County Thatch Insurance Policy

County
Insurance Services

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Welcome to County

Dear Customer,

Thank you for choosing County Insurance Services Limited, to protect your thatched property.

We want to help you understand your Thatched Property 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 together in a safe place.

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

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

Your Thatched Property 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 by your broker. You should ensure that:

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

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

If you are in any doubt about the level of cover provided, or if you have any questions relating to this insurance, please contact your Broker immediately on 01865 844980.

We hope that You will insure with Us for many years to come.

Tim Sydenham ACII Cert CII
Managing Director

Important Information about your Policy

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 = 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.

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/

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.

Things we need to tell you about

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 amendments in 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 made adversely impacted by **your** carelessness;
- reduce the amount **we** pay on a claim in the proportion the premium **you** have paid bears to the premium **we** would have charged **you**; or
- cancel **your** policy in accordance with **our** rights to cancel

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

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

If **you** become aware that the information **you** have given **us** is inaccurate, **you** must information y**our broker** as soon as practicable.

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

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

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

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

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

Data Protection

How We use Your information

Please read the following carefully as it contains important information relating to the details that **You** have given **Us**. **You** should show this notice to any other party related to this insurance.

Who We are

For Sections 1, 2 and 3: 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.

For Sections 4,4A and 5: ARAG Legal Expenses Insurance Company Limited is the underwriter and provides legal protection under **your** policy insurance. ARAG Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

The legal advice service is provided by ARAG Law Limited and/or a preferred law firm on behalf of ARAG. ARAG Law Limited is authorised and regulated by the Solicitors Regulation Authority (registered number 423113)

You are giving **Your** information to them and their associated companies. In this information statement, '**We**' '**Us**' and '**Our**' refers to them unless otherwise stated. However:-

County Insurance Services Limited 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 including insurers; brokers, insurance intermediaries such as managing general agents, reinsurers, claims handlers, loss adjusters, credit reference agencies, service providers, professional advisers, our regulators, police and government agencies or fraud prevention agencies

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. For further information on how your information is used and your rights in relation to your information please see our privacy notice at www.county-insurance.co.uk/downloads/privacynotice 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.

Definitions

Applicable to the whole of this insurance (with the exception of sections 4, 4A and 5)
Where the following words appear in bold in this insurance contract, they will have the meanings.

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

Bodily injury
Includes death or disease.

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

Buildings
The **home** and its decorations including:
- Fixtures and fittings attached to the **home**,
- Tennis courts, swimming pools, drives, paths, patios and terraces, walls, gates and fences and fixed fuel tanks,
- Solar panels permanently attached to the main private dwelling

which **You** own or for which **You** are legally responsible within the premises named in the **Schedule**.

Contents
Household goods, **Valuables** and **Personal Belongings**, within the **Home**, which are **Your** property or which **You** are legally responsible for.

Contents include:
- Tenants fixtures and fittings,
- Radio and television aerials, satellite dishes, their fittings and masts which are attached to the **Home**,
- **Contents** that are within the premises shown in the **Schedule** but not contained within the **Home** or **Outbuildings** at the time of loss or damage up to £5,000 in total, £1,000 per item, unless it is fixed permanently (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the **Home**),
- **Contents** in **Outbuildings** up to £15,000, unless otherwise stated in the **Schedule**,
- Deeds and registered bonds and other personal documents up to £1,500 in total,
- **Valuables** and **Personal Belongings** within the **Home**, unless otherwise stated in the **Schedule**,
- **Office Equipment** up to £5,000,
- Domestic oil in fixed fuel oil tanks,
- Pedal cycles up to £500 per pedal cycle within the **Home**, unless otherwise stated in the **Schedule**,
- **Money** and **Credit Cards** up to £500 in total, unless otherwise stated in the **Schedule**.

Contents does not include:
- Motor vehicles (other than garden machinery), caravans, aircraft, trains, boats, hovercraft, wet-bikes, trailers and parts or their accessories,
- Any living creature,
- Any part of the **Buildings**,
- Any property held or used for business purposes other than as defined under **Office Equipment**,
- Any property insured under any other insurance,
- Landlords fixtures and fittings.

Credit Cards
Includes charge cards, debit cards, banker's cards and cash dispenser cards.

Domestic Employee(s)
Any person who carries out paid domestic duties for **you** within **your** home and/or it's gardens, other than in connection with **your** business.

Endorsement
A change in the terms and conditions of this insurance.

Excess
The amount stated in this booklet or in the **Schedule** and payable by **You** in the event of a claim.

Family
Any **Family** (including adopted children, step-children and foster children), fiancé(e)s, co-habitees or partners. '**Family**' does not include lodgers or tenants.

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

Home
The private dwelling and the garages and **Outbuildings** used for domestic purposes at the premises shown in the **Schedule**, which **You** are legally responsible for.

Landslip
Downward movement of sloping ground.

Money
- 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, luncheon vouchers and gift tokens,

all held for private or domestic purposes.

Occupant
A person or persons authorised by **You** to stay in the **Home**

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

Office Equipment includes:
- Furniture,
- Computers and associated equipment
- Printers,
- Fax machines and modems,
- Photocopiers and scanners,
- Phone equipment.

Office Equipment does not include:
- Loss of magnetism or corruption of data;
- Compensation for **You** not being able to use the **Office Equipment**;
- Equipment more specifically **insured** by any other insurance;
- The cost of reconstituting any lost or damaged data;
- More than £1,000 in respect of stock or goods held for business purposes;
- **Money** held for business purposes;
- Loss or damage following the equipment being confiscated or repossessed;
- Loss or damage to computer software

Outbuildings
Garden sheds, summer houses, greenhouses or other similar structure on a permanent foundation and used for domestic purposes up to a maximum of £15,000 any one outbuilding, unless specifically stated otherwise in the policy schedule.

Unless otherwise agreed, outbuildings do not include:
- Tree houses
- Inflatable buildings; or
- Any structure which is made of canvas, PVC or any other non-rigid material

Period of Insurance
The length of time for which this insurance is in force, as shown in the **Schedule** and for which **You** have paid and **We** have accepted a premium.

Personal Belongings
Personal Belongings are items that belong to **You** and are normally worn or carried on the person.

Personal Belongings includes:
- Luggage,
- Clothing,
- Sports, musical, camping and photographic equipment,
- Mobile phones,
- Portable computer equipment.

Personal Belongings does not include:
- Tools used or held for business, professional or trade purposes,
- Contact or corneal lenses or hearing aids unless otherwise specified in the **Schedule**,
- Any property insured under any other insurance.

Sanitary Ware
Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.

Schedule
The **Schedule** is part of this insurance and contains details of **You**, the premises, the sums insured, the **Period of Insurance** and the sections of this insurance which apply.

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

Standard Construction:
The buildings which are constructed of brick, stone or concrete and roofed with thatch, slates, tiles, metal or concrete.

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

United Kingdom
The '**United Kingdom**' will include England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries.

Unfurnished
Where the main **Buildings** are not furnished enough for **You** to live in.

Unoccupied
Where the **Buildings** have not been lived in by **You** for more than 60 consecutive days during the **Period of Insurance**.

Valuables
Items of gold, silver or other precious metals, jewellery and furs, fine art and antiques and other collections (paintings, works of art etc.) which belong to **you** or are **your** legal responsibility.

We/Us/Our
The Insurers shown in the **schedule**

You/Your/Insured
The person or persons named in the **Schedule** and all members of **Your Family** who permanently live in the **Home**, including any resident domestic staff employed by **You**.

Our Service Commitment to You

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

If **You** have any questions or concerns about **Your** insurance or the handling of a claim, **You** should contact:

Policy Enquiries	Claims Enquires
County Insurance Services Limited County House Langford Lane Kidlington OX5 1LQ Telephone 01865 844980 Email: quotes@county-insurance.co.uk	County Insurance Services Limited County House Langford Lane Kidlington OX5 1LQ Telephone 01865 290922 Email: householdclaims@county-insurance.co.uk

How to Make a Complaint

If **You** have a Complaint which relates to either **Your** Policy or to a claim which **You** have submitted under **Your** policy then please raise this in the first instance with **Your Broker** who will aim to resolve **Your** concerns by close of the next Business day.

If **Your Broker** is unable to deal with **Your** concerns the matter should be forwarded to **Your** Insurer via County Insurance Services Limited, County House, Langford Lane, Kidlington OX5 1LQ
Email: compliance@county-insurance.co.uk.

Whilst reviewing **Your** complaint **Your** Insurer will:

- Acknowledge **Your** complaint promptly
- Investigate **Your** complaint quickly and thoroughly
- Keep **You** informed of the progress of **Your** complaint
- Do everything possible to resolve **Your** complaint

If **You** remain dissatisfied, **You** may refer the matter at any time to contact your insurers:-

For Sections 1, 2 and 3:
Then contact
Pen Underwriting Limited (Managing General Agent of the Insurers)
Complaints Officer
55 Blythswood Street
Glasgow
G2 7AT
Tel: 0141 285 3539 Email: pencomplaints@penunderwriting.com

Details of Pen Underwritings complaints procedures are available at: http://www.penunderwriting.co.uk/Pages/complaints.aspx

For Sections 4, 4A and 5:
Then contact:
Customer Relations Department
ARAG Legal Expenses Insurance Company Limited Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW
Telephone: **03448939013**
Email: **customer-relations@arag.co.uk**
Completing the online complaint form at: **www.arag.co.uk/complaints**

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

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Tel: 0800 023 4567 (for landline users, mobile users may be charged)
0300 123 9123 (same rate as 01 or 02 numbers, on mobile phone tariffs)
Email: **complaint.info@financial-ombudsman.org.uk**

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**

In all communications the policy/certificate number appearing in the **Schedule** should be quoted.

Your right to take legal action against **Us** is not affected by referral to either the Customer Relations Team or the Financial Ombudsman Service.

Cancelling this Policy

Your Statutory Rights

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

- the date **you** receive the policy documentation, or
- the start of the **period of insurance**, whichever is the latter.

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

If **you** cancel after **your** cover and provided there hasn't been a claim **we** will refund the full premium paid less a proportionate deduction for the time **we** have provided cover.

Your Right to Cancel this Policy

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

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

Our Right to Cancel this Policy

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

- Failure to provide **Us** with information **We** have requested that is directly relevant to the cover provided under this policy or any claim;
- The use of foul or offensive language;
- Nuisance or disruptive behaviour
- 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;
- **We** establish that **You** have provided **Us** with incorrect information;
- **You** breach any terms and conditions of **Your** policy.

Please also see the Fraud conditions and the Change in Circumstances conditions of this policy in the general conditions section of this policy

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

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

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

The following claims procedures apply when making a claim in sections 1,2 and 3 of the policy.
When making a claim on sections 4, 4A and 5, please refer to the relevant sections for details

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

Applicable to sections 1 2 & 3 of this insurance

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

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

01865 290922

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

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

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

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

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

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, If **you** fail to do so, a claim may be rejected or payment could be reduced.

Claims Terms and Conditions
Applicable to sections 1 2 & 3 of this insurance

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.

- **You** must notify **Your Broker** as soon as possible giving full details of what has happened.
- **You** must provide **Us** with details of what has happened within 30 days of discovering the loss or damage.
- 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.
- 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.

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.

General Conditions

Applicable to the whole of this insurance

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.

Take Care

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

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

You must always make sure that the sums insured shown in **Your Schedule** are adequate.

i. **Buildings** should be insured for the full cost of rebuilding the buildings (including VAT) 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. **Contents** should be insured for the full cost of replacement as new.

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** or **Unfurnished**;
- 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**;
- **You** or any member of **Your Family** has received a conviction for any offence except for driving;
- Any increase in the value of **Your Contents** or the rebuilding cost of **Your Buildings**;
- **You** use a chimney at the **Home** which **You** have previously told **Us** is not used;
- **You** install a wood or solid fuel stove at the **Home**;
- The fire protections **You** have told **Us** about at the **Home** are removed, amended or become faulty;
- Any part of **Your Home** is going to be used for any trade, professional or business purposes;

You don't need to tell **Us** about trade, professional or business use if:

- The trade, professional or business use is only clerical; and
- There are no staff employed to work from the **Home**; and
- There are no visitors to the **Home** in connection with the trade, profession or business; and
- 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.

Thatch Conditions

1. Fire Conditions
It is a condition of this insurance that where it is within your control **you** do not allow

- Any bonfires/incinerators to be within 100 meters of the home
- Old thatch and thatching to be burnt within 100 meters of the home
- Barbecues, fire-pits, patio heaters or chimineas to be burnt within 5 meters of the home

2. Chimney Condition
The use of wood burning and/or multifuel stoves is excluded by this policy.

It is a condition of this insurance that all chimneys serving open fires must be:

1. Kept in a good state of repair throughout the **period of insurance**; and

2. Professionally cleaned along the entire length at least twice during the **period of insurance** being:
   i. At least once between 1st July and 31st October prior to winter use; and
   ii. At least once between 1st January and 31st March unless alternative dates have been agreed by **us** in writing

   By a member of any of the following professional bodies unless an alternative has been agreed by us:
   a. National Association of Chimney Sweepers (NACS)
   b. Guild of Master Chimney Sweeps
   c. Association of Professional and Independent Chimney Sweepers

3. Professionally inspected by a qualified Chimney Engineer at least once every 5 years and any requirements or recommendations complied within 60 days of that inspection.

4. Copies of the chimney sweeping and inspection report/certificate are to be lodged with **your broker**

5. A minimum height of 1 meter above the thatch roof.

3. Spark Arrester Condition
It is a condition of this insurance that spark arresters must be removed and thoroughly cleaned each time the chimney is cleaned.

4. Naked Flame Condition
It is a condition of this insurance that no naked flames or tools producing naked flames are to be used within 5 meters of the thatch roofing.

5. Fire Protections Condition
It is a condition of this insurance that:

- At least one CO2 (minimum 2kg), foam or water (minimum 6 litres) fire extinguisher is kept on each floor of **your home**; and
- A fire blanket conforming to British Standards is kept in the kitchen
- All fire protections must be checked and maintained as per the manufacturer's instructions.

6. Thatch Condition
It is a condition of this insurance that all thatch roofing is inspected by a suitably qualified Thatcher at least once every ten years. Any recommendations must be complied within 60 days of the inspection unless a longer period is agreed by **us**.

7. Smoke Detector Condition
It is a condition of this insurance that each floor within the **home** is fitted with a minimum of one smoke detector complying with British Standards.

8. Electrical Condition

It is a condition of this insurance that all electrical wiring is inspected by a member of the NICEIC, NAPIT, ECA, STROMA, ELECSA or an alternative recognised body agreed by **us**, at least once every 10 years or sooner where stated on the current electrical certificate.

Any requirements marked as 1's or 2's must be complied with within the timeframe advised in the report but no later than 30 days of the electrical certificate and a copy must be lodged with **your broker**.

9. Wood Storage Condition
It is a condition of this insurance that all wood burnt on open fires must be seasoned and stored outside where it is sheltered from excessive rain, but exposed to wind and sunlight.

10. Electrical Lighting Condition
It is a condition of this insurance that:

- Every recessed light fitting located on the upper floor of the **buildings** must be fitted with a fire protection cover compliant with British Standards; and
- No external electrical lighting is to be located with 50cm of the thatch roof covering.

If **you** fail to comply with the above Thatch Conditions this insurance may become invalid in respect of loss or damage caused by fire, smoke, storm or weight of snow. Following receipt of any inspections or certificates **we** may revise the terms and/or premium of **your** policy, or if we are not able to accept the inspection/certification and it becomes necessary to cancel **your** insurance, **we** will do so as described within the cancellation conditions contained with **your** policy.

In the event of loss or damage caused by fire, smoke, storm or weight of snow **you** may be required to provide proof of inspections and/or sweeping.

All other terms, conditions, exclusions and limitations remain unaltered.

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.

Payments

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

b) Where a claim has been notified during the **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 **We** may deduct any outstanding amount from any claims settlement

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

Applicable to the whole of this insurance

1. Radioactive Contamination and Nuclear Assemblies Exclusion

We will not pay for:

a) Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from, and

b) Any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from:
   - Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
   - The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

2. War Exclusion

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

3. Existing and Deliberate Damage Exclusion

We will not pay for loss or damage:

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

4. Pollution or Contamination Exclusion

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

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

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

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

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

6. Electronic Data Exclusion

We will not pay for:

a) Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from, and

b) Any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from:
   - Computer viruses, erasure or corruption of electronic data,
   - The failure of any equipment to correctly recognise the change of date.

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

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

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

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

9. Loss of Value
We will not pay for any reduction in market value of any property following its repair or reinstatement.

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 Exclusion
We will not pay for any loss, damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from wear and tear, depreciation, corrosion, rusting, damp, rising damp, rising water table, insects, vermin, fungus, condensation, fading, frost or anything that happens gradually, the process of cleaning, dyeing, repair, alteration, renovation, restoration or anything reaching the end of its serviceable life.

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

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

13. Workmanship and Defective Design Exclusion
We will not pay for any loss, damage, liability, cost or expense of any kind caused by or resulting from:
- poor or faulty design
- defective or faulty materials
- faulty workmanship
- failure to comply with manufacturers' installation instructions or the required building regulations carried out by any persons including you or anyone engaged in your service

14. Unoccupied or Unfurnished Properties
You must tell **Us** immediately as **You** become aware that **Your Home** is going to be **Unoccupied** or **Unfurnished**.

When **We** are notified, **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 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

Section 1 Buildings

The following cover applies only if the schedule shows that buildings are included:

What is Covered

Loss or damage to your buildings during the period of insurance caused by the following insured events

1 Fire, explosion, lightning, earthquake or smoke

But not:

- loss or damage caused by smog or anything that happens gradually.

2 Theft or attempted theft

But not:

- loss or damage caused by **You** or a paying guest or tenant;
- after **Your Home** has been **Unoccupied** for more than 60 days in a row.

3 Riot, violent disorder, strike, labour disturbance or civil commotion

4 Storm, flood or weight of snow

But not:

- loss or damage to gates or fences unless the main structure of the property is damaged at the same time and by the same cause;
- Loss or damage caused by weight of snow to garages and **outbuildings** which are not fully enclosed or have a plastic or glass roof or are not of **standard construction**.
- loss or damage caused by frost, **Subsidence**, **Heave** or **Landslip** other than as covered under number 5 of section 1.
- Loss or damage caused by a rise in the water table (the level below which the ground is completely saturated with water).

5 Subsidence, Heave or Landslip of the site Your Home stands on

But not:

- loss or damage caused by structures bedding down or **settlement** of newly made up ground, shrinkage or expansion;
- loss or damage caused by river or coastal erosion;
- loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions;
- loss of, or damage to, solid floor slabs or loss or damage resulting from their moving unless the foundations under the outside walls of **Your Home** are damaged at the same time by the same cause;
- loss of, or damage to, patios, terraces, tennis courts, outdoor swimming pools, hot tubs, walls, fences, gates, drives, service tanks, drains, septic tanks, pipes, cables and central-heating oil tanks, unless **Your Home** is damaged at the same time by the same cause.

6 Vandalism or malicious damage

But not:

- loss or damage caused by **You** or a paying guest or tenant;
- loss or damage after **Your Home** has been **Unoccupied** for more than 60 days in a row.

7 Collision involving an aircraft or flying object (including articles dropped from them), or vehicles or animals

8 Falling trees or branches

But not:

- damage to gates or fences unless the main structure of the property is damaged at the same time and by the same cause.
- loss or damage caused by trees being cut down or cut back within the boundary of the **Home**.

9 Falling television and radio aerials (including satellite dishes) their fittings and masts
But not:
- damage to the aerials, fittings, satellite dishes and masts themselves.

10 Water or oil escaping from any fixed water or heating installation or from any domestic appliance
Any fixed water or heating installation freezing.
But not:
- Loss or damage caused by subsidence, heave or landslip other than as covered under number 5 of Section 1,
- Loss or damage caused by failure of or lack of sealant and/or grout.
- after **Your Home** has been **Unoccupied** for more than 60 days in a row.

11 Flat Roof
We will not pay for damage or destruction to any flat roof in **Excess** of 25% of the total roof area unless
- The roof is less than 10 years old
- Subject to annual inspections by a qualified professional
- There is a written guarantee of inspection available on request
- It is kept in a good state of repair

12 Environmental clear up costs
We will pay the cost of removing, nullifying or cleaning up contamination caused by the escape of substances from tanks where such escape was a direct result of a sudden, unexpected and specific event which occurs at an identified time at **Your Home**.

But not unless:
- the event that resulted in the escape of substances occurs during the period of cover and loss or damage to **Your Buildings** from such an event would be covered by this insurance
- the tanks from which the escape of substances took place are owned by **You**, are located at **Your Home**, are designed to hold the substance that escaped and are used for heating, drainage or sewerage purposes only
- **You** make a claim within 60 days of the event that resulted in the escape of substances

The most **We** will pay for a claim under this extension is £40,000 in all and in the aggregate in the period of cover when the event took place and **You** must pay the first £500 of each and every claim under this section

B Extra cover

1 Drains, pipes and cables
We will pay for **Accidental Damage** that **You** are legally responsible for to underground drains and pipes, cables and tanks providing services to or from **Your Home**.

We will not pay for damage:
- caused by a paying guest or tenant.

2 Tracing and accessing leaks
If the building is damaged due to water escaping from water tanks, pipes, equipment or fixed heating systems in the property. **We** will pay the cost of removing and replacing any other part of the **Buildings** necessary to find and repair the source of the leak and making good. **We** will not pay more than £5,000 for any one incident.

3 Fixed glass and sanitary fittings
We will pay for accidental breakage of fixed glass forming part of **Your Home** and fixed sanitary fittings in **Your Home**.

We will not pay for damage:
- caused by a paying guest or tenant;
- after **Your Home** has been **Unoccupied** for more than 60 days in a row.

4 Site clearance and building fees
If **Your Home** is damaged as a result of any cause listed in paragraph A of this Section, **We** will pay:
- the cost of clearing the site and making it and the **Buildings** safe;
- architect's, surveyor's, consultant's and legal fees, but not fees for preparing a claim;
- the cost of restoring or repairing the **Buildings** including extra costs to meet any government or local authority orders, but not if **You** knew about the orders before the damage happened.

5 Alternative accommodation and rent
If **You** cannot stay in **Your Home** following damage covered under this section, **We** will pay:
- the amount of rent **You** would have received;
- the additional cost of similar alternative accommodation for **You** or any legal occupier of the property while **Your Home** is being repaired.

The most **We** will pay for a claim is 20% of the **Buildings** sum **insured**.

6 Selling Your Home
If **You** sell **Your Home** and, between the dates that **You** exchange contracts and the date **You** complete the sale, it is damaged by anything under this section, **We** will provide cover for the person buying **Your Home** to the same extent as is provided under Section 1A. This does not apply if the **Buildings** are insured under any other insurance.

7 If Your keys are lost or stolen
We will pay the cost of replacing locks or parts of locks for the outside doors to **Your Home** and for safes and alarms fitted in **Your Home** if the keys to those locks have been lost or stolen.

The most **We** will pay for a claim is £1,000.

8 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.

9 Emergency Access to Buildings
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. The most we will pay for any one loss is £5,000.

10 Emergency Access to Gardens
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 £1,000 for any one claim. We will only pay up to £1,000 for replacing any one tree, shrub or plant.

11 Replacement of fire risk management systems
The costs, which are competitive in the relevant marketplace, of replacing or refilling fire extinguishers, replacing sprinkler heads and refilling sprinkler tanks following loss or damage covered under Section One

12 Closed Circuit Television Systems
The costs, which are competitive in the relevant marketplace, of repairing or replacing closed circuit television systems at the home following loss or damage covered under Section One

C Accidental Damage

This paragraph only applies if **Your Schedule** shows that **Accidental Damage** is included in Section 1 Buildings.

What is Covered:

We will pay for **Accidental Damage** to the **Buildings**

We will not pay for loss or damage:

- by a cause listed in or specifically excluded elsewhere under Section 1 (Buildings);
- caused by a paying guest or tenant;
- caused by normal **Settlement** or shrinkage;
- caused by an electrical or mechanical fault or breakdown, wear and tear, loss of value or anything which happens gradually;
- caused by process of cleaning, repairing, taking apart, changing or restoring;
- caused by insects, vermin, fungus, the weather, the effect of light or pets;
- caused by changing or extending the **Buildings** or the cost of maintenance or routine decorating;
- after **Your Home** has been **Unoccupied** for more than 60 days in a row.

D Settling claims

We will pay for the cost of work carried out in repairing or replacing the damaged parts of **Your Buildings** and agreed fees and related costs.
The amount **We** will pay where repairs are carried out will not exceed the lesser of:

- The cost of the work had it been completed by **Our** nominated contractor or
- The cost of the work based upon the most competitive estimate or tender from **Your** nominated contractors.

If the repair or replacement is not carried out, **We** will pay the lesser of:

- The decrease in market value of **Your Buildings** due to the damage
- The cost of the work had it been completed by **Our** nominated contractor if the repair work had been carried out without delay
- The cost of the work based upon the most competitive estimate or tender from **Your** nominated contractors if the repair work had been carried out without delay.

All building repairs carried out by **Our** preferred suppliers and **insured** under the **Buildings** section of this policy are guaranteed for 12 months in respect of quality of workmanship.

No allowance will be made for VAT when a cash **Settlement** is made.

We may, however, 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
- Purchase dates and location of lost or damaged property
- or damaged property, confirmation from a suitably qualified expert that the item **You** are claiming for is beyond repair

You must pay the **Excess** shown in the policy or **Schedule**.

We will not pay for claims notified more than 60 days after the event.

Cover for hot tubs excludes loss or damage from frost, electrical fault, mechanical breakdown, **Accidental Damage**, escape of water, leaks or losses from **Subsidence** or upward or downward movement of the ground and must be installed in accordance with manufacturer's instructions.

E Your sum insured

Your 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 legalfees, debris removal costs and other costs to comply with government or local authorityrequirements.

We will not pay more than the sum insured for each premises shown in the **schedule**.

F Proportionate Remedy

If the cost of rebuilding the **Buildings** is more than **Your** sum **insured** (including VAT for listed **Buildings**) at the time of any loss or damage, then **We** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the sum **insured**. For example, if the premium **You** have paid for **Your Buildings** insurance is equal to 75% of what **Your** premium would have been if **Your Buildings** sum **insured** was enough to reconstruct **Your Buildings**, then **We** will pay up to 75% of the claim made by **You**.

G Inflation protection

We will increase the sum **insured** each month in line with increases in the house rebuilding cost index prepared by the Royal Institution of Chartered Surveyors or another index of **our** choice. **Your** annual premium will be based on the increased sum **insured**. For **Your** protection, **We** will not reduce **Your** sum insured or limits if the index moves down unless **You** ask **Us** to.

H Property owner's liability

We will pay all amounts that **You** become legally responsible for if:

- someone is injured, falls ill or dies;
- property is lost or damaged during the period of cover.

The loss, damage, illness, injury or death must be caused:

- only by **You** as owner of **Your Home** and its land;
- in connection with a **Home** which **You** used to own and live in under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975. In this case, **You** must not be covered by other insurance, and must no longer be the owner of or have any interest in the property.

We will not pay for liability:

- if **You** or **Your** employees are injured, fall ill or die;
- for loss of or damage to property which belongs to **You** or is the responsibility of **You** or **Your** domestic employees;
- caused by **Your** business;
- caused by any agreement, unless **You** would have been liable without the agreement;
- caused by **Your** owning or using a lift or vehicle.
- any liability arising out of **Your** ownership, possession or use of any dog designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) Order 1991, or, Dangerous Dogs Amendment 1997, the Control of Dogs (Scotland) Act 2010 or any amending legislation.'

We also pay all costs and legal fees for defending **You**, as long as **We** have agreed to this in writing beforehand.

The most **We** will pay for a claim is £5,000,000 including costs and fees.

I Pollution and contamination statutory enforcement costs.

We will indemnify **You** against costs and expenses reasonably incurred or payable by **You** as a direct result of a legally binding order notice or requirement of a government or statutory authority implementing or enforcing environmental protection legislation to take measures necessary in order to neutralise isolate confine abate remove destroy or eliminate such pollution and contamination from land at **Your Home**.

We will not pay any amounts

- without **our** written permission.
- unless the pollution and contamination is directly caused by a sudden identifiable unintended and unexpected event:
- that takes place in its entirety at a specific time at **Your Home** during the period of cover and; where loss or damage to **Your Buildings** or **Contents** from such an event would have been covered by this insurance
- for measures ordered or required to be undertaken at any site unless it is **Your Home** and it has been directly affected by the event described above.
- for remediation of land beyond that necessary so that it no longer poses a significant threat of adversely affecting human health
- for improving surface or ground water beyond its status or condition existing immediately prior to the event described above
- for the reinstatement or reintroduction of plant or animal life
- unless **You** notify the **Us** within 30 days of receipt of the notice requiring **You** to take measures to deal with the pollution or contamination.

The most **We** will pay for a claim under this section is £500,000 in all and in the aggregate in the period of cover when the event took place

What is not insured

- any **Excess** shown in the **Schedule**;
- £500 of any damage caused by water (no other excess applies).
- television and radio-receiving equipment on the outside of **Your Home**;
- swimming-pool covers;
- damage caused by **we**t or dry rot, or toxic mould;
- loss, damage, cost or expense of what ever nature directly or, indirectly caused by, resulting from, or in connection with work carried out by a contractor;
- any cause already excluded within the General Exclusions.

Section 2 Contents

The following cover applies only if the schedule shows that contents are included:

What is covered:

Loss or damage to **Your Buildings** during the **Period of Insurance** caused by the following insured events;

1 Fire, explosion, lightning, earthquake or smoke

But not:

- loss or damage caused by smog or anything that happens gradually.

2 Theft or attempted theft

But not:

- loss by deception, unless the only deception used is to get into **Your Home**;
- loss or damage while **Your Home**, or any part of it, is lent or let unless someone has used force to get in or out;
- loss or damage caused by **You**;
- loss of any one item exceeding £500 in value from a locked garage or outbuilding unless padlocked to an immovable object and, in the case of sit on mowers, the keys must be removed from the building;
- loss of **Money**, unless someone has used force to get in or out;
- loss or damage after **Your Home** has been **Unoccupied** for more than 60 days in a row.

3 Riot, violent disorder, strike, labour disturbance or civil commotion

4 Storm or flood

- **We** will not pay for:
  damage caused by a rise in the water table (the level below which the ground is completely saturated with water).

5 Subsidence, Heave or Landslip of the site Your Home stands on

But not:

- loss or damage caused by coastal or river erosion;
- loss or damage whilst the **Buildings** are undergoing structural repairs, alterations or extensions.

6 Vandalism or malicious damage

But not:

- loss or damage caused by **You** or a paying guest, or tenant;
- loss or damage after **Your Home** has been **Unoccupied** for more than 60 days in a row.

7 Collision involving an aircraft or flying object (including articles dropped from them), or vehicles or animals

But not:

- loss or damage caused by insects, birds or pets.

8 Falling trees or branches

But not:

- loss or damage caused by trees being cut down or cut back, within the boundary of the **Home**.

9 Falling television and radio aerials (including satellite dishes), their fittings and masts

10 Water or oil escaping from any fixed water or heating installation or from any domestic appliance caused by a sudden identifiable, unexpected and accidental incident

But not:

- loss or damage after **Your Home** has been **Unoccupied** for more than 60 days in a row.
- loss or damage caused by failure of or lack of sealant and/or grout.

11 Environmental clear up costs

We will pay the cost of removing, nullifying or cleaning up contamination caused by the escape of substances from tanks where such escape was a direct result of a sudden, unexpected and specific event which occurs at an identified time at **Your Home**.

But not unless:

- the event that resulted in the escape of substances occurs during the period of cover and loss or damage to **Your Buildings** from such an event would be covered by this insurance
- the tanks from which the escape of substances took place are owned by **You**, are located at **Your Home**, are designed to hold the substance that escaped and are used for heating, drainage or sewerage purposes only
- **You** make a claim within 60 days of the event that resulted in the escape of substances

The most **We** will pay for a claim under this extension is £40,000 in all and in the aggregate in the period of cover when the event took place and **You** must pay the first £500 of each and every claim under this section

B Extra cover

1 Television, video, audio and computer equipment

We will pay for **Accidental Damage** to **Your**;

- television sets (including digital and satellite receivers);
- Audio, video games consoles, DVD players/recorders;
- Radios;
- Home computers and associated equipment;
- Receiving aerials, dishes and closed circuit television cameras, situated within the **Home**.

We will not pay for damage:

- caused by paying guest or tenant;
- to tapes, cassettes, cartridges, records or discs of any kind memory cards and sticks, or computer and console games or computer software;
- caused by an electrical or mechanical breakdown;
- caused by wear and tear, loss of value or anything which happens gradually;
- caused during cleaning, repairing or restoring;
- to items designed to be portable whilst they are being transported, carried or moved;
- to mobile phones and mobile phone equipment;
- after **Your Home** has been **Unoccupied** for more than 60 days in a row.

2 Mirrors and glass

We will pay for accidental breakage of mirrors, fixed glass in furniture, plate-glass in cooker hobs in **Your Home**.

We will not pay for damage:

- caused by a paying guest or tenant;
- after **Your Home** has been **Unoccupied** for more than 60 days in a row.

3 Contents outside including garden plants, furniture or ornaments

We will pay for loss or damage as a result of any cause listed in paragraph A of this section while the **Contents** are outside, but within the boundaries of the land belonging to **Your Home**.

We will not pay for damage:
- by storm or flood, unless **Your** property is damaged at the same time by the same cause;
- to pedal cycles;
- caused by a paying guest or tenant;
- after **Your Home** has been **Unoccupied** for more than 60 days in a row.

The most **We** will pay for a claim is £5,000.

4 Contents temporarily taken out of Your Home

We will pay for loss or damage as a result of any cause listed in paragraph A of this section while the **Contents** are temporarily:
- in any building where **You** or a member of **Your Family** are living whilst in full-time education in the British Isles;
- in a bank or safe deposit, occupied private **Home** or any building where **You** work or live in the British Isles;
- somewhere else in the British Isles.

We will not pay for damage:
- in any storage facility for furniture, sale room or exhibition;
- caused by theft, unless someone has used force to get into or out of a building. While the goods are being moved or are with **You**;
- caused by vandalism or malicious damage;
- caused by a storm or flood if the goods are not in a building.

The most **We** will pay for a claim is 10% of the **Contents** sum insured.

5 Contents lost or damaged while You are moving Home

We will pay for accidental loss of or damage to the **Contents**:
- when they are being carried by land from **Your Home** to another **Home** in the British Isles by professional removal contractors;
- while they are in any storage facility for furniture for up to 7 days.

We will not pay for damage to:
- **Money** or **Valuables**;
- china, glass, mirrors, earthenware and other items that are likely to break unless professional packers have packed them.

As well as any **Excess** shown in the **Schedule**, **You** must pay the first £50 of any claim.

6 Freezer Contents

We will pay for loss of, or damage to, the food in **Your** freezer if the temperature rises or falls or the refrigerant fumes escape.

We will not pay for damage:
- caused by any deliberate act or neglect by **You**;
- caused by the deliberate act of any power supply authority or its employees, including strike action;
- after **Your Home** has been **Unoccupied** for more than 60 days in a row.

We will pay for the cost of hiring another freezer while yours is not working.

The most **We** will pay for a claim is £1,000.

7 If Your keys are lost or stolen
We will pay the cost of replacing locks or parts of locks for the outside doors to **Your Home** and for safes and alarms fitted in **Your Home** if the keys to those locks have been lost or stolen.

The most **We** will pay for a claim is £1,000.

8 Title deeds
We will pay the cost of preparing new title deeds to **Your Home** if they are lost or damaged by any of the causes listed in paragraph A of this section while they are in **Your Home** or in **Your** bank.

The most **We** will pay for a claim is £1,500.

9 Alternative accommodation
We will pay the cost of similar alternative accommodation for **You** and **Your** pets if **You** cannot stay in **Your Home** as a result of any of the causes listed in paragraph A of this section.

We will also pay the cost of storing the **Contents** of **Your Home** until **You** can move back into **Your Home**.

The most the company will pay for a claim is 20% of the **Contents** sum insured.

10 Special Pairs and Sets
We will not pay for the cost of repairing or replacing any undamaged part of a set, collection or suite.

11 Gifts
The **Contents** sum **insured** is automatically increased by 10% during 30 days before and after religious festivals and **Family** celebrations.

12 Fatal injury benefit
We will pay £5,000 if **You** die as a direct result of injury in the property by fire, explosion, lightning or intruders. For **Us** to pay a claim, **Your** death must happen within three months of the incident.

The most **We** will pay for a claim is £5,000.

C Accidental Damage
This paragraph only applies if **Your Schedule** shows that **Accidental Damage** is included in Section 2 **Contents**.

We will pay for Accidental Damage to the Contents of Your Home

We will not pay for damage:
- caused by a paying guest or tenant;
- to clothing, contact or corneal lenses, hearing aids, plants, food or drink, **Money** or pedal cycles;
- caused by an electrical or mechanical breakdown, wear and tear, loss of value or anything which happens gradually;
- caused by cleaning, dyeing, repairing, taking apart, changing or restoring;
- caused by insects, vermin, fungus, the weather, the effect of light or domestic pets;
- while **You** are moving house;
- by a cause listed in or specifically excluded in paragraph A of this section;
- after **Your Home** has been **Unoccupied** for more than 60 days in a row;
- to **Contents** away from the **Home**;
- to **Contents** outside, but within the boundaries of the land belonging to **Your Home**.

D Settling claims

1 **We** will pay the replacement cost of the item, or **We** will repair or replace the item as new. This will be at **Our** discretion.

2 **We** will not pay for the cost of repairing or replacing any undamaged part of a set, collection or suite.

3 **We** will not pay more than the sum **insured** for a claim. The amount that **We** pay will also depend on any limits shown in the policy or **Schedule** and inflation.

4 **You** must pay the **Excess** shown in the policy or **Schedule**.

5 The most **We** will pay for any one claim for items in garages or **Outbuildings** belonging to **Your Home** is £15,000.

6 The most **We** will pay for any one item of **Contents** in the open is £1,000 unless it is fixed permanently.

7 Cover for hot tubs excludes loss or damage from frost, electrical fault, mechanical breakdown, **Accidental Damage**, escape of water, leaks or losses from **Subsidence** or **Heave** and must be installed in accordance with manufacturer's instructions.

8 **We** may, however, 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
- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item **You** are claiming for is beyond repair

Where **We** have asked **You** for specific information relevant to **Your** claim **We** will pay for any expenses **You** incur in providing **Us** with the above information.

E Your sum insured

Your Contents must be insured for the full cost of replacement as new.

We will not pay any more than the sum insured for the **Contents** of each premises shown in the **Schedule**.

F Proportionate Remedy

If the sum insured is less than the cost of replacing all the **Contents** in **Your Home** as new, at the time of any loss or damage, then **We** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the sum **insured**. For example, if the premium **You** have paid for **Your Contents** insurance is equal to 75% of what **Your** premium would have been if **Your Contents** sum **insured** was enough to replace all of **Your Contents**, then **We** will pay up to 75% of the claim made by **You**.

G Index Linking

The Sum Insured will be adjusted on expiry in line with increases in the Consumer Price Index or another index of **Our** choice. For **your** protection, **We** will not reduce **Your** sum insured or limits if the index moves down unless **You** ask **Us** to.

H Personal liabilities

1 Liability to the public

We will pay all amounts for which **You** become legally responsible as the occupier or as the owner of **Your Home** or a private person if:

- someone is injured, falls ill or dies;
- property is lost or damaged anywhere in the world during the period of cover.

We will not pay for damage:

- if **You** or **Your** domestic employees are injured or die;
- if the property belongs to or is the responsibility of any of **You** or **Your** domestic employees;
- caused by **You** owning or using any land or building other than **Your Home**;
- caused by **Your** business;
- created by any agreement, unless **You** would have been liable without the agreement;
- caused by **You** owning, having or using a mechanically-propelled or -assisted vehicle (other than gardening machinery, electrically assisted pedal cycles used within the United Kingdom, and pedestrian vehicles used in or about the **Home**), lifts, caravans, aircraft, hovercraft or watercraft (other than hand-propelled or models) and livestock (other than pets);
- caused by **You** passing on an infectious disease;
- caused by **You** owning or having a dangerous dog as defined under the Dangerous Dogs act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991 and any changes to that legislation.

We will also pay all costs and legal fees for defending **You**, as long as the **We** have agreed to this in writing beforehand.

We will pay up to £5,000,000 for any one claim or series of claims arising out of any one incident, including the costs and expenses that **We** have agreed in writing.

2 Liability to domestic employees

We will pay all amounts **You** become legally liable to pay, including costs and expenses which **We** have agreed in writing, for accidental bodily injury to **Domestic employees** happening during the Period of insurance in connection with incidents arising at the **Home**.

The most **We** will pay for a claim is £10,000,000

We will also pay all costs and legal fees for defending **You**, as long as **We** have agreed to this in writing beforehand.

We will not pay and liability arising out of **Your** ownership, possession or use of any dog designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) Order 1991, or, Dangerous Dogs Amendment 1997, the Control of Dogs (Scotland) Act 2010 or any amending legislation.

3 Tenant's liability

We will pay all amounts that **You** become legally responsible for as a tenant of **Your Home** following:

- Damage to **Your Home** from any of the causes listed in paragraph A of Section 2 (unless **You Home** has been **Unoccupied** for more than 60 days in a row).
- **Accidental Damage** to underground drains and pipes, cables and tanks providing services to **You Home**.

The most **We** will pay for a claim is 20% of the sum **insured** for **Contents**.

What is not insured

- any **Excess** shown in the **Schedule**;
- first £500 of any damage caused by water (no other excess applies).
- property **insured** by any other policy;
- securities, certificates or documents of any kind unless they are defined as **Money** in this policy;
- mechanically-propelled or -assisted vehicles (except domestic gardening equipment, electric wheelchairs, pedestrian-controlled models and toys), trailers, caravans, watercraft (including surfboards and sailboards), hovercraft, aircraft (other than hand-propelled or models) or their accessories or parts;
- pets and livestock;
- property held or used for any business;
- landlord's fixtures and fittings.

Section 3 Personal Belongings, Valuables, Money and Credit Cards

The following cover applies only if the Schedule shows that Personal Belongings, Valuables, Money and Credit Cards are included:

What is covered:

A Personal Belongings

We will pay for accidental loss of, or damage to, **Your personal belongings** anywhere in the British Isles. **Your personal belongings** are also covered while they are with **You** if **You** take them outside the British Isles for up to 90 days in any one trip.

We will not pay for loss or damage:

- to any sports equipment whilst in use;
- by deception, unless the only deception used is to get into **Your Home**;
- by theft from an unattended motor vehicle, unless the item is in a locked boot, concealed luggage compartment or glove compartment and someone was forceful and violent to get into the vehicle;
- caused by an electrical or mechanical breakdown, wear and tear, loss of value or anything which happens gradually;
- caused by cleaning, dyeing, repairing, taking apart, changing or restoring;
- caused by insects, vermin, fungus, the weather, the effect of lights or pets;
- caused by delay, or the item being held or confiscated by order of any government, public or police authority;
- covered under Section 2 of this policy;
- caused by theft or disappearance of property from any unattended vehicle without an authorised **Occupant** for students residing away from **Home**.

The most **We** will pay for a claim for theft from an unattended motor vehicle is £1,000.

B Money

We will pay for accidental loss of **Money** anywhere in the British Isles. **Your Money** is also covered while it is with **You** if **You** take it outside the British Isles for up to 60 days in any period of cover.

We will not pay for loss:

- if **Your Money** is held by order of any government, public or police authority;
- caused by mathematical mistakes or loss of value;
- If **You** did not report the loss to the police within 24 hours of discovering the loss;
- for students residing away from **Home**.

The most **We** will pay for a claim is £500.

What is not **insured**:

- **Money** that **You** have or use for business.

C Credit Cards

We will pay for **Your** financial loss if **Your** credit card is stolen or lost and someone else uses it.

We will not pay for loss:

- if **You** have not kept to the conditions of the credit card company;
- if **You** did not report the loss to the police and the card company within 24 hours of discovering the loss;
- for students residing away from **Home**.

The most **We** will pay is £500.

D Pedal cycles

We will pay for accidental loss of, or theft of, or damage to, **Your** pedal cycles anywhere in the British Isles. **Your** pedal cycles are also covered while they are with **You** if **You** take them outside the British Isles for up to 60 days in any one trip.

We will not pay for loss or damage:

- to tyres or accessories, unless the pedal cycle is stolen or damaged at the same time;
- while **You** are with the pedal cycle and it is being used for racing, pace making or trials;
- by deception, unless the only deception used is to get into **Your Home**;
- by theft, whilst unattended, unless it was locked to an immovable object or kept in a locked building at the time of the theft;
- caused by an electrical or mechanical breakdown, wear and tear, loss of value or anything which happens gradually;
- caused by cleaning, repairing, taking apart, changing or restoring;
- caused by insects, vermin, fungus, the weather or pets.

The most **We** will pay for pedal cycles is £500 unless otherwise shown in the **Schedule**.

What is not **insured**:

- any motorised vehicles (including mopeds and trial bikes), except for electrically assisted pedal cycles (Ebikes).

E Settling claims

1 **We** will pay the replacement cost of the item, or **We** will repair or replace the item as new. This will be **Our** discretion.

2 **We** will not pay more than the sum **insured** for a claim. The amount **We** will pay will also depend on any limits shown in the policy or **Schedule**.

3 The most **We** will pay for one item, set or collection is shown in the **Schedule** or, £2,500 whichever is the lower. For items individually listed in the **Schedule** the most **We** will pay is the sum **insured** shown. **We** will not pay any claim for items listed in the **Schedule** unless **You** provide **Us** with the original purchase receipt or an independent valuation from a qualified valuer which must be carried out prior to the date of loss or damage.

4 **You** must pay the **Excess** shown in the policy or **Schedule**.

5 **We** will not automatically replace the sum **insured** for any item of specified **personal belongings** that has been totally lost or destroyed. If **You** want further insurance for the replacement items, **You** must tell **Us**.

6 **We** will not pay for claims notified more than 60 days after the event.

7 In the event of loss or damage **We** will not pay any claim for items listed in the **Schedule** unless **You** provide **Us** with the original purchase receipt or an independent valuation from a qualified valuer which must have been carried out prior to the date of the loss or damage

8 **We** may, however, 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
- Purchase dates and location of lost or damaged property
- For damaged property, confirmation from a suitably qualified expert that the item **You** are claiming for is beyond repair

Where **We** have asked **You** for specific information relevant to **Your** claim **We** will pay for any reasonable expenses **You** incur in providing **Us** with the above information.

F Inflation protection

We will increase the sum **insured** on expiry in line with increases in the Consumer Price Index or another index of **Our** choice. This does not apply to those items individually listed in the **Schedule**.

Your annual premium will be based on the increased sum **insured** and limits. The sum **insured** will not change if the index value goes down.

What is not insured

- property **insured** by any other policy;
- mechanically propelled or -assisted vehicles, pedal cycles (unless shown in the **Schedule**), trailers, caravans, watercraft (including surfboards and sailboards), hovercraft, aircraft (other than hand-propelled or models) or their accessories or parts (other than removable entertainment equipment while removed from the vehicle);
- pets and livestock;
- property held or used for any business;
- household goods and domestic appliances;
- securities, certificates or documents of any kind;
- china, glass, mirrors, earthenware and other items that are likely to break, contact or corneal lenses, hearing aids (unless otherwise specified in the **Schedule**), food or drink, tools or television receiving equipment on the outside of **Your Home**.
- Tools used or held for business, professional or trade purposes,

Section 4 Family Legal Protection

This section only applies if **Your Schedule** shows **Family** Legal Protection is included.

To make sure **You** get the most from **Your ARAG** cover, please take time to read this section of the policy which explains the contract between **You** and **ARAG**. If **You** have any questions or would like more information, please contact **Your** insurance adviser.

Helpline services

You can contact **our** UK-based call centre 24 hours a day, seven days a week. However, **we** may need to arrange to call **you** back depending on **your** enquiry. To help **us** check and improve **our** service standards, **we** may record all calls. When phoning, please tell **us your** policy number and the name of the insurance provider who sold **you** this policy.

Legal advice service Call 0344 893 9011

We provide confidential advice over the phone on any personal legal issue, under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, Channel Islands, Switzerland and Norway.

Advice on the laws of England and Wales can be provided 24 hours a day, 365 days a year. Beyond this jurisdiction, or for very specialist legal matters, **we** will refer you to one of **our** specialist advisers.

Specialist advice is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside of these times, we will arrange to call you back.

Tax advice service Call 0344 893 9011

Advice can be provided on any personal tax matters in the UK. This service is provided 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside these times, **we** will arrange to call **you** back.

Health and medical information service Call 0344 893 9011

We will give **you** information over the phone on general health issues and advice on a wide variety of medical matters. **We** can provide information on what health services are available in **your** area, including local NHS dentists.

Health and medical information is provided by a medically qualified person 9am-5pm, Monday to Friday, excluding public and bank holidays. If you call outside these times, a message will be taken and a return call arranged within the operating hours.

Identity theft service Call 0344 848 7071

If **you** are a resident in the UK or the Channel Islands, **we** will provide **you** with detailed guidance and advice over the phone about being or becoming a victim of **identity theft**.

This helpline is open 8am-8pm, seven days a week. Advice is provided by personal caseworkers 9am-5pm, Monday to Friday, excluding public and bank holidays. If calls are made outside of these times, **we** will arrange to call **you** back.

Counselling service Call 0344 893 9012

We will provide **you** with a confidential counselling service over the phone if **you** are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, referral to relevant voluntary and/or professional services. Any costs arising from the use of these referral services will not be paid by **us**.

The counselling service helpline is open 24 hours a day, seven days a week.

ARAG Householdlaw: Visit www.araghouseholdlaw.co.uk

What is ARAG Householdlaw?
ARAG Householdlaw contains a range of regularly updated legal guides, document builders, interactive checklists and videos to help you with family, employment and consumer issues. Whether **you** want to challenge an employment decision, apply for flexible working rights, contest a parking ticket or create a will, ARAG Householdlaw has everything **you** need to get started.

How do I get started?
1. Visit **www.araghouseholdlaw.co.uk**
2. Enter **DASHRES100** into the 'voucher code' text box and press **Validate Voucher**.
3. Fill out **your** name, email address and create a password.
4. Validate **your** email address by pressing the link in the confirmation email that **you** receive.

We will not accept responsibility if the helpline services are unavailable for reasons **we** cannot control.

The meaning of words in this policy
The following words have these meanings wherever they appear in this policy in **bold**:

Appointed representative
The **preferred law firm**, law firm, accountant or other suitably qualified person **we** will appoint to act on **your** behalf.

ARAG Standard Terms of Appointment
The terms and conditions (including the amount **we** will pay to an **appointed representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee). Where a law firm is acting as an **appointed representative** the amount is currently £100 per hour. This amount may vary from time to time.

Costs and expenses
a) All reasonable and necessary costs chargeable by the **appointed representative** and agreed by us in accordance with the **ARAG Standard Terms of Appointment**.
b) The costs incurred by opponents in civil cases if y**ou** have been ordered to pay them, or **you** pay them with **our** agreement.

Countries covered
a) For insured incidents **2 Contract disputes** (excluding **(c)** and **(d)**) and **Personal injury**:
The United Kingdom of Great Britain and Northern Ireland, the European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia and Herzegovina, Gibraltar, Iceland, Liechtenstein, North Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.
b) For all other insured incidents: The United Kingdom of Great Britain and Northern Ireland, the Isle of Man and the Channel Islands.

Date of occurrence
a) For civil cases (other than as specified under **(c)** below), the date of the event that leads to a claim. If there is more than one event arising at different times from the same originating cause, the **date of occurrence** is the date of the first of these events. (This is the date the event happened, which may be before the date **you** first became aware of it.)
b) For criminal cases, the date **you** began, or are alleged to have begun, to break the law.
c) For insured incident **6 Tax protection**, the date when HM Revenue & Customs first notifies **you** in writing of its intention to make an enquiry.

Identity theft
The theft or unauthorised use of **your** personal identification which has resulted in the unlawful use of **your** identity.

Period of Insurance
The period for which **we** have agreed to cover **you**.

Preferred law firm
A law firm or barristers' chambers **we** choose to provide legal services. These legal specialists are chosen as they have the proven expertise to deal with **your** claim and must comply with **our** agreed service standard levels, which **we** audit regularly. They are appointed according to the **ARAG Standard Terms of Appointment**.

Reasonable prospects
a) For civil cases, the prospects that **you** will recover losses or damages (or obtain any other legal remedy that **we** have agreed to, including an enforcement of judgment), or make a successful defence, must be at least 51%. **We**, or a **preferred law firm** on our behalf will assess whether there are **reasonable prospects**.
b) For criminal cases there is no requirement for there to be prospects of a successful outcome.
c) For all civil and criminal appeals, the prospects of a successful outcome must be at least 51%.

we, us, our, ARAG
ARAG Legal Expenses Insurance Company Limited.

You, Your
The person who has taken out this policy (the policyholder) and any member of their family who always lives with them. This includes students temporarily living away from home and unmarried partners. Anyone claiming under this policy must have the policyholder's agreement to claim.

Welcome to ARAG
Thank **you** for purchasing this Family Classic Plus Legal Protection and Advice policy.

ARAG Legal Expenses Insurance Company Limited ('**ARAG**') is the underwriter and provides the legal protection insurance under **your** policy. The legal advice service is provided by ARAG Law Limited and/or a **preferred law firm** on behalf of **ARAG**.

To make sure **you** get the most from **your ARAG** cover, please take time to read this policy which explains the contract between **you** and **us**.

How your policy can help
Please find below information about the services your policy offers and details of how to make a claim.

If **you** wish to speak to us about:
- **Legal Advice** – **you** can get telephone legal advice on any personal legal issue affecting **you**.
- **Insurance Claims** – **you** can report a claim 24/7.
- **Tax Advice** – dedicated tax advisers can provide advice on personal tax issues.

Please phone **us** on **0334 893 9011**. **We** will ask **you** about **your** legal issue and if necessary call you back to deal with **your** query.

Access to online legal documents and guides
You have access to **ARAG Householdlaw** as part of **your** policy. ARAG Householdlaw is an online resource that provides access to legal guides, document builders and more. Whether **you** want to challenge an employment decision, apply for flexible working rights, contest a parking ticket or create a will, ARAG Householdlaw can help. Visit **www.araghouseholdlaw.co.uk** and use the following voucher code to sign up: **DASHRES100**

Reporting a claim

Important information
Please do not ask for help from a lawyer, accountant or anyone else before **we** have agreed that **you** should do so. If **you** do, we will not pay the costs involved even if **we** accept the claim.

Report your claim
- Visit **claims.araginsurance.co.uk** – have **your** policy number ready
- Alternatively, call us on **0344 893 9011**, available 24 hours a day, 7 days a week

We will assess the claim
- To check your claim is covered by **your** policy
- And, if it is, **we** will send it to a lawyer who specialises in **your** type of claim

The lawyer will
- Assess **your** case and tell **you** how likely it is **you** will win If **you** are more likely than not to win,

the lawyer will
- Manage the case from start to finish.

Please note this is an overview of the claims process for guidance purposes only. Please visit **claims.araginsurance.co.uk** for more details on how to claim.

Registered Address:

ARAG Legal Expenses Insurance Company Limited | Unit 4a | Greenway Court | Bedwas | Caerphilly | CF83 8DW Registered in England and Wales | Company Number 103274 | Website: www.arag.co.uk

ARAG Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

Financial Services Compensation Scheme
We are covered by the Financial Services

Compensation Scheme (FSCS). Compensation from the scheme may be claimed if we cannot meet our obligations. This will be dependent on the type of business and the circumstances of the claim. More information on the compensation scheme arrangements can be found on the FSCS website, www.fscs.org.uk

This policy and the policy schedule shall be read together as one document and describe the contract between **you** and **us**.

We agree to provide the insurance described in this policy, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this policy, provided that:

1. **reasonable prospects** exist for the duration of the claim
2. the date of occurrence of the insured incident is:
    i) during the **period of insurance**, or
    ii) during the currency of a previous equivalent legal expenses insurance policy, provided that:
        - the previous legal expenses insurance policy required **you** to report claims during its currency
        - **you** could not have notified a claim previously as **you** could not have reasonably been aware of the insured incident
        - cover has been continuously maintained in force
        - any claim that should have been covered under a previously operative legal expenses insurance policy will not be covered by **us**, and
        - the available limit of indemnity shall be limited to the lesser of the sums payable under this or **your** previous policy
3. any legal proceedings, or any other proceeding to resolve the insured incident will be dealt with by a court, or other body which **we** agree to, within the countries covered, and
4. the insured incident happens within the **countries covered**.

What we will pay

We will pay an **appointed representative**, on **your** behalf, **costs and expenses** incurred following an insured incident, provided that:

1. the most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £50,000
2. the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm**. The amount **we** will pay a law firm (where acting as an **appointed representative**) is currently £100 per hour. This amount may vary from time to time
3. in respect of an appeal or the defence of an appeal, **you** must tell us within the time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist
4. for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this policy, **we** must agree that **reasonable prospects** exist, and
5. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expenses** is the value of the likely award.

What we will not pay

In the event of a claim, if **you** decide not to use the services of a **preferred law firm**, you will be responsible for any costs that fall outside the **ARAG Standard Terms of Appointment** and these will not be paid by **us**.

Insured incidents

For advice and to make a claim call **0344 893 9011**

Employment disputes

What is insured
A dispute relating to **your** contract of employment.

What is not insured
Please also refer to the Policy exclusions for this section.

a) employer's disciplinary hearings or internal grievance procedures
b) any claim relating solely to personal injury (please refer to insured incident **3 Personal injury**)
c) a settlement agreement while **you** are still employed.

Contract disputes

What is insured
A dispute arising from an agreement or an alleged agreement which **you** have entered into in a personal capacity for:
a) buying or hiring in goods or services
b) selling goods
c) renting **your** principal home as a tenant
d) buying or selling **your** principal home.

Please note that the amount in dispute must be more than £100 (including VAT).

What is not insured
Please also refer to the Policy exclusions for this section.

A claim relating to the following:
a) the settlement payable under an insurance policy (**we** will cover a dispute if **your** insurer refuses **your** claim, but not for a dispute over the amount of the claim)
b) a dispute arising from any loan, mortgage, pension, investment or borrowing
c) a dispute over the sale, purchase, terms of a lease, licence, or tenancy of land or buildings (other than disputes arising from **you** buying or selling **your** principal home or **you** renting **your** principal home as a tenant). However, **we** will cover a dispute with a professional adviser in connection with these matters
d) a motor vehicle owned by or hired or leased to **you**.

Personal injury

What is insured
A specific or sudden accident that causes **your** death or bodily injury to **you**.

What is not insured
Please also refer to the Policy exclusions for this section.
A claim relating to the following:
a) illness or bodily injury that happens gradually
b) psychological injury or mental illness unless the condition follows a specific or sudden accident that has caused physical bodily injury to **you**
c) clinical negligence (please refer to insured incident **4 Clinical negligence**).
d) defending your legal rights, but we will cover defending a counter-claim

Clinical Negligence

What is insured
An identified negligent act of surgery or identified negligent clinical or medical procedure, which causes death or bodily injury to **you**.

What is not insured
Please also refer to the Policy exclusions for this section.

A claim relating to the following:
a) the failure or alleged failure to correctly diagnose **your** condition
b) psychological injury or mental illness that is not associated with **you** having suffered physical bodily injury.

Property protection

What is insured
A civil dispute relating to **your** principal home, or personal possessions, **you** own, or are responsible for, following:
(a) an event which causes physical damage to such property but the amount in dispute must be more than £100.

Please note **we** will not defend **your** legal rights but **we** will cover defending a counter-claim.

(b) a legal nuisance
(c) a trespass.

Please note **you** must have, or there must be reasonable prospects of establishing **you** have, the legal ownership or right to the land or personal possessions that are the subject of the dispute.

What is not insured
Please also refer to the Policy exclusions for this section.

A claim relating to the following:
a) a contract **you** have entered into
b) any building or land except **your** principal home
c) someone legally taking **your** property from you, whether **you** are offered money or not, or restrictions or controls placed on **your** property by any government or public or local authority
d work done by, or on behalf of, any government or public or local authority unless the claim is for accidental physical damage
e) adverse possession (meaning the occupation of any building or land either by someone trying to take possession from **you** or of which **you** are trying to take possession)
f) defending a claim relating to an event that causes physical damage to property, but **we** will cover defending a counter-claim.

Tax protection

What is insured
A comprehensive examination by HM Revenue & Customs that considers all areas of **your** self assessment tax return, but not enquiries limited to one or more specific area.

*Provided that **you** have taken reasonable care to ensure that all returns are complete and correct and are submitted within the statutory time limits allowed*

What is not insured
Please also refer to the Policy exclusions for this section.

a) **your** business activities
b) any investigation, enquiry, or prosecution relating to suspected or alleged dishonesty or suspected or alleged criminal offences.

Jury service and court attendance

What is insured
Your absence from work:

a) to attend any court or tribunal at the request of the **appointed representative**
b) to perform jury service
c) to carry out activities specified in **your identity theft** action plan under insured incident **9 Identity theft protection**.

The maximum **we** will pay is **your** net salary or wages for the time that **you** are absent from work less any amount the court gives **you**.

What is not insured
Please also refer to the Policy exclusionsfor this section.

Any claim if **you** are unable to prove **your** loss.

Legal defence

What is insured
Costs and expenses to defend **your** legal rights if an event arising from **your** work as an employee leads to**:**

a) **you** being prosecuted in a court of criminal jurisdiction
b) civil action being taken against **you** under:
    - discrimination legislation
    - data protection legislation..

What is not insured
Please also refer to the Policy exclusions for this section.

a) Any claim relating to **you** driving a motor vehicle.
b) Any claim resulting from hacking (unauthorised access) or other type of cyber attack affecting stored personal data.

Identity theft protection

What is insured

1) Following a call to the i**dentity theft** helpline service **we** will assign a personal caseworker who will provide phone advice and a personal action plan to help regain **your** identity.

2) If **you** become a victim of **identity theft**, **we** will pay the costs **you** incur for phone calls, faxes or postage to communicate with the police, credit agencies, financial service providers, other creditors or debt-collection agencies. **We** will also pay the cost of replacement documents to help restore **your** identity and credit status.

3) Following **your identity theft we** will pay:
   a) **costs and expenses** to reinstate **your** identity including costs for the signing of statutory declarations or similar documents
   b) **costs and expenses** to defend **your** legal rights in a dispute with debt collectors or any party taking legal action against you arising from or relating to **identity theft**
   c) loan-rejection fees and any re-application administration fee for a loan when **your** original application has been rejected.

Please note that:

i) **you** must notify **your** bank or building society as soon as possible
ii) **you** must tell **us** if **you** have previously suffered **identity theft**, and
iii) **you** must take all reasonable action to prevent continued unauthorised use of **your** identity.

What is not insured

A claim relating to the following:

a) fraud committed by anyone entitled to make a claim under this policy
b) losses arising from **your** business activities.

Policy exclusions

We will not pay for the following::

1) Late reported claims
A claim where **you** have failed to notify **us** of the insured incident within a reasonable time of it happening and where this failure adversely affects the **reasonable prospects** of a claim or **we** consider **our** position has been prejudiced.

2) Costs we have not agreed
Costs and expenses incurred before **our** written acceptance of a claim.

3) Court awards and fines
Fines, penalties, compensation or damages that a court or other authority orders **you** to pay.

4) Legal action we have not agreed
Any legal action **you** take that **we** or the **appointed representative** have not agreed to, or where **you** do anything that hinders **us** or the **appointed representative**.

5) Defamation
Any claim relating to written or verbal remarks that damage **your** reputation.

6 A dispute with ARAG
A dispute with **us** not otherwise dealt with under policy condition 8.

7) Judicial review
Costs and expenses arising from or relating to judicial review, coroner's inquest or fatal accident inquiry.

8) Nuclear, war and terrorism risks
A claim caused by, contributed to by or arising from:

a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel
b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it
c) war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000
d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

9) Litigant in person
Any claim where **you** are not represented by a law firm, barrister or tax expert.

Policy conditions

1) Your legal representation

a) On receiving a claim, if legal representation is necessary, **we** will appoint a **preferred law firm** as **your appointed representative** to deal with **your** claim. They will try to settle **your** claim by negotiation without having to go to court.

b) If the appointed **preferred law firm** cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may choose a law firm to act as the **appointed representative**.

c) If **you** choose a law firm as **your appointed representative** who is not a **preferred law firm**, **we** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to the **ARAG Standard Terms of Appointment**. The amount **we** will pay a law firm (where acting as the **appointed representative**) is currently £100 per hour. This amount may vary from time to time.

d) The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.

2) Your responsibilities

a) **You** must co-operate fully with **us** and the **appointed representative**.

b) **You** must give the **appointed representative** any instructions that **we** ask **you** to.

3) Offers to settle a claim

a) **You** must tell **us** if anyone offers to settle a claim. **You** must not negotiate or agree to a settlement without **our** written consent.

b) If **you** do not accept a reasonable offer to settle a claim, **we** may refuse to pay further **costs and expenses**.

c) **We** may decide to pay **you** the reasonable value of **your** claim, instead of starting or continuing legal action. In these circumstances **you** must allow **us** to take over and pursue or settle any claim in **your** name. **You** must also allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other person and **you** must give **us** all the information and help **we** need to do so.

4) Assessing and recovering costs

a) **You** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **we** ask for this.

b) **You** must take every step to recover **costs and expenses** and court attendance and jury service expenses that **we** have to pay and must pay **us** any amounts that are recovered.

5) Cancelling an appointed representative's appointment

If the **appointed representative** refuses to continue acting for **you** with good reason, or if **you** dismiss the **appointed representative** without good reason, the cover **we** provide will end immediately, unless **we** agree to appoint another **appointed representative**.

6) Withdrawing cover

If **you** settle or withdraw a claim without **our** agreement, or do not give suitable instructions to the **appointed representative**, **we** can withdraw cover and will be entitled to reclaim from **you** any **costs and expenses we** have paid.

7) Expert opinion

We may require **you** to get, at **your** own expense, an opinion from an expert that **we** consider appropriate, on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **us** and the cost agreed in writing between **you** and **us**. Subject to this, **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence.

8) Arbitration

If there is a disagreement about the handling of a claim and it is not resolved through **our** internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. (Details available from **www.financial-ombudsman.org.uk**)

If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.

9) Keeping to the policy terms

You must:

a) keep to the terms and conditions of this policy
b) take reasonable steps to avoid and prevent claims
c) take reasonable steps to avoid incurring unnecessary costs
d) send everything **we** ask for, in writing, and
e) report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.

10) Cancelling the policy

You can cancel this policy by telling **us** within 14 days of taking it out. Provided no claims have been made within that period, the person who sold **you** this policy will give **you** a full refund of the premium, subject to any separate charges that they may apply.

You may also cancel this policy at any time afterwards as long as **you** tell **us** at least 14 days beforehand. **We** can cancel this policy at any time as long as **we** tell **you** at least 14 days beforehand.

If the policy is cancelled after 14 days of taking it out, subject to the terms of business between **you** and the person who sold **you** this policy, **you** may be entitled to a partial refund of the premium.

It is important to note that charges may apply to any refund subject to the individual terms of business between **you** and the person who sold **you** this policy. Please contact them directly for full details of charges.

11) Fraudulent claims

We will, at **our** discretion, void the policy (make it invalid) from the date of claim, or alleged claim, and/or **we** will not pay the claim if:

a) a claim **you** have made to obtain benefit under this policy is fraudulent or intentionally exaggerated; or
b) a false declaration or statement is made in support of a claim.

12) Claims under this policy

Apart from **us, you** are the only person who may enforce all or any part of this policy by a third party and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest.

13) Other insurances

If any claim covered under this policy is also covered by another 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.

14) Law that applies

This policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **you** normally live. Otherwise, the law of England and Wales applies.

All Acts of Parliament mentioned in this policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

Section 4a Property Let Legal Protection

This section only applies if **Your** Schedule shows Property Let Legal Protection is included.

Contacts

Helplines Call 0344 893 9011

- Legal Advice
- Tax Advice
- Domestic Assistance

Making a claim Call 0344 893 9011

If **your** issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under this policy, phone **us** on 0344 893 9011 and **we** will give **you** a reference number. At this point **we** will not be able to tell **you** whether the claim is covered or not but **we** will pass the information **you** have given us to **our** claims handling teams and explain what to do next.

Counselling service Call 0344 893 9012

Access to online legal documents and guides Visit www.aragbusinesslaw.co.uk

Visit www.aragbusinesslaw.co.uk and use the following voucher code to sign up: ARAGBRES100

For more information about the helplines and ARAG Businesslaw, please refer to the last page of this section of the policy.

Welcome to ARAG

Thank **you** for purchasing this **ARAG** Property Let Legal Protection policy.

ARAG Legal Expenses Insurance Company Limited ('**ARAG**') is the underwriter and provides the legal protection insurance and additional services under your policy.

To make sure **you** get the most from **your ARAG** cover, please take time to read this policy wording which explains the insurance cover and additional services available to **you**. If **you** have any questions or would like more information, please contact **your** insurance adviser or the organisation which sold **you** this cover.

How your policy can help

Please find below information about the services **your** policy offers and details of how to make a claim.

Please note that all claims must be reported to us no more than 90 days after the date **you** should have known about the insured incident.

If **you** wish to speak to us about:

- **Legal Advice** – **you** can get telephone legal advice on any legal issue affecting **you**
- **Claims** – **you** can report a claim 24/7 either by telephone or using the on-line claim form
- **Tax Advice** – dedicated tax advisers can provide advice on tax issues affecting **you**

Please phone us on **0344 893 9011**. **We** will ask **you** about **your** legal issue and if necessary call **you** back to deal with **your** query.

Access to online legal documents and guides

You have access to **ARAG Businesslaw** as part of **your** policy. ARAG Businesslaw is an online resource that provides vital business and legal support. It contains a range of regularly updated business and legal guides, document builders, interactive checklists and videos that can help **you** stay on top of managing **your** properties, as well as helping **you** to manage **your** exposure to legal risk.

Visit www.aragbusinesslaw.co.uk and use the following voucher code to sign up: **ARAGBRES100**

Reporting a claim

Important information

Please do not ask for help from a lawyer, accountant or anyone else before **we** have agreed that **you** should do so. If **you** do, **we** will not pay the costs involved even if **we** accept the claim.

Report your claim

- Call **us** on **0344 893 9011**. Available 24 hours a day, seven days a week
- Have **your** policy number ready and **we**'ll ask you about your claim

We will assess the claim

- To check **your** claim is covered by **your** policy
- And, if it is, **we** will send it to a lawyer who specialises in **your** type of claim

The lawyer will

- Assess **your** case and tell **you** how likely it is **you** will win

If you are more likely than not to win, the lawyer will

- Manage the case from start to finish

Please note this is an overview of the claims process for guidance purposes only. **Our** claims handlers can answer any questions **you** may have when they receive **your** claim, alternatively **you** can visit www.arag.co.uk/claim

The meaning of words in this policy

The following words have these meanings wherever they appear in this policy in **bold**:

appointed representative

The **preferred law firm**, law firm or other suitably qualified person **we** appoint to act on **your** behalf.

ARAG Standard Terms of Appointment

The terms and conditions (including the amount **we** will pay to an **appointed representative**) that apply to the relevant type of claim, which could include a conditional fee agreement (no win, no fee). Where a law firm is acting on **your** behalf the amount **we** will pay is currently £100 per hour. This amount may vary from time to time.

costs and expenses

a) All reasonable, proportionate and necessary costs chargeable by the **appointed representative** and agreed by **us** in accordance with the **ARAGStandard Terms of Appointment**.
b) The costs incurred by opponents in civil cases if **you** have been ordered to pay them, or **you** pay them with **our** agreement.

countries covered

The United Kingdom of Great Britain and Northern Ireland.

date of occurrence

a) For civil cases, the date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause, then the **date of occurrenc**e is the date of the first of these events. (This is the date the event happened, which may be before the date **you** first became aware of it.)
b) For criminal cases, the date **you** began or are alleged to have begun to break the criminal law in question.

hotel expenses

Up to £150 per day to cover the cost of **your** accommodation for a maximum of 30 days while **you** are seeking possession of **your property**.

period of insurance

The period for which **we** have agreed to cover **you** and for which **we** have accepted the premium.

preferred law firm

A law firm or barrister **we** choose to provide legal or other services. These specialists are chosen as they have the proven expertise to deal with **your** claim and must comply with **our** agreed service standard levels, which **we** audit regularly. They are appointed according to the **ARAG Standard Terms of Appointment**.

reasonable prospects

a) For civil cases, the prospects that **you** will recover losses or damages (or obtain any other legal remedy that **we** have agreed to, including an enforcement of judgment), or make a successful defence, must be at least 51%. A **preferred law firm** on **our** behalf, will assess whether there are **reasonable prospects**.
b) For criminal cases there is no requirement for there to be prospects of a successful outcome.
c) For all civil and criminal appeals, the prospects of a successful outcome must be at least 51%.

storagecosts
£10 per day to store **your** personal possessions for a maximum of four weeks after the termination of **your** tenancy agreement while **you** are unable to reoccupy **your property**.

we,us,our, ARAG
ARAG Legal Expenses Insurance Company Limited.

you,your
The person, business or property owner who has taken out this policy.

your property
The property **you** have told **us** about used for residential purposes only, and let under:

a) an assured shorthold tenancy or assured tenancy under the Housing Act 1988; or
b) a standard contract under the Renting Homes (Wales) Act 2016; or
c) an assured tenancy or short assured tenancy under the Housing (Scotland) Act 1988; or
d) a private residential tenancy under the Private Housing (Tenancies) (Scotland) Act 2016; or
e) a Company Residential tenancy (company let) created after 28th February 1997 where the tenant is a Private Limited Company (Ltd), a Public Limited Company (Plc) or a Limited Liability Partnership (LLP); or
f) a private residential tenancy to which the Private Tenancies (Northern Ireland) Order 2006 applies; or
g) an agreement where **you** have let a room or rooms in **your property** to a lodger for residential purposes and **you** live in **your property** as the landlord along with the person **you** have let the room or rooms to; or
h) any equivalent or future amending legislation applying to this definition.

Our agreement

This policy and the policy schedule shall be read together as one document and describe the contract between **you** and **us**.

We agree to provide the insurance described in this policy for **you**, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this policy, provided that:

1) **reasonable prospects** exist for the duration of the claim
2) the **date of occurrenc**e of the insured incident is during the **period of insurance**
3) any legal proceedings, or any other proceeding to resolve the insured incident will be dealt with by a court, or other body which **we** agree to, within the **countries covered**; and
4) the insured incident happens within the **countries covered**.

What we will pay

We will pay an **appointed representative**, on **your** behalf, **costs and expenses** incurred, and **we** will pay **you hotel expenses** and **storage costs**, following an insured incident, provided that:

1) the most **we** will pay for all claims resulting from one or more event arising at the same time or from the same originating cause is £50,000
2) the most **we** will pay in **costs and expenses** is no more than the amount **we** would have paid to a **preferred law firm**. The amount **we** will pay a law firm (where acting on **your** behalf) is currently £100 per hour. This amount may vary from time to time
3) in respect of an appeal or the defence of an appeal, **you** must tell **us** as soon as possible and within the statutory time limits allowed that **you** want to appeal. Before **we** pay the **costs and expenses** for appeals, **we** must agree that **reasonable prospects** exist
4) for an enforcement of judgment to recover money and interest due to **you** after a successful claim under this policy, **we** must agree that **reasonable prospects** exist; and
5) where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **we** will pay in **costs and expense**s is the value of the likely award.

What we will not pay

1) In the event of a claim, if **you** decide not to use the services of a **preferred law firm**, **you** will be responsible for any costs that fall outside the **ARAG Standard Terms of Appointment** and these will not be paid by **us**.

2) If **you** are registered for VAT **we** will not pay the VAT element of any **costs and expenses**.

Insured incidents we will cover

1) Repossession
Costs and expenses to obtain possession of **your property**.

Provided that:
i) **You** must give the tenant the correct notices telling them that y**ou** want possession of **your property.**
ii) All posted pre-agent notices and pre-proceeding notices must be sent by recorded delivery post.

2) Property damage
Costs and expenses for pursuing a civil dispute relating to **your property** following any event which causes physical damage to such property.

Please note that the amount in dispute must be more than £1,000.

3) Eviction of squatters
Costs and expenses to evict anyone who is not **your** tenant or ex-tenant from **your property** and who has not got **your** permission to be there.

Please note, for England, Wales and Scotland squatting in residential properties is a criminal offence and therefore please contact the police in the first instance.

4) Rent recovery
Costs and expenses to recover rent owed by **your** tenant for **your property** if it has been overdue for at least one calendar month.

Provided that:
i) If **you** accept payment (or part payment) of rent arrears from the tenant of **your property**, **you** must be able to provide proof that **you** have warned the tenant that it does not prevent **you** taking further action against them under this policy.
ii) Where the tenant is a limited company, **you** must first seek advice from the **appointed representative** before accepting payment of rent arrears.

5) Legal defence
Costs and expenses to:
a) defend **your** legal rights if an event arising from letting **your property** leads to **you** being prosecuted in a criminal court;
b) defend an appeal against **your** decision not to adapt **your property** under disability discrimination legislation.

General exclusions

1) Late reported claims
Any claim reported to **us** more than 90 days after the date **you** should have known about the insured incident.

2) Costs we have not agreed
Any **costs and expenses**, **hotel expenses** or **storage costs** that are incurred before **our** expressed acceptance.

3) Claims in first 90 days where the tenancy agreement pre-dates policy
Any disagreement with **your** tenant when the **date of occurrence** is within the first 90 days of the first **period of insurance** and the tenancy agreement started before the start of this policy, unless an equivalent legal expenses policy was in force prior to **you** insuring with **us** and cover has been maintained continuously between that previous policy ending and this policy starting.

4) Rent reviews and controls
Any claim relating to registering rents, reviewing rents, rent control, buying the freehold of **your property** or any matter that relates to rent tribunals, rates tribunals, land tribunals, rent assessment committees and rent officers.

5) Other types of property claims
Any claim relating to someone legally taking **your property** from **you**, whether **you** are offered money or not, or restrictions or controls placed on **your property** by any government or public or local authority unless the claim is for accidental physical damage caused by any of the above.

6) Subsidence, mining or quarrying
Any claim relating to subsidence, mining or quarrying.

7) Legal action we have not agreed
Any legal action **you** take which **we** or the **appointed representative** have not agreed to or where **you** do anything that hinders **us** or the **appointed representative**.

8) A dispute with ARAG
Any claim under this policy for a dispute with **us**. For disagreements with **us** about the handling of a claim refer to Policy condition 8.

9) Judicial review
Costs and expenses arising from or relating to judicial review.

10) Court awards and fines
Fines, penalties, compensation or damages which **you** are ordered to pay by a court or other authority.

11) Nuclear, war and terrorism risks
Any claim caused by, contributed to by or arising from:
(a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
(b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
(c) war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000;
(d) pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

12) Bankruptcy

Any claim where either at the start of, or during the course of a claim:

(a) **you** are declared bankrupt
(b) **you** have filed a bankruptcy petition
(c) **you** have filed a winding-up petition
(d) **you** have made an arrangement with **your** creditors
(e) **you** have entered into a deed of arrangement
(f) **you** are in liquidation
(g) part or all of **your** affairs or property are in the care or control of a receiver or administrator.

13) Litigant in person

Any claim where **you** are not represented by a law firm or barrister.

Policy conditions

1) Your representation

a) On receiving a claim, if representation is necessary, **we** will appoint a **preferred law firm** as **your appointed representative** to deal with **your** claim. They will try to settle your claim by negotiation without having to go to court.

b) If the appointed **preferred law firm** cannot negotiate settlement of **your** claim and it is necessary to go to court and legal proceedings are issued or there is a conflict of interest, then **you** may, if **you** prefer, choose a law firm of **your** own choice to act as the **appointed representative**.

c) If **you** choose a law firm as **your appointed representative** who is not a **preferred law firm**, **we** will give **your** choice of law firm the opportunity to act on the same terms as a **preferred law firm**. However if they refuse to act on this basis, the most **we** will pay is the amount **we** would have paid if they had agreed to the **ARAG Standard Terms of Appointment**. The amount **we** will pay a law firm (where acting on **your** behalf) is currently £100 per hour. This amount may vary from time to time.

d) The **appointed representative** must co-operate with **us** at all times and must keep **us** up to date with the progress of the claim.

2) Your responsibilities

a) **You** must co-operate fully with **us** and the **appointed representative**.

b) **You** must give the **appointed representative** any instructions that **we** ask **you** to.

3) Offers to settle a claim

a) **You** must tell **us** if anyone offers to settle a claim. **You** must not negotiate or agree to a settlement without **our** expressed consent.

b) If **you** do not accept a reasonable offer to settle a claim, **we** will not pay further **costs and expenses**.

c) **We** may decide to pay **you** the reasonable value of **your** claim, instead of starting or continuing legal action. In these circumstances **you** must allow **us** to take over and pursue or settle any claim in **your** name. **You** must allow **us** to pursue at **our** own expense and for **our** own benefit, any claim for compensation against any other person and **you** must give **us** all the information and help **we** need to do so.

4) Assessing and recovering costs

a) **You** must instruct the **appointed representative** to have **costs and expenses** taxed, assessed or audited if **we** ask for this.

b) **You** must take every step to recover **costs and expenses** that **we** have to pay and must pay **us** any amounts that are recovered.

5) Cancelling an appointed representative's appointment

If an **appointed representative** refuses to continue acting for **you** with good reason, or if **you** dismiss an **appointed representative** without good reason, the cover **we** provide will end at once, unless **we** agree to appoint another **appointed representative**.

6) Withdrawing cover

a) If **you** settle or withdraw **your** claim without **our** agreement, or do not give suitable instructions to the **appointed representative**, **we** can withdraw cover and will be entitled to reclaim from **you** any **costs and expenses**, **hotel expenses** or **storage costs we** have paid.

b) If during the course of a claim **reasonable prospec**ts no longer exist the cover **we** provide will end at once. **We** will pay any **costs and expenses**, **hotel expense**s or **storage costs we** have agreed to, up to the date cover was withdrawn.

7) Expert opinion

If there is a disagreement between **you** and **us** on the merits of the claim or proceedings, or on a legal principle, **we** may suggest **you** obtain at **your** own expense an opinion on the matter from an independent and appropriate expert. The expert must be approved in advance by **us** and the cost expressly agreed in writing between **you** and **us**. Subject to this **we** will pay the cost of getting the opinion if the expert's opinion indicates that it is more likely than not that **you** will recover damages (or obtain any other legal remedy that **we** have agreed to) or make a successful defence. This does not affect **your** rights under Policy condition 8.

8) Arbitration

If there is a disagreement about the handling of a claim and it is not resolved through **our** internal complaints procedure the Financial Ombudsman Service may be able to help. This is a free arbitration service for eligible complaints. (Details available from **www.financial-ombudsman.org.uk**)

If the dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a jointly agreed barrister, solicitor or other suitably qualified person. If there is a disagreement over the choice of arbitrator, **we** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between the parties or one party may pay all the costs.

9) Keeping to the policy terms

You must:

a) keep to the terms and conditions of this policy;
b) take reasonable steps to avoid and prevent claims;
c) take reasonable steps to exhaust all other available remedies to resolve **your** issue;
d) take reasonable steps to avoid incurring unnecessary costs;
e) send everything **we** ask for, in writing; and
f) report to **us** full and factual details of any claim as soon as possible and give **us** any information **we** need.

10) Cancelling the policy

You can cancel this policy by telling **us** within 14 days of taking it out, or at any time afterwards as long as **you** tell **us** at least 14 days beforehand. **We** can cancel this policy at any time as long as **we** tell **you** at least 14 days beforehand.

Subject to the terms of business between **you** and the person who sold **you** this policy, **you** may be entitled to a partial refund of the premium.

It is important to note that charges may apply to any refund subject to the individual terms of business between **you** and the person who sold **you** this policy. Please contact them directly for full details of charges.

11) Fraudulent claims

We will, at **our** discretion, void the policy (make it invalid) from the date of claim, or alleged claim, and/or **we** will not pay the claim if:

a) a claim **you** have made to obtain benefit under this policy is fraudulent or intentionally exaggerated, or
b) a false declaration is made in support of a claim.

12) Claims under this policy by a third party

Apart from **us**, **you** are the only person who may enforce all or any part of this policy and the rights and interests arising from or connected with it. This means that the Contracts (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third-party rights or interest.

13) Other insurances

If any claim covered under this policy is also covered by another 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.

14) Law that applies

This policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **you** normally live. Otherwise, the law of England and Wales applies.

All Acts of Parliament mentioned in this policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

About ARAG

ARAG Head and Registered Office:
ARAG Legal Expenses Insurance Company Limited | Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW

Registered in England and Wales | Company Number 103274 | Website: www.arag.co.uk

ARAG Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority.

Financial Services Compensation Scheme
We are covered by the Financial Services Compensation Scheme (FSCS). Compensation from the scheme may be claimed if **we** cannot meet **our** obligations. This will be dependent on the type of business and the circumstances of the claim. More information on the compensation scheme arrangements can be found on the FSCS website, www.fscs.org.uk

Helplines and ARAG Businesslaw

You can contact o**ur** UK-based call centre 24 hours a day, seven days a week, during the **period of insurance**. However, **we** may need to arrange to call y**ou** back depending on **your** enquiry. To help **us** check and improve **our** service standards, **we** may record all calls. When phoning, please tell **us your** policy number and the name of the insurance provider who sold **you** this policy.

Legal advice Call 0344 893 9011

Confidential advice over the phone on any personal legal issue, under the laws of the United Kingdom of Great Britain and Northern Ireland, any European Union country, the Isle of Man, Channel Islands, Switzerland and Norway.

Advice about the law in England and Wales is available 24 hours a day, seven days a week. Legal advice for the other countries is available 9am-5pm, Monday to Friday, excluding public and bank holidays. If **you** call outside these times, a message will be taken and a return call arranged within the operating hours.

Tax advice Call 0344 893 9011

Confidential advice over the phone on personal tax matters in the UK. Tax advice is provided by tax advisers 9am-5pm, Monday to Friday, excluding public and bank holidays. If **you** call outside these times, a message will be taken and a return call arranged within the operating hours.

Domestic assistance Call 0344 893 9011

We will arrange help or repairs needed if **you** have a domestic emergency in **your property**, such as a burst pipe, blocked drain, broken window or building damage. **We** will ask a contractor to help, but **you** must pay the contractor's costs including any call-out charges.

Counselling service Call 0344 893 9012

Confidential counselling service over the phone if **you** are aged 18 or over (or aged between 16 and 18 and in full-time employment). This includes, where appropriate, referral to relevant voluntary or professional services. **You** will pay any costs for using the services to which **we** refer **you**.

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

We cannot accept responsibility if the helpline services are unavailable for reasons we cannot control.

ARAG Businesslaw Visit www.aragbusinesslaw.co.uk

You have access to **ARAG Businesslaw** as part of **your** policy. ARAG Businesslaw is an online resource that provides vital business and legal support. It contains a range of regularly updated business and legal guides, document builders, interactive checklists and videos that can help **you** stay on top of managing **your** properties, as well as helping **you** to manage **your** exposure to legal risk.

Visit www.aragbusinesslaw.co.uk and use the following voucher code to sign up: ARAGBRES100

Section 5 Home Emergency

Welcome to ARAG

Thank **you** for purchasing this **ARAG** Home Emergency policy. This policy is underwritten by ARAG Legal Expenses Insurance Company Limited ('**ARAG**').

To make sure **you** get the most from **your** cover, please take time to read this policy wording which explains when **we** can help and when **we** can't.

Your insurance adviser can answer any questions **you** might have about the premium, the renewal of this policy or the type of cover offered. If **you** think **you** need to make a claim then contact **us** on 0800 294 2855.

Words shown in **bold** have special meaning and **you** can find the definitions on the last page of this section of the policy.

Our agreement

This policy and the policy schedule shall be read together as one document and describe the contract between **you** and **us**.

We agree to cover the costs of the assistance described in this policy in respect of the insured events, as defined in this policy, in return for payment of the premium and subject to the terms, conditions, exclusions and limitations set out in this policy provided that:

1) the insured event is sudden, unexpected and requires immediate corrective action to:
   a) prevent damage or further damage to your **home**; or
   b) make **your home** secure; or
   c) reduce any health risk to an **insured person.**

   A gradually occurring event is not considered an emergency as it is not sudden or unexpected.
2) the insured event happens during the **period of insurance** and within the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands.

If **we** are unable to cover **your** claim, **we** will try (if **you** wish) to arrange assistance at **your** expense. The terms of such a service are a matter for **you** and the supplier.

Important information

Your Home Emergency policy includes everything **you** need to know about the cover **we** provide. Keep this document somewhere safe because **you**'ll need it in an emergency.

How to claim

To claim under **your** policy, please check the information below, which tells **you** when **we** can help and what you're covered for, then phone us on 0800 294 2855. **We** will ask **you** to confirm:

- **your** name and **your home** address including postcode
- the nature of the problem.

Our phone lines are open 24 hours a day, 365 days a year. To help **us** check and improve **our** service standards, **we** may record all calls.

We ask that **you** don't arrange for a contractor yourself because **we** won't pay for this or for any work that **we** haven't agreed to in advance. Also, please make sure there is someone aged 18 or over at **home** when **our** contractor arrives.

How we can help

Once **you**'ve checked that **your** emergency is an insured event, it's important that **you** tell **us** about it as soon as **you** can. If **we** accept **your** claim, **we** will arrange and pay for a contractor to resolve the insured event taking into account what would be fair and reasonable in the circumstances. **We** will either:

i) carry out a temporary repair (or a permanent repair if this is no more expensive); or
ii) take other action, such as isolating a leaking component or gaining access to **your home**.

At all times **we** will decide the best way of providing help.

Your cover - insured events

You are covered for:	But not covered for:
Please also refer to our agreement at the beginning of this section of the policy. **To make a claim call 0800 294 2855**	Please also refer to the general exclusions of this section.
Roof damage Any damage to the roof of **your home** where internal damage has been caused or is likely.	
Plumbing and drainage Damage to, or blockage, breakage or leaking of, the drains or plumbing system that **you** are responsible for in **your home**.	Pipes for which **your** water supply or sewerage company are responsible and rainwater drains and soakaways.
Heating failure The failure of the **main heating** system in **your home**.	If you have a habitable area in your home, where the heating and/or hot water is still fully or partially working.
Power supply failure The failure of the domestic electricity or gas supply, in the boundaries of **your home**.	1 If you have a habitable area in your home, where the electricity and/or gas supply is still fully or partially working. 2 The failure of the mains supply.
Toilet unit Impact damage to, or mechanical failure of, a toilet bowl or cistern that results in the complete loss of function of the only toilet, or toilets in **your home**.	If **you** have another toilet in **your home** that is working.
Home security The failure of or damage to external doors, windows or locks resulting in **your home** becoming insecure.	
Keys The only available set of keys to **your home** is lost, stolen or damaged and **you** can't replace them, or can't gain normal access to **your home**.	
Vermin An infestation by **vermin** in **your home** which prevents the use of the loft or one or more rooms in **your home**.	An infestation in any domestic outbuilding or garage, or the removal and/or control of bees' nests.

What we will pay

1) **We** will arrange and pay for a contractor to take action up to the **emergency assistance limi**t for each insured event.
2) If **your home** remains uninhabitable overnight following an insured event, **we** will reimburse **you** for **hotel accommodation**. **You** must send **us** all relevant invoice(s) before **we** will reimburse **you**. The decision on whether **your home** is uninhabitable will take into account whether it would be fair and reasonable for **you** to remain in **your home**.

What we won't pay

1) Any costs over and above the **emergency assistance limit**.
2) Any costs of overnight accommodation over and above the amount shown under **hotel accommodation** (please see **The meaning of words in this policy** on the last page of this section of the policy).

When we can't help

- **You** should immediately contact the fire, ambulance or police service in a situation that could result in serious risk to **you** or substantial damage to **your home**.
- If **you** think there is a gas leak, **you** should contact the National Gas Emergency Service on 0800 111 999.
- If there is an emergency relating to a service such as the mains water or electricity supply, **you** should contact **your** supplier.

We will always try to get to **you** as soon as possible but sometimes it may take **us** longer than **we** would like because the weather is bad, **you** are in a remote location or parts needed to complete the repair are unavailable.

If providing help would put **our** contractors in danger, for example carrying out roof repairs in high winds or repairing damp electrics, **we** will wait until the conditions have improved before sending someone out.

General exclusions

You are not covered for:

1) Rented properties and second homes
An incident at a property that **you** rent or let or that **you** own that is not **your** main residence.

2) Unoccupied homes
An incident that happens when **your home** has been left unoccupied for 30 or more consecutive days.

3) Costs we haven't agreed
Costs incurred by an i**nsured person** before **we** have accepted a claim.

4) Home maintenance
Normal day-to-day **home** maintenance that an **insured person** should carry out or pay for, such as servicing of heating and hot water systems.

5) Communal areas
An incident that would require **us** to undertake repairs or any other remedial action to:
a) shared or communal areas of a property; or
b) any shared fixtures and fittings, facilities or services outside the legal boundary of **your home**.

6) Nobody at home
Costs incurred where **our** contractor has attended at an agreed time but nobody aged 18 or over was at **your home**.

7) Replacement boilers or appliances
The costs, or any contribution towards the costs, of replacing a boiler, storage heater or any other heating or domestic appliance.

8) Repair is uneconomical
Any repair to a boiler, storage heater or any other heating or domestic appliance that is more than the cost of replacing it.

9) Failure to carry out previously recommended repairs
An incident which happens because an **insured person** failed to carry out work or repairs that they were advised to undertake which would've meant the incident didn't happen.

10) Guarantee and warranty
Equipment or facilities that are under guarantee or warranty from the maker, supplier or installer.

11) Risk to health and safety
An incident that cannot be resolved safely by **our** contractor (or which requires specialist assistance) because there are dangerous substances or materials (such as asbestos) or where conditions make attempting a repair dangerous.

12) Incorrect installation or repairs
An incident resulting from a design fault or the incorrect installation, repair, modification or maintenance of equipment or facilities.

13) Deliberate acts

An incident arising from a deliberate act or omission by an **insured person**.

14) Damage caused during repairs

Damage caused by gaining access to carry out repairs.

15) Mains supplies

An incident relating to the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply, or an **insured person's** failure to buy or provide enough gas, electricity or other fuