any work to **your** home, which is not routine repair, maintenance or decoration, where the cost of the work exceeds a total contract value of £75,000, unless the work has been agreed by **us**.

Section 1 - Buildings

The Cover

Cover for **buildings** applies only if it is shown as included in **your** policy **schedule**.

This section covers the **buildings** belonging to **you** or for which **you** are legally liable, situated at the **insured premises**, against loss or damage, other than as excluded under either this section or the general exclusions.

Basis of Valuation/Settlement of loss and/or damage

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

If **you** have an up-to-date survey of the **buildings** and have insured **your** buildings for the sums insured mentioned, **we** will pay the full cost of rebuilding or repairing the damage at the time of loss or damage, even if this is more than the **sum insured**, except for **buildings** that are Grade 1 listed. The survey must have been carried out by an independent Chartered Surveyor no more than three years before the start of the **period of insurance** and must have been authorised by **us**.

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

Index-Linking

The **sum insured** for **buildings** will be indexed each month in accordance with the movement in the House Rebuilding Cost Index issued by the Royal Institution of Chartered Surveyors or a similar index selected by **us**.

There will be no additional premium payable by **you** for any monthly increase during the **period of insurance**, but at each renewal of this policy **we** will calculate the premium using the revised **sums insured**.

For **your** protection, should the index fall below zero **we** will not reduce the **sum insured**.

Your Sum Insured

We will not reduce the amount insured under section 1 after **we** have paid claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.

Specific Extensions

This section also covers:

1. Alternative Accommodation	We will pay the costs of alternative accommodation incurred by you and your domestic pets while your home cannot be lived in, due to loss or damage covered by this section, but not for a period of more than 36 months.
2. Building Works	We will pay for loss or damage to the buildings whilst works are being carried out to your home which are not routine repair, maintenance or decoration, up to a contract value of £75,000. We will also cover any newly acquired unfixed building materials, supplies, fixtures and fittings which are owned by you and kept at the insured premises .
3. Damage Caused by Domestic Pets	We will pay up to £2,500 in any one period of insurance in respect of damage to the buildings caused by your domestic pets due to chewing, scratching, tearing or fouling. The most we will pay under section one – buildings and section two – household contents, fine art and antiques and valuables combined is £2,500.
4. Damage Occurring During the Sale of the Insured Premises	We will pay for loss or damage covered by this insurance for the purchaser of the insured premises , from the time of the exchange of contracts, or if in Scotland from the date you accept the offer of purchase, until the sale is completed or the period of insurance ends, whichever is sooner.

Section 1 – Buildings (continued)

Specific Extensions (continued)

5. Emergency Access	We will pay for loss or damage to the buildings as a direct result of forcible entry to your home to attend a medical emergency or to prevent damage to your home .
6. Emergency Preventative Measures	We will pay up to £2,500 in any one period of insurance for costs incurred by you in taking reasonable temporary measures to avoid or mitigate potential loss or damage caused by storm or flood.
7. Fatal Injury and acquired disability	<p>We will pay the following amounts for fatal injury to you, happening at the insured premises, caused by outward and visible violence by burglars or by fire:</p> <ul style="list-style-type: none"> • £50,000 if such injury results in your death within 12 months of the incident; and/or • Up to £15,000 where injury is sustained following the above events which necessitates alterations to the buildings to enable your continued occupation <p>The maximum we will pay for any one incident is £100,000; if you claim under both Section 1 and Section 2 the most we will pay for any one incident is £100,000.</p> <p>We will not pay for injury to or death of any domestic employee.</p>
8. Fees, Expenses and Debris Removal	<p>We will pay for the following expenses incurred with our prior written consent:</p> <ul style="list-style-type: none"> • fees to architects, surveyors and consulting engineers; • the cost of clearing the site and making the buildings safe; and • the cost of doing anything required by any Government or Local Authority, unless you received a notice before the loss or damage happened, and provided that the buildings were originally built according to any Government and Local Authority regulations in force at that time.
9. Forced Evacuation	If you are denied access to your insured premises by the public authorities following loss or damage occurring at a neighbouring property, that would have been covered had it been insured under the terms and conditions of this policy, we will, subject to our prior consent and approval, reimburse you for the cost of necessary and comparable alternative accommodation incurred by you but not for more than a period of 30 days.
10. Garden Cover	We will pay the costs of restoring your garden following loss or damage to the garden caused by fire, lightning, collision, impact, theft, attempted theft, vandalism, malicious acts or a forced access to deal with a medical emergency, up to £10,000 for any one claim. We will only pay up to £1,000 for replacing any one tree, shrub or plant.
11. Locating the source of a leak	We will pay the costs of locating the source of a leak from fixed water tanks, apparatus and pipes, including subsequent repairs to walls, floors and ceilings.

Section 1 – Buildings (continued)

Specific Extensions (continued)

12. Precautionary Measures	Following loss or damage covered by this policy we will pay up to £1,000 towards costs incurred by you for repairs to your home to prevent further loss or damage from the same occurrence.
13. Removing Nest(s)	We will pay up to £1,000 in any one period of insurance for the costs of removing wasp, bees or hornets' nest(s) at the insured premises which have been incurred by you . We will not pay for nest(s) which you were aware of before the period of insurance .
14. Removing trees from vehicular access	The costs of removing tree(s) that have fallen across the main vehicular access to the insured premises , we will only pay up to £2,500 for any one claim.
15. Replacement locks	The costs incurred with our prior consent for replacing locks to external doors, alarms and safes at the home following loss of or theft of your keys. Your excess does not apply to this specific extension.
16. Reward	We will pay a reward up to £5,000 to anyone who gives information that leads to the arrest and conviction of anyone who committed an illegal act which resulted in a claim under this insurance. We will not pay any reward where you or the Police would benefit from such payment. If you claim under both section 1 and section 2 the most we will pay for any one incident is £5,000.

Specific Exclusions

We will not pay for:

1. The excess stated in your schedule .
2. Loss or damage caused by storm, flood, frost, falling trees or weight of snow to gates, fences, pergolas, gazebos, arbours and hedges, unless the private dwelling is also affected at the same time by the same event.
3. The cost of general maintenance and decoration.
4. Loss or damage caused by or resulting from warping or shrinkage.
5. Loss or damage caused by subsidence or heave of the site upon which the buildings stand, or landslip : <ul style="list-style-type: none"> a. to domestic fixed fuel tanks, swimming pools, hot tubs, terraces, patios, hard tennis courts, bridges, culverts and other man-made structures, driveways, footpaths, walls, gates and fences unless the private dwelling is also affected at the same time by the same event; b. to solid floors unless the walls of the home are affected at the same time by the same event; c. arising from faulty design, specification, workmanship or materials; d. which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law; e. caused by river or coastal erosion; f. whilst the buildings are undergoing any structural repairs, alterations or extensions; or g. settlement of the buildings.
6. The cost of clearing blocked sewer pipes, drains, pipes or underground tanks unless caused as a result of loss or damage covered under this section.

Section 2 – Household Contents, Fine Art and Antiques and Valuables

The Cover

Cover for **household contents, fine art and antiques** and **valuables** applies only if they are shown as included in **your** policy **schedule**.

This section covers the **household contents, fine art and antiques** and **valuables** belonging to **you** or for which **you** are legally liable, against loss or damage, other than as excluded under either this section or the general exclusions. These items are insured whilst at the **insured premises** or anywhere in the world.

Basis of Valuation/Settlement of loss and/or damage

1. In respect of **household contents**

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

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

In any event **we** will not pay more than the **sums insured** shown in the **schedule** or the limits shown in the Specific Limits section.

2. In respect of **fine art and antiques** and **valuables**

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

a. For unspecified items:

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

b. For specified items:

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

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

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

In any event **we** will not pay more than the **sums insured** shown in the **schedule** or the limits shown in the Specific Limits section.

Your Sum Insured

We will not reduce the amount insured under section 1 after **we** have paid claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.

Section 2 – Household Contents, Fine Art and Antiques and Valuables (continued)

Specific Limits

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

Fine art and antiques	£25,000 for any one item, pair or set of items
Land vehicles	£5,000 for any one claim
Office equipment	£20,000 for any one claim, with a maximum of £10,000 for business stock
Outdoor items	£25,000 for any one claim
Personal documents	For title deeds and other personal documents up to £10,000 for any one claim
Theft from unattended vehicles	£10,000 for any one claim
Valuables	£10,000 for any one item, pair or set of items
Watercraft Including their furnishings, equipment and outboard motors	£5,000 for any one claim
Wine	£25,000 for any one claim

Index Linking

The **sum insured** for **household contents** will be indexed each month in accordance with the movement in the Consumer Durables Section of the General Index of Retail Prices or a similar index selected by **us**.

There will be no additional premium payable by **you** for any monthly increase during the **period of insurance**, but at each renewal of this policy **we** will calculate the premium using the revised **sums insured**.

For **your** protection, should the index fall below zero **we** will not reduce the **sum insured**.

Fine art and antiques and **valuables** will not be index linked. **You** must ensure that the **sums insured** shown in **your schedule** are adequate.

Section 2 – Household Contents, Fine Art and Antiques and Valuables (continued)

Specific Extensions

This section also covers:

<p>1. Additions and substitutions</p>	<p>This Section also automatically extends to include any additions or substitutions to the household contents, fine art and antiques and valuables insured during the period of insurance subject to our liability not exceeding an additional 25% of the sum insured stated in the schedule for this section, solely as a result of these additions or substitutions. This extension shall only apply when you declare such acquisition or substitution within 60 days of the acquisition or substitution, and any additional premium requested by us is paid. If such acquisition or substitution is not declared to us within 60 days we reserve the right, at our discretion, to refuse cover.</p>
<p>2. Alternative Accommodation</p>	<p>We will pay the costs of alternative accommodation incurred by you and your domestic pets, while the home cannot be lived in due to loss or damage covered by this insurance, but not for a period of more than 36 months. We will not pay for any loss of rent if we have already paid a claim as a result of the same loss or damage under this section for loss of rent payable.</p>
<p>3. Alternative electricity generating supply cover</p>	<p>We will provide cover following loss or damage caused by fire, lightning, falling aircraft, flood or impact to permanently fitted and professionally installed and commissioned solar panels and wind turbines fitted at the insured premises for:</p> <ul style="list-style-type: none"> • the amount of revenue which is lost that you would have received from selling back surplus electricity, under contract, to a recognised electricity distributor; • the additional cost of purchasing electricity from an electricity generating company sourced via the national grid which would otherwise have been reasonably provided by the solar panels or wind turbines fitted at the insured premises. You will have to demonstrate the amount of electricity historically produced by generating equipment installed at the insured premises. <p>The maximum amount payable in respect of any one incident and in any one period of insurance is £2,500 for a period of up to twelve months after the event that caused the loss, but only in respect of the period to repair or replace the solar panels or wind turbines.</p> <p>We will not pay for loss or damage:</p> <ul style="list-style-type: none"> • that we specifically exclude elsewhere in this insurance; • while the insured premises are being altered, repaired or extended; • while the solar panels or wind turbines are being installed, moved or serviced; • caused by wear and tear, infestation, corrosion, damp, wet or dry rot, mould, frost or gradual deterioration; • arising from faulty design, specification, workmanship or materials; • caused by mechanical or electrical faults or breakdown; • while the insured premises are lent, let or sublet.

Section 2 – Household Contents, Fine Art and Antiques and Valuables (continued)

Specific Extensions (continued)

This section also covers:

4. Computer Software	We will pay the cost involved in retrieving your personal electronic data as a result of loss or damage covered under this Section up to £10,000 any one claim.
5. Credit Cards	We will pay for loss for which you are responsible, up to £25,000 for any one claim, as a result of misuse by any unauthorised person(s) following loss or theft of any credit card , together with all costs and expenses incurred with our prior written consent arising before the credit card organisation received notification of the loss, provided that you comply with all the terms and conditions under which the credit card was issued. We will not pay for losses not reported to the police and issuer of the credit card within 24 hours of discovery. Where you have reported your credit card(s) for unauthorized use, in most circumstances you will only be liable for the first £50 of the claim.
6. Damaged caused by Domestic Pets	We will pay up to £2,500 in any one period of insurance in respect of damage caused by your domestic pets due to chewing, scratching, tearing or fouling. The most we will pay under section 1 – buildings and section 2 – household contents, fine art and antiques and valuables combined is £2,500.
7. Death of an Artist	We will pay for the increased value to any one piece of art that is individually listed under fine art and antiques where such increase is due to the death of the artist following loss or damage covered under this section. We will not pay for: <ul style="list-style-type: none"> • more than 200% of any one piece of art subject to a maximum of £100,000 in total; • any claim where the artist's death has not occurred within 12 months prior to the date of loss or damage; • any claim where you cannot provide an independent professional valuation which is not more than 3 years old at the time of the loss or damage; or • where you cannot prove the increased value of any piece of art.
8. Defective Title	We will pay you the purchase price of an item individually listed in your schedule if it is proved that the item purchased by you is not rightfully yours and you are required, by law, to return it to its rightful owner. We will not pay: <ul style="list-style-type: none"> • more than £100,000; • if you did not purchase the item during the period of insurance it has been insured by us; • if you do not notify us within the period of insurance; • if the item was inherited or given to you as a gift; • if you did not make enquiries regarding the item's provenance before you purchased it.

Section 2 – Household Contents, Fine Art and Antiques and Valuables (continued)

Specific Extensions (continued)

This section also covers:

<p>9. Fatal Injury and acquired disability</p>	<p>We will pay the following amounts for fatal injury to you, happening at the insured premises, caused by outward and visible violence by burglars or by fire:</p> <ul style="list-style-type: none"> • £50,000 if such injury results in your death within 12 months of the incident; and/or • up to £15,000 where injury is sustained following the above events which necessitates alterations to the buildings to enable your continued occupation. <p>The maximum we will pay for any one incident is £100,000; if you claim under both section 1 and section 2 the most we will pay for any one incident is £100,000. We will not pay for injury to or death of any domestic employee.</p>
<p>10. Fine Art and Antiques Market Appreciation</p>	<p>If you have had a valuation within the last 36 months for a specified item of fine art or antiques we will pay as follows:</p> <ol style="list-style-type: none"> i. In the event of total loss if the market value of the specified item immediately before the loss exceeds the amount specified for that item we will pay the market value ii. In the event of a partial loss we will pay the lesser of: <ol style="list-style-type: none"> a. The cost of repairing the item to its condition immediately before the loss; or b. The amount shown on the schedule for that item <p>However if the market value of the specified item exceeds the amount specified for that item we will pay the market value.</p> <p>The most we will pay under this extension is 150% of the specified sum insured.</p>
<p>11. Freezer Contents</p>	<p>We will pay for loss or damage to freezer contents whilst at the home, including damage caused by a rise or fall in temperature. We will not pay for damage due to any rise or fall in temperature caused by the deliberate act of any power supply authority, or the withholding or restricting of power by such authority.</p> <p>Your excess does not apply to this extension.</p>
<p>12. Gifts and Presents</p>	<p>We will pay for wedding, birthday, anniversary and religious festival gifts purchased by you but not yet given to third parties and similar items purchased for you and kept in the home. This extension only applies to loss or damage occurring no more than 45 days before or after the wedding, birthday, anniversary or religious festival. We will pay up to £1,000 for any single item and £10,000 for any one claim.</p>
<p>13. Hire of Replacement Golf Clubs Overseas</p>	<p>Following loss or damage to your golf clubs, or any that you have hired or borrowed, whilst outside of the United Kingdom, we will pay up to £25 per day, subject to a maximum of £250, for the necessary hire of replacement clubs. An invoice for the cost of hire must be submitted to us in the event of a claim.</p>

Section 2 – Household Contents, Fine Art and Antiques and Valuables (continued)

Specific Extensions (continued)

This section also covers:

14. Hole in One	In the event of a Hole in One being achieved by you in an official golf club competition we will pay up to £500. Your scorecard and certification from your club or match secretary must be submitted to us in the event of a claim.
15. Loss of Oil, Metered Water or LPG	We will pay up to £10,000 for the cost of additional metered water charges or the cost of oil lost from fixed domestic water or heating installations at your home during the period of insurance . We will pay up to £5,000 for the cost of liquid petroleum gas (LPG) lost from fixed domestic heating installations at your home during the period of insurance .
16. Loss of Rent Payable	We will pay for rent which you have to pay as a lessee or tenant of the insured premises while the home cannot be lived in due to loss or damage covered by this insurance, but not for a period of more than 36 months. We will not pay for any loss of rent if we have already paid a claim as a result of the same loss or damage under this section for alternative accommodation.
17. Marquees	We will pay for loss or damage to marquees and associated equipment that you have temporarily hired and are responsible for, for up to 7 days, we will not pay more than £50,000 for any one claim.
18. Memorial Stones	We will pay up to £2,500 in any one period of insurance in respect of malicious damage or theft of the memorial stone commemoration of your parents, grandparents, spouse, domestic partner or children, subject to: <ul style="list-style-type: none"> • the Memorial stone being in a good state of repair prior to the loss or damage; • the Memorial stone being located in the United Kingdom.
19. Money	We will pay up to £5,000 for any one claim. We will not pay for: <ul style="list-style-type: none"> • loss of value, confiscation or shortage due to your error or omission; • more than £500 in a hotel or other temporary accommodation unless locked in a safe or safety deposit box; • money left in an unattended vehicle; or • losses not reported to the police within 24 hours of discovery
20. Moving Home	We will pay for loss or damage to your household contents, fine art and antiques and valuables , during removal, transit and storage to your new permanent residence within the United Kingdom by professional removal contractors. We will not pay for loss or damage whilst in storage for more than 15 days.

Section 2 – Household Contents, Fine Art and Antiques and Valuables (continued)

Specific Extensions (continued)

This section also covers:

21. Nursing Homes	<p>We will pay up to £5,000 in any one period of insurance for loss or damage to contents belonging to your parent(s) or grandparents whilst permanently residing in any nursing or residential care home. We will not pay:</p> <ul style="list-style-type: none"> • More than £1,000 for any one item, pair or set; • For theft or attempted theft of contents unless entry to or exit from the property or room where the loss occurred is by forcible and/or violent means.
22. Replacement Locks	<p>The costs incurred with our prior written consent for replacing locks to external doors, alarms and safes at the home following loss of or theft of your keys.</p> <p>Your excess does not apply to this extension</p>
23. Reward	<p>We will pay a reward up to £5,000 to anyone who gives information that leads to the arrest and conviction of anyone who committed an illegal act which resulted in a claim under this insurance.</p> <p>We will not pay any reward where you or the Police would benefit from such payment. If you claim under both section 1 and section 2 the most we will pay for any one incident is £5,000.</p>
24. Stamp, Coin and Medal Collections	<p>We will pay for loss or damage covered by this section to stamps, coins and medals forming part of a collection, up to the amount of £5,000 for any one claim.</p>
25. Storage	<p>Loss or damage to household contents, fine art and antiques and valuables permanently kept in a commercial storage facility during the period of insurance caused by any of the following perils:</p> <ul style="list-style-type: none"> • Fire, lightning, explosion, earthquake or smoke; • storm, flood or weight of snow; • escape of water from fixed water apparatus, pipes or tanks; • theft or attempted theft accompanied by forcible and violent entry; • impact by any aircraft or other aerial device, rail or road vehicles or anything dropped from an aircraft, an animal, falling trees, telegraph poles, lamp-posts, aerials, satellite dishes, their masts and fittings; • riot, violent disorder, strike, labour or political disturbance or civil commotion, malicious acts or vandalism <p>We will not pay for more than 25% of your household contents, fine art and antiques and valuables sum insured.</p>

Section 2 – Household Contents, Fine Art and Antiques and Valuables (continued)

Specific Extensions (continued)

This section also covers:

<p>26. Students Possessions</p>	<p>We will pay up to £15,000 for any one claim for loss of or damage to possessions of student members of your family whilst away from the insured premises and attending school, university or college. We will not pay:</p> <ul style="list-style-type: none"> • for loss or damage to pedal cycles • more than £1,500 for any other single item • for theft from unattended vehicles • for theft or attempted theft of student's possessions away from the insured premises unless entry to or exit from the property or room where the loss occurred is by forcible and violent means.
<p>27. Your Legal Liability as a Tenant for Accidental Damage</p>	<p>Accidental damage to mirrors, glass tops and fixed glass in furniture and of fixed glass, double glazing, sanitary fixtures and ceramic hobs forming part of the buildings at the insured premises for which you are legally responsible as a tenant and are not otherwise insured.</p>
<p>28. Your Legal Liability as a Tenant for Damage to the Buildings</p>	<p>We will pay costs for which you legally become liable to pay as a tenant for loss or damage to the buildings, up to the contents sum insured. This extension excludes any liability:</p> <ul style="list-style-type: none"> • For loss or damage caused by fire, lightning or explosion to the buildings other than to the landlord's fixtures or fittings; • For loss or damage arising from subsidence, heave or landslip; • For loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously; or • While the home is unoccupied.
<p>29. Visitors and Domestic Employees Personal Effects</p>	<p>Personal possessions belonging to your visitors or domestic employees, up to £1,000 for any one item, pair or set and £5,000 per person for any one claim against loss or damage whilst at the home. We will not pay for money, credit cards and valuables belonging to your visitors or domestic employees or items covered under another insurance policy.</p>

Section 2 – Household Contents, Fine Art and Antiques and Valuables (continued)

Specific Exclusions

We will not pay for:

1. The excess stated in your schedule .
2. Loss or damage to any items being transported that are not suitably packed and secured according to the nature of the items and mode of transport.
3. Loss, damage or liability caused by or resulting from guns used wilfully or maliciously, regardless of intention to cause harm.
4. Theft of any item from an unattended vehicle unless violence and force are used to enter the vehicle. Items must be concealed from sight and/or locked in the boot or glove box.
5. Loss or damaged caused by you not receiving goods or services you have paid for through any internet website.
6. Loss of value following repair, replacement or reinstatement in respect of household contents .
7. Loss or damage caused by or resulting from warping or shrinkage.
8. Loss or damage caused by subsidence or heave of the site upon which the buildings stand, or landslip : <ol style="list-style-type: none">Arising from faulty design, specification, workmanship or materials;Which compensation has been provided or would have been but for the existence of this insurance contract under any contract or a guarantee or by law;Caused by river or coastal erosion;Whilst the buildings are undergoing any structural repairs, alterations or extensions.

Section 3 –Employers Liability for Domestic Employee(s)

<p>The Cover</p> <p>Cover for Employers Liability for domestic employee(s) applies only if it is shown as included in your policy schedule.</p> <p>This section indemnifies you against any amounts that you become legally liable to pay as compensation, including costs and expenses with our prior written consent, for bodily injury by accident happening to your domestic employees, occurring anywhere in the world during the period of insurance, other than as excluded under either this Section or the General Exclusions.</p>
<p>Limit of Liability</p> <p>Our liability for all damages payable for any one accident or series of accidents arising out of any one event shall not exceed £5,000,000 including all costs and expenses incurred with our prior written consent.</p>

Specific Exclusions

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

<p>1. Bodily Injury arising directly or indirectly out of any work domestic employees do for you, other than domestic or gardening duties.</p>
<p>2. Bodily Injury arising directly or indirectly from any communicable disease or condition.</p>
<p>3. Fines, penalties or punitive or exemplary damages that are only intended to punish you or to make an example of you.</p>
<p>4. Bodily Injury or damage to property arising out of your ownership, possession or use of:</p> <ul style="list-style-type: none"> a) Any land vehicle(s) which are required to be registered for use on a public highway or where legislation states that the user must have motor liability insurance; b) Any aircraft (included but not limited to model aircraft, gliders, hang-gliders, microlights and drones); c) Any draft designed for use on water other than: <ul style="list-style-type: none"> • Boats of less than 16 feet or 4.8 metres in length or motorised boats or vessels with an engine of 25 horsepower or less which you have owned, rented or borrowed for less than thirty (30) days • Surfboards • Sailboards • Dinghies d) Any animal, other than cats, horses or dogs that are not designated as dangerous under the Dangerous Dogs Act 1991, the Dangerous Dogs Amendment 1997, the Dogs (Northern Ireland) Order 1983, the Dangerous Dogs (Northern Ireland) Order 1991, the Control of Dogs (Scotland) Act 2010 or any amending legislation; or e) Any power operated lift (other than domestic stair lifts)
<p>5. For bodily injury arising directly or indirectly from any communicable disease or condition.</p>
<p>6. Arising out of any criminal or violent act to another person or their property.</p>
<p>7. Arising out of your ownership, occupation, possession or use of any land or building which is not within the insured premises.</p>

Section 4 –Liability to Others

The Cover

Cover for Liability to Others applies only if it is shown as included in **your** policy **schedule**

This section indemnifies **you**:

1. As owner or occupier for any amounts **you** become legally liable to pay as damages in respect of:
 - a. **bodily injury** to any person; or
 - b. loss or damage to property
 caused by an accident happening at the **insured premises** during the **period of insurance**, other than as excluded under this section or the general exclusions
2. As a private individual for any amounts **you** become legally liable to pay as damages in respect of:
 - a. **bodily injury** to any person; or
 - b. loss or damage to property
 caused by an accident happening anywhere in the world during the **period of insurance**, other than as excluded under this section or the general exclusions

If only section 1 – **buildings** are insured, **your** legal liability as owner only but not as occupier is covered under part 1) above.

If only section 2 – **household contents, fine art and antiques** and **valuables** are insured, **your** legal liability as occupier only but not as owner is covered under parts 1) and 2) above.

If both section 1 – **buildings** and section 2 – **household contents, fine art and antiques** and **valuables** are insured, **your** legal liability as owner or occupier is covered under parts 1) and 2) above.

Limit of Liability

Our liability for all damages payable for any one accident or series of accidents arising out of any one event shall not exceed £5,000,000 plus all costs and expenses incurred with **our** prior written consent.

Special Conditions

1. All claims arising out of one incident shall be treated as one claim
2. In the event of **your** death, **we** will treat **your** legal personal representatives as the **insured** in respect of liability incurred by **you**.

Specific Extensions

This section also covers:

<p>1. Unrecovered Court Awards</p>	<p>We will pay for amounts you have been awarded by a court in the United Kingdom for bodily injury or damage to property and which still remain outstanding 3 months after the award has been made, provided that:</p> <ol style="list-style-type: none"> a. part 2. above of this insurance would have indemnified you had the award been made against you rather than to you; b. there is no appeal pending; and c. you agree to allow us to enforce any right that we shall become entitled to upon making payment <p>Our liability for all damages payable under this extension shall not exceed £1,000,000 in any one period of insurance.</p>
<p>2. Defective premises Act</p>	<p>We will indemnify you for any amount you become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any home previously owned and occupied by you.</p> <p>This extension will not indemnify you for:</p> <ol style="list-style-type: none"> a) any liability if you are entitled to indemnity under any other insurance; or b) the cost of repairing any fault or alleged fault.

Section 4 – Liability to Others (continued)

Specific Exclusions

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

1. Bodily Injury to you , any person permanently residing with you in the home or any person who, at the time of sustaining such injury, is engaged in your service.
2. For damage to property owned by or in the charge or control of you , any person permanently residing with you in the home or any person engaged in your service. This exclusion does not apply in respect of damage to the buildings for which you , as tenant, are legally liable to the owner.
3. Bodily Injury or damage to property arising out of your ownership, possession or use of: <ul style="list-style-type: none">a) Any land vehicle(s) which are required to be registered for use on a public highway or where legislation states that the user must have motor liability insurance;b) Any aircraft (included but not limited to model aircraft, gliders, hang-gliders, microlights and drones);c) Any craft designed for use on water other than:<ul style="list-style-type: none">• Boats of less than 16 feet or 4.8 metres in length or motorised boats or vessels with an engine of 25 horsepower or less which you have owned, rented or borrowed for less than thirty (30) days;• Surfboards• Sailboards• Dinghiesd) Any animal, other than cats, horses, dogs that are not designated as dangerous under the Dangerous Dogs Act 1991, the Dangerous Dogs Amendment 1997, the Dogs (Northern Ireland) Order 1983, the Dangerous Dogs (Northern Ireland) Order 1991, the Control of Dogs (Scotland) Act 2010 or any amending legislation, ore) Any power operated lift (other than domestic stair lifts).
4. For bodily injury arising directly or indirectly from a communicable disease or condition.
5. For fines, penalties or punitive or exemplary damages that are only intended to punish you or to make an example of you .
6. Arising out of any criminal or violent act to another person or their property.
7. Arising directly or indirectly out of any business, profession, occupation or employment, other than: <ul style="list-style-type: none">i. Use of the home as an office for non-manual work in connection with your home business,ii. Any unpaid occupation as a director or officer of a registered charity or other not for profit organisation,iii. Voluntary work for a registered charity, religious or community group.
8. Which you have assumed under contract and which would not otherwise have attached
9. Arising out of your ownership, occupation, possession or use of any land or building which is not within the insured premises
10. If you are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted.
11. In respect of any kind of pollution and/or contamination unless it is: <ul style="list-style-type: none">i. Caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the insured premises named in the schedule; andii. Reported to us not later than thirty (30) days from the end of the period of insurance <p>The most we will pay in total for all such claims covered in the period of insurance is £5,000,000 including costs and expenses.</p>

Section 5 – Home Emergency Insurance Policy

Thank **you** for choosing this policy.

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

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

This policy provides assistance in the event of the **emergencies** outlined in the table below. Please call **us** as soon as **you** are aware of the **emergency**.

The Insurers or Service Providers

This policy is provided on behalf of Bspoke Private Clients which is a trading name of Bspoke Commercial Limited. Bspoke Commercial Limited is authorised and regulated by the Financial Conduct Authority (FCA number 709456) Registered Office: Brookfield Court, Selby Road, Leeds, LS25 1NB. Registered in England and Wales. Company Number: 09284678.

This home emergency policy is provided by Arc Legal Assistance Limited, and the insurer is AmTrust Specialty Limited.

Claims under this policy are handled by Arc Legal Assistance Limited.

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

Important Information

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

If **we** make any changes to **your** policy cover, these will be confirmed to **you** separately in writing.

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

How to Make a Claim

Please call **us** as soon as **you** are aware of the **emergency**.

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

Are **you** having an emergency in relation to one of the following?

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

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

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

Section 5 – Home Emergency Insurance Policy (continued)

How to Make a Claim (continued)

What will happen next:

If **you** suffer an **emergency** at **your home**, **you** should tell **us** on the **emergency** telephone number. **We** will then:

- Advise **you** how to protect **yourself** and **your home** immediately;
- Validate **your** policy and arrange for one of **our authorised contractors** to get in touch with **you** to make an appointment or to settle **your** claim on a **reimbursement basis**;
- **We**, along with **our authorised suppliers** under **our** delegated authority, will then manage **your** claim from that point onwards and keep **you** updated throughout **your** claim journey;
- **We** will organise and pay up to £1500 per claim including VAT, call out, labour, parts and materials to carry out an **emergency** repair;
- In the event of **your home** becoming uninhabitable and remaining so because of a covered event, **we** will contribute up to £200 inc VAT towards the cost of **your** (including **your** pets) accommodation including transport, on a **reimbursement basis**;
- Once **we** have carried out an **emergency repair** and contained the **emergency** for **you**, **we** would always recommend that **you** arrange for a **permanent repair** to be completed by a qualified tradesperson as soon as possible. In many cases the **emergency repair** will only provide a temporary solution to the problem.

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

If the **emergency** repair is going to cost more than the £1500 limit inclusive of VAT, **we** will require **you** to contribute the difference before **we** complete the **emergency repair**.

Subject to **our** prior agreement and on receipt of **your** contractor's fully itemised and paid invoice, **we** would pay **you** up to £1500 inclusive of VAT as a contribution to a repair, which **you** arrange **yourself**, taking into account costs already reasonably incurred by **our** authorised supplier, for the initial visit. Any costs already incurred by **our authorised supplier** will be added to any costs incurred by **your** own contractor to determine whether the £1500 inclusive of VAT policy limit has been reached.

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

When **we** make a repair **we** will leave **your home** safe and habitable but **we** will not be responsible for reinstating it to its original condition, although **you** may find that this is covered under **your** buildings insurance.

In some circumstances **we** may find it difficult to deploy an **authorised supplier** to attend **your home** or deal with **your emergency** within a reasonable timescale. Examples of such circumstances are:

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

In these circumstances, **you** may, with **our** prior agreement, arrange for **your** own contractor to resolve **your emergency** and **we** will refund the cost of **your** contractor up to £1500 inclusive of VAT.

In this event you will need to provide a fully itemised invoice or receipt from **your** own contractor to support **your** claim for reimbursement. **We** will only reimburse the cost of the **emergency repair** applicable under the policy.

Other Insurance

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

Recovering our costs

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

Section 5 – Home Emergency Insurance Policy (continued)

Parts Availability

The provision of parts is an important factor in providing **emergency** repairs. If **our authorised supplier** does not carry the spare parts needed on the day of **your** appointment, **we** will do all **we** reasonably can to find and install parts through **our approved suppliers**. **We** may use new parts or parts that have been reconditioned by the manufacturer or approved third parties.

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

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

Meaning of Words

Wherever the following words and phrases appear in bold in this section, they will always have the following meanings:

Authorised Supplier	A tradesperson authorised by us to assess your claim and carry out repairs in your home under this policy and under our delegated authority.
Covered/Insured Events	Emergency to essential services in your home listed in the section below headed "What is covered".
Data Protection Legislation	The relevant data protection legislation in force in the United Kingdom at the time of the insured events .
Emergency	The result of a sudden and unforeseen incident at the home which immediately: a) exposes you or a third party to a risk to their health or; b) creates a risk of loss of or damage to the home and/or any of your belongings or; c) renders the home uninhabitable.
Emergency Repairs	Work undertaken by an authorised supplier to resolve the emergency by completing a temporary repair .
Home	The house or flat shown on your policy certificate, its integral (built-in) garages all used for domestic purposes only in the United Kingdom. It does not include detached garages, sheds, greenhouses and other buildings.
Insured / You / Your	You , the policyholder, and /or any member of your immediate family normally living at your home .
Period of Insurance	One year from the start or renewal date shown on your policy certificate. If a mid-term adjustment has been made, the date on your new policy certificate.
Permanent Repair	Repairs and/or work required to put right the fault which caused the emergency on a permanent basis.
Reimbursement Basis	Subject to our prior agreement and on receipt of the engineer / installer/ supplier/ authorised supplier's fully itemised invoice, we will pay you up to £1500 inclusive of VAT as a contribution to a repair which you will arrange yourself . This will be in full and final settlement of your claim.
Temporary Repair	Repairs and/or work immediately required to stop further damage being caused by the emergency . You will need to replace this with a permanent repair.
Trace and Access	Damage resulting from gaining necessary access to the emergency or reinstating the fabric of your home .
United Kingdom	United Kingdom of Great Britain and Northern Ireland, including the Isle of Man and the Channel Islands, where it is more likely that your claim will be settled on a reimbursement basis .
We/Us/Our	Arc Legal Assistance Ltd; who administer this product on behalf of the underwriter AmTrust Specialty Limited.

Section 5 – Home Emergency Insurance Policy (continued)

What is covered	What is not covered
<p>We will only pay for the emergency repair. We will not pay for any damage caused by the emergency.</p> <p>The emergencies listed below are covered under this policy:</p>	<p>There are conditions and exclusions, listed below, which limit the type and value of emergency repairs you can claim for. Please read them carefully to ensure this cover meets your needs. We do not wish you to discover after an emergency has occurred that it is not covered under the policy.</p> <p>The following incidents are NOT covered under this policy:</p>
<p><u>Plumbing</u></p> <p>An emergency relating to:</p> <p>The internal hot and cold water pipes between the main internal stopcock and the internal taps;</p> <p>The cold water storage tank;</p> <p>Flushing mechanism of a toilet;</p> <p>A leak from:</p> <ul style="list-style-type: none"> • Your toilet; • Pipes leading to and from the shower or bath; • Internal section of the overflow pipe; • Central heating water pipes. 	<p>Any dripping tap/nozzle or any other part of the plumbing or drainage system where the water is safely escaping down a drain;</p> <p>Replacing external overflows, cylinders, hot and cold water storage tanks, radiators, immersion tanks and sanitary ware including sinks and basins;</p> <p>Burst or leaking flexible hoses along with breakdown, leak or damage to domestic appliances such as dishwashers and washing machines;</p> <p>Septic tanks, swimming pools and hot tubs;</p> <p>Repair to, or replacement of, all pipe work outside the home;</p> <p>Dealing with temporarily frozen pipes;</p> <p>Damage resulting from gaining necessary access to the emergency or reinstating the fabric of your home. Otherwise known as Trace and Access.</p>
<p><u>Drainage</u></p> <p>An emergency relating to the blockage of, or damage to the waste pipes causing a blockage or a waste water leak.</p> <p>The below is a list of emergencies that you would be covered for:</p> <p>Blocked sinks, blocked or leaking waste pipes, along with rainwater drains;</p> <p>Blocked bath, toilets or external drainage. You will still be covered if you do have another working toilet or bathing facility;</p> <p>Blocked or leaking soil vent pipes, provided you are solely responsible for this.</p>	<p>Repairs to drains that are the responsibility of the local water authority (even if they are within the boundaries of the home);</p> <p>Repairing, replacing manholes, soakaways, septic tanks (clearing or emptying), cesspits, treatment plants and their outflow pipes, guttering and downpipes;</p> <p>Regularly cleaning your drains and any descaling of your drains;</p> <p>Removing, replacing or repairing any part of the drain which is damaged but does not result in the total blockage of the drain;</p> <p>Repairing or unblocking drains which are used for commercial purposes;</p> <p>Making access to drain systems points of entry (such as manhole covers) if these have been built over;</p> <p>Drain clearance due to installation faults or misuse of drains such as flushing baby wipes down the drain, grease or cooking oil;</p> <p>Damage resulting from gaining necessary access to the emergency or reinstating the fabric of your home. Otherwise known as trace and access.</p>

Section 5 – Home Emergency Insurance Policy (continued)

What is covered	What is not covered
<p><u>Failure of Internal Electrics</u></p> <p>Failure of your electrics rendering your home uninhabitable. For example: failed wiring to immersion heaters/ boilers/bathroom lights.</p>	<p>Failure of burglar/fire alarm systems, CCTV surveillance or swimming pools and their plumbing or filtration systems. Also shower units, replacement of light bulbs and fuses in plugs;</p> <p>Repair to, or replacement of, electrical appliances such as cookers, all electrical wiring and infrastructure outside the home.</p>
<p><u>Security</u> <u>Windows</u></p> <p>Broken and cracked windows which result in the home not being secure.</p> <p>We will undertake an emergency repair using boarding or similar material to resolve the immediate security risk.</p> <p><u>Keys and Locks</u></p> <p>Gaining access to, or securing your home through an external door where you have no alternative due to:</p> <ul style="list-style-type: none"> • lost or damaged keys; • stolen keys; • failure of the external locking mechanism to the door; <p>Damage to locks on external doors or windows caused by vandalism, theft or attempted theft where you are unable to secure your home;</p> <p>Replacement of a single set of keys (if this is the only alternative to resolve the emergency).</p>	<p><u>Windows, Keys and Locks</u></p> <p>Fences, outbuildings and detached garages: damage to windows, doors or locks;</p> <p>Double glazing where one pane is broken but the other is intact and the home is therefore secure.</p>
<p><u>Pests</u></p> <p>Removal of rats, mice, wasps and hornets, where evidence of infestation in your home has been found.</p>	<p>Pests found outside your home, such as in detached garages and outbuildings.</p>
<p><u>Internal Gas Pipes</u></p> <p>A leak from the internal gas supply pipe in your home between the meter and a gas appliance. We will repair or replace the section of pipe, following the isolation of the gas supply by the National gas emergency Service.</p> <p>If you think you have a gas leak, you should immediately call the National Gas Emergency Service on 0800 111 999.</p>	<p>Restoration of gas supply is not included. Please contact your Utility Company who will be able to arrange this for you;</p> <p>Corrosion of the gas supply pipe due to natural wear and tear or methods used to conceal the pipe work, such as under a concrete floor, without adequate protection;</p> <p>Damage resulting from gaining necessary access to the emergency or reinstating the fabric of your home. Otherwise known as trace and access.</p>

Section 5 – Home Emergency Insurance Policy (continued)

What is covered	What is not covered
<p><u>Boiler and Heating System</u></p> <p>Complete/partial/intermittent failure or breakdown of your primary heating/hot water system, resulting in no hot water and/or heating.</p> <p>We will also cover you for:</p> <ul style="list-style-type: none"> • A loss of water pressure within a boiler due to a fault; • A water leak from the boiler/heating system. <p>Included:</p> <p>Domestic gas boiler within your home, the output of which does not exceed 60Kw/hr. This also includes boiler isolating valve, along with all manufacturer's fitted components within the boiler – together with the pump, motorised valves, thermostat, radiator, timer, temperature pressure controls and the primary flue;</p> <p>Claims related to other forms of primary heating, such as renewable technologies in your home or fuels used such as oil, LPG, solid fuel, electric boilers and solar, may be settled on a reimbursement basis if an authorised contractor is not available at the time in your local area;</p>	<p>Commercial boilers or heating systems with an output of over 60kW/hr;</p> <p>Any heating system which is not wholly situated within your home or is shared with neighbouring dwellings;</p> <p>Descaling and any work arising from hard water scale deposits (including power flushing) or from damage caused by hard water or sludge resulting from corrosion. Signs that work is needed may include a noisy boiler, sludged up pipes or poor circulation;</p> <p>Thermostatic valves;</p> <p>Replacement of any equipment added to the standard heating system such as a Magnaclean or similar device;</p> <p>Adjustments to the timing and temperature controls, or replacement of controls which can be manually operated safely, including relighting the pilot light/flame;</p> <p>Any costs for the repair of your heating system which is covered by a manufacturer, supplier, installer or repairer guarantee or warranty;</p> <p>Boilers which are still working, but you suspect may be about to break down (e.g. where a noise has developed) or where the fault is not apparent to our authorised contractor;</p> <p>Any routine maintenance, cleaning and servicing, as well as repairs that require a power flush of your boiler or main heating system;</p> <p>Any repair or replacement of under floor heating systems, warm air units, air or ground source heat pumps.</p>
<p><u>Boiler and Heating System – Beyond Economical Repair</u></p> <p>If in the opinion of our authorised contractor, we are unable to repair your boiler/hot water system, we will pay you £250 towards buying a replacement boiler or heating system. This can be claimed on a reimbursement basis within 90 days of our attendance at your home;</p> <p>If we are unable to repair your boiler/hot water system and you choose to not replace it, cover under this section will no longer apply.</p>	<p>Any fault arising due to sludge/scale/rust/debris within the primary heating system or damage caused by any other chemical composition of the water e.g. if you reside in a hard water area (as per the Local Water Authority);</p> <p>Repair/replacement of convector heaters, inhibitors, water tanks, radiators, radiator valves and hot water cylinders;</p> <p>Repair to, or replacement of, gas appliances such as cookers;</p> <p>Any loss or damage resulting from a lack of proper maintenance, including that caused by or to a boiler or central heating system which has not been properly maintained in accordance with manufacturers' instructions;</p> <p>Repair or replacement of the flue due to wear and tear;</p>

Section 5 – Home Emergency Insurance Policy (continued)

What is covered	What is not covered
	<p>Any adaptations made to the property which do not comply with the regulations applicable at the time;</p> <p>If you are a landlord, we would not be able to work on the boiler and/or heating system if you are unable to provide us with the most recent and valid CP12 document or Landlord Certificate.</p>
<p><u>Temporary Heating</u></p> <p>If you have no heating and a part needs to be ordered following the engineer's first visit, or if we are unable to repair the boiler/heating system, you have the option to either purchase heaters up to a value of £50 inc VAT on a reimbursement basis. These heaters are yours to keep.</p> <p>Alternatively we can deliver two temporary heaters to your home.</p>	
<p><u>Roofing</u></p> <p>Sudden or unforeseen roofing problems such as leaks or tiles blown off during a storm or bad weather.</p> <p>We will undertake an emergency repair using a tarpaulin or similar material to resolve the immediate home emergency.</p>	<p>We will not replace tiles (unless this is the only way to contain the emergency)</p> <p>Water ingress due to poor roof maintenance or wear and tear.</p> <p>Damage caused to the home and/or contents as a result of water ingress.</p>

General Exclusions

We will not cover the following:

1. A repair if you are aggressive towards our authorised suppliers or staff or impede or prevent access to your home at reasonable times to complete the repair;
2. Loss or damage arising from emergencies which were known to you before the start date of this policy;
3. Any loss where you did not contact us to arrange repairs;
4. Disconnection or failure of mains services by a utility company concerned or any equipment or services which are the responsibility of the utility company;
5. Any emergency in a home that has been unoccupied for more than 30 consecutive days;
6. Any defect, damage or breakdown caused by modification, negligence or misuse;
7. Any loss or damage arising as a consequence of war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance, ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component;
8. Any loss or damage arising from structural problems as a result of any form of subsidence, bedding down of new structures, demolition, alterations to your home or the use of defective products;
9. Any repair costs which are covered by a manufacturer, supplier, installer or repairer guarantee or warranty;
10. This insurance does not cover normal day to day maintenance at your home that you should carry out. Nor does it pay for replacing items that wear out over a period of time or replacement of parts on a like for like basis where the replacement is necessary to resolve the immediate emergency ;

Section 5 – Home Emergency Insurance Policy (continued)

11. If you have been advised of remedial work, which you cannot prove has been carried out by a recognised and competent contractor on their previous visits or by a recognised third party authority, such as your local water authority, utility company or boiler manufacturer;
12. No costs for repairs, parts or services are payable under this insurance unless we have been notified by you or a person calling on your behalf through the 24 hour claims helpline, and we have approved a contractor in advance;
13. Cost of Trace and Access to locate the source of the emergency ;
14. Any boiler inspections or any other emergency repairs where asbestos may be disturbed;
15. The removal of asbestos;
16. Damage resulting from gaining necessary access to the emergency or reinstating the fabric of your home . Otherwise known as Trace and Access ;
17. When we make a repair we will leave your home safe and habitable but we will not be responsible for reinstating it to its original condition;
18. Where Health and Safety regulations or a risk assessment that has been carried out, prevent our authorised contractors being able to attend to the emergency or carry out work in your home .

Renewal and Cancellation Rights

Renewals

Before the end of **your** current **Home Emergency** policy, **we** will write to **you** to tell **you** about any changes to what is included in **your** agreement or any changes to **our** prices for the next year.

Unless **you** tell **us** when **we** write to **you** that **you** do not want to renew, **we** will automatically renew **your** agreement for another year if **you** have chosen to pay by Direct Debit.

Cancellation – Your Rights

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

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

Cancellation – Our Rights

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

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

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

If **we** exercise **our** rights to cancel the policy under this section, **we** will refund the premium paid proportionate to the remaining **period of insurance**, provided **you** have not made any claims. **We** reserve the right to refuse renewal of any individual policy.

We may cancel this policy with immediate effect if:

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

We will continue to honour any claims made before cancellation

Section 5 – Home Emergency Insurance Policy (continued)

Fraud, Misrepresentation and Disclosure

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

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

We may:

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

Complaints Procedure

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

Write to **us**: Arc Legal Assistance Limited,
PO Box 8921,
Colchester,
CO4 5NE

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

Call **us** on: 01206 615000

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

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

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

Tel: 0300 123 9 123

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

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

Section 5 – Home Emergency Insurance Policy (continued)

FSCS

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

Privacy & Data Protection Notices

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

1. Data Protection

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

What we do with your personal information

We might need to use the information **we** have about **you** for different reasons.

For example, **we** might need it:

- to run through **our** computerised system to decide if **we** can offer **you** this insurance.
- to help **you** if **you** have any queries or want to make a claim.
- to provide **you** with information, products or services if **you** ask **us** to.
- for research or statistics.

We will need it:

- to provide this insurance.
- to contact **you** to ask if **you** want to renew it.
- to protect both **you** and **us** against fraud and money laundering.
- to comply with the law and any regulations that apply.

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

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

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

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

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

If **you** have any questions about how **we** use **your** information, **you** can contact **our** Data Protection Officer. **You** can find their contact details on **our** website (www.amtrustinternational.com/dpn).

Section 5 – Home Emergency Insurance Policy (continued)

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 Specialty Limited, Registered Office: Exchequer Court, 33 St Mary Axe, London EC3A 8AA, Registered Number: 1229676.

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

Section 6 – Family Legal Protection

Cover

Family Legal Protection provides:

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

Assistance Helpline Services

Legal and Tax Helpline

You can use the helpline service 24 hours a day, seven days a week to discuss any legal or taxation problem which happens in the **United Kingdom**, the Channel Islands and the Isle of Man, and during the Period of Insurance.

Simply telephone **0344 770 1040** and quote “**Pen MNW Home**”. Telephone calls may be recorded for both **Your** and **Our** protection.

Lifestyle Counselling Helpline & Online Support Service

This service can help with a range of problems from practical everyday matters to sensitive or emotional issues. **Our** specialists will help **You** deal with personal relationship problems, problems with colleagues in the workplace and other issues affecting **Your** general wellbeing.

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

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

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

Domestic Helpline

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

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

Simply telephone **0344 770 1041** and quote “**Pen MNW Home**”.

Health and Medical Information Service

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

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

Simply telephone **0344 770 1036** and quote “**Pen MNW Home**”.

Veterinary Assistance

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

Simply telephone **0344 770 1036** and quote “**Pen MNW Home**”.

Childcare Assistance

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

Simply telephone **0344 770 1036** and quote “**Pen MNW Home**”.

Section 6 – Family Legal Protection (continued)

Assistance Helpline Services continued

Home Assistance

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

Simply telephone **0344 770 1036** and quote “**Pen MNW Home**”.

Total Legal

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

Additional Legal Services

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

- legal costs arising from the sale or purchase of the home and re-mortgaging
- divorce and child custody issues
- wills and probate

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

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

Legal Assistance Portal

As well as **Your** Legal Expenses cover, **You** can use **Our** online Legal Assistance Portal. This will give **You**:

- Online legal document templates that can help **You** with legal problems **You** have under **Your** cover such as consumer or property disputes.
- Access to **Our** ‘Advice Tree’ - **Our** legal encyclopaedia with guidance pages on areas of law under **Your** cover such as employment disputes or injury claims
- Legal Assistance Helpline Booking Service so that **You** can arrange for one of **Our** legal advisers to call **You**
- Access to **Our** Online Claim System if **You** have spoken to a legal adviser and need to start a claim under **Your** cover
- Access to Online Chat if **You** need to speak to one of **Our** First Response agents for help or advice using any of **Our** services

You can find this service by visiting legalassistportal.arclegal.co.uk where **You** can register **Your** details and use this service.

Terms of Cover

This insurance is managed and provided by Arc Legal Assistance Limited. The insurance parts of this section are underwritten by the **Insurer** and **We** act on their behalf.

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** happens and **You** want to use a legal representative that **You** choose **Yourself**, **We** will not pay **Advisers’ Costs** which are 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.

Section 6 – Family Legal Protection (continued)

Terms of Cover continued

Terms of Cover

Your Family Legal Protection covers **Costs** as detailed under the separate sections of cover, less any **Excess** up to the **Maximum Amount Payable** where:-

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

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

Important Conditions

If **Your** claim is covered under a section of this policy and no exclusions apply then it is vital that **You** comply with the conditions of this policy in order for **Your** claim to proceed. The conditions that apply to this section are given 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 higher chance of winning the case and achieving a positive outcome. A positive outcome includes, for example, 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** finds that there is not a 51% or higher chance of success then **We** may decline or stop giving 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 to stop giving support for **Your** case.

Giving the Insurer all the important information

When the **Insurer** accepts **Your** application for this insurance, it relies on the information **You** give. **You** must take reasonable care to give full answers to the questions asked when **You** take out, or make changes to, **Your** policy. If the information provided by **You** is not complete and accurate **Your** cover might be affected and:

- the **Insurer** might cancel **Your** policy and refuse to pay any claim or
- the **Insurer** might not pay any claim in full.

We will write to **You** if the **Insurer**:

- intends to cancel **Your** policy; or
- needs to amend the terms of **Your** policy; or needs **You** to pay more for **Your** insurance.

If **You** become aware that information **You** have given is incomplete or inaccurate, **You** must tell **Us**.

Freedom of Choice

You can choose **Your** own **Adviser** to act for **You** when it is likely that court proceedings might need to be started. If **You** do this, **We** will only pay **Standard Advisers' Costs** up to the **Maximum Amount Payable** (which **We** have the right to change from time to time).

Section 6 – Family Legal Protection (continued)

Definitions

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

Adviser	Our specialist panel solicitors or accountants or their agents appointed by Us to act for You , or, and subject to Our agreement, where it is necessary to start court proceedings or a Conflict of Interest arises, another legal representative nominated by you .
Advisers' Costs	Legal or accountancy fees and disbursements incurred by the Adviser .
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.
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.
Daily Rate	An amount equal to 1/250 th of either of the following: <ul style="list-style-type: none">• If You are employed, the average of the amounts shown on Your payslips from Your employer during the last 12 months (excluding bonus payments and overtime); or If You are self-employed, the monthly average of the income You declared to HMRC for the previous tax year.
Insured Event	The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance.
Insurer	AmTrust Specialty Limited
Legal Action(s)	<ul style="list-style-type: none">▪ The pursuit or defence of civil legal cases for damages and/or injunctions, specific performance or;▪ The defence of criminal prosecutions to do with Your employment
Legal Helpline	The service provided by Our panel solicitors on Our behalf which enables You to obtain advice on any matter which may give rise to a claim under this insurance.
Maximum Amount Payable	We will pay up to £100 per hour plus VAT up to a maximum amount payable in respect of an Insured Event as stated below: Social Media Defamation: £25,000 All other sections of cover: £150,000 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.
Period of Insurance	This insurance provides cover for the same period covered by the insurance product or benefit to which it sits alongside. To be clear, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn

Section 6 – Family Legal Protection (continued)

Definitions Continued

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, if We wish, vary from time to time.
Territorial Limits	Personal Injury: Worldwide Contract Pursuit and Defence: The United Kingdom, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey. All other sections: United Kingdom, the Isle of Man and the Channel Islands.
We/Us/Our	Arc Legal Assistance Limited.
You/Your /Yourself	Any person who has paid the premium, or on whose behalf the premium has been paid and been declared to Us by Your insurance adviser and is permanently resident at the property covered under the household insurance to which this cover attaches. Cover also applies to Your family members' resident with You . If You die Your personal representatives will be covered to pursue or defend cases covered by this insurance on Your behalf that arose prior to or out of Your death

Cover

Consumer Pursuit
What is insured: Costs to pursue a Legal Action, resulting from an Insured Event, following a breach of a contract You have for buying or renting goods or services for Your private use. The contract must have been made after You first purchased this insurance unless You have held this or equivalent cover with Us or another insurer continuously from or before the date on which the agreement was made.
What is not insured:
Claims
a) Where the amount in dispute is below £100 plus VAT
b) Where the breach of contract occurred before You purchased this insurance
c) For/or related to professional negligence
d) Involving a vehicle owned by You or which You are legally responsible for
e) Resulting from a dispute with any government, public or local authority
f) Resulting from the purchase or sale of Your main Home
g) Relating to a lease tenancy or licence to use property or land
h) Relating to a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled
i) Relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to You
j) Directly or indirectly arising from planning law
k) Directly or indirectly arising from constructing buildings or altering their structure for Your use, except in relation to disputes where the amount in dispute is below £5,000 including VAT.

Section 6 – Family Legal Protection (continued)

Cover continued

Consumer Defence

What is insured:

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

What is not insured:

Claims

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

Personal Injury

What is insured:

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

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

Personal Injury continued

What is not insured:

Claims

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

Clinical Negligence

What is insured:

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

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

What is not insured:

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

Section 6 – Family Legal Protection (continued)

Cover continued

Employment Disputes

What is insured:

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

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

What is not insured:

Claims

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

Property Infringement

What is insured:

Costs to pursue a **Legal Action, resulting from an Insured Event**, for nuisance or trespass against the person or organisation infringing **Your** legal rights, in relation to **Your** main home.

What is not insured:

Claims

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

Section 6 – Family Legal Protection (continued)

Cover continued

Property Damage

What is insured:

Costs to pursue a **Legal Action, resulting from an** Insured Event, for damages against a person or organisation that causes physical damage to **Your** main home. The damage must have been caused after **You** first purchased this insurance.

What is not insured:

Claims

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

Property Sale and Purchase

What is insured

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

Property Sale and Purchase continued

What is not insured:-

Claims

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

Section 6 – Family Legal Protection (continued)

Cover continued

Tax
<p>What is insured:</p> <p>Standard Advisers Costs, resulting from an Insured Event, incurred by an accountant if You are subject to an HM Revenue and Customs Full Enquiry into Your personal Income Tax position, provided that 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 giving notice of intention to investigate.</p> <p>This cover applies only if You have:</p> <ul style="list-style-type: none">a) Maintained proper, complete, truthful and up to date recordsb) Made all returns at the due time without having to pay any penaltyc) Provided all information that the HM Revenue and Customs reasonably requires <p>What is not insured:</p> <p>Claims</p> <ul style="list-style-type: none">a) Where:<ul style="list-style-type: none">i. Deliberate misstatements or omissions have been made, to the authoritiesii. Income has been under-declared because of false representations or statements by Youiii. You are subject to an allegation of fraudb) For standard Advisers' Costs for any amendment after the tax return has initially been submitted to the HM Revenue and Customsc) For enquiries into aspects of Your Tax Return (Aspect Enquiries)

Personal Identity Fraud
<p>What is insured:</p> <p>Costs to pursue actions in the Territorial Limits relating to a single act, or the start of a series of single acts, against You by one person or group of people:</p> <ul style="list-style-type: none">a) To defend Your legal rights and/or take steps to remove County Court Judgments against You that have been obtained by an organisation from which You are alleged to have purchased, hired or leased goods or services. Cover is only available if You deny having entered in to the contract and allege that You have been the victim of Identity Fraudb) 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 Fraudc) 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>What is not insured:</p> <p>Claims</p> <ul style="list-style-type: none">a) Where You have not been the victim of Identity Fraudb) Where You did not take action to prevent Yourself from further instances of Identity Fraud following an Insured Incidentc) Where the Identity Fraud has been carried out by somebody living with Youd) 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 <p>You must agree to be added to the CIFAS Protection Register if We recommend it.</p>

Section 6 – Family Legal Protection (continued)

Cover continued

Legal Defence

What is insured:

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

What is not insured:

Claims

- a) 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
- b) For **Costs** where **You** are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy
- c) For parking offences which cannot lead to penalty points on **Your** license
- d) Following an allegation of violence or dishonesty
- e) For standard **Advisers' Costs** incurred in excess of any costs **You** are able to recover under a Defendants Costs Order.

Jury Service

What is insured:

Payment will be made where **You** need to attend jury service arising during the **Period of Insurance**. At the end of the period of jury service, **You** can submit a claim for:

- a **Daily Rate** for each whole day of attendance for the duration **You** are off work attending jury service, providing these costs are not recoverable from **Your** employer or the court.
- 50% of the **Daily Rate** for each additional half day **You** are off work attending jury service providing these costs are not recoverable from **Your** employer or the court

Social Media Defamation

What is insured:

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

What is not insured:-

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

Section 6 – Family Legal Protection (continued)

General Exclusions

<p>1. There is no cover where:-</p> <ol style="list-style-type: none">The Insured Event started before this policy beganYou do not have the relevant section of cover in placeYou should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed <p>An estimate of Advisers' Costs of acting for You is more than the amount in dispute; or Advisers' Costs 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</p> <p>Your insurers refuse to accept this insurance policy as valid or refuse indemnity</p>
<p>2. There is no cover for:-</p> <ol style="list-style-type: none">Claims over loss or damage where that loss or damage is insured under any other insuranceClaims made by or against Your insurance adviser, the Insurer, the Adviser or UsAny claim You make which is false or fraudulent or exaggeratedDefending Legal Actions arising from anything You did deliberately or recklesslyCosts if Your claim is part of a group claim or will be affected by or will affect the outcome of other claims
<p>3. There is no cover for any claim directly or indirectly arising from:-</p> <ol style="list-style-type: none">A dispute between You and someone You live with or have lived withYour business trade or profession other than as an EmployeeAn application for a judicial reviewDefending or pursuing new areas of law or test cases
<p>4. Contracts (Rights of Third Parties) Act 1999</p> <p>A person who is not a party to the 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.</p>
<p>5. Sanction Limitation and Exclusion Clause</p> <p>The Insurer will not cover or be liable to pay any claim or provide any benefit under this section of Your insurance if doing so would expose it to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.</p>
<p>6. Cyber Attack Exclusion</p> <p>The Insurer will not pay for any loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme malicious code, Computer Virus or process or any other electronic system. This exclusion applies unless cover for Costs is specifically allowed for in the Sections of Cover above.</p>

Section 6 – Family Legal Protection (continued)

Conditions

1. Claims

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

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

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

2. Prospects of Success

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

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

3. 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.

4. 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.

Section 6 – Family Legal Protection (continued)

Conditions (continued)

5. 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.

6. Cancellation

Your **right to cancel**:

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

The **Insurer's** right to cancel

The **Insurer** can cancel the insurance by giving 14 days' notice in writing to **You** at the address shown on the schedule, or alternative address given by **You**. **You** will be entitled to a refund of premium proportionate to the unexpired term of this insurance if **You** have not made, and do not intend to make, a claim

The **Insurer** 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

Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important information.

7. Disputes

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

8. English Law and Language

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

9. 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 6 – Family Legal Protection (continued)

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

- a) The Legal Helpline for all other sections of cover.

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

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

Privacy & Data Protection Notice

Data Protection

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

What we do with your personal information

We might need to use the information **We** have about **You** for different reasons.

For example, **We** might need it:

- to run through **Our** computerised system to decide if **We** can offer **You** this insurance.
- to help **You** if **You** have any queries or want to make a claim.
- to give **You** information, products or services if **You** ask **Us** to.
- for research or statistics.

We will need it:

- to provide this insurance.
- to contact **You** to ask if **You** want to renew it.
- to protect both **You** and **Us** against fraud and money laundering.
- to comply with the law and any regulations that apply.

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

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

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

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

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

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

Section 6 – Family Legal Protection (continued)

Customer Services Information (continued)

Customer Service

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

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

Our contact details are:

Arc Legal Assistance Ltd

PO Box 8921

Colchester

CO4 5YD

Tel: 01206 615000

Email: customerservice@arclegal.co.uk

The Financial Ombudsman Service contact details are:-

Financial Ombudsman Service

Exchange Tower

London

E14 9SR

Tel: 08000 234 567

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

Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). If **We** fail to carry out our responsibilities under this policy, **You** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at 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 Specialty Limited, Registered Office: Exchequer Court, 33 St Mary Axe, London EC3A 8AA, Registered number: 1229676. AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at www.fca.org.uk.



Bspoke Private Clients

Brookfield Court
Selby Road
Leeds
LS25 1NB

T: 0333 400 0473

E: enquiries@bspokeprivateclients.co.uk

W: www.bspokeprivateclients.co.uk

Bspoke Private Clients is a trading name of Bspoke Commercial Limited. Bspoke Commercial is registered in England and Wales Company Number. 09284678. Registered Office: Brookfield Court, Selby Rd, Leeds LS25 1NB. Bspoke Commercial is authorised and regulated by the Financial Conduct Authority. Firm Reference No. 709456.

This document remains the property of Bspoke Commercial Ltd.

© Bspoke Insurance Group Limited. V3 Apr 2025.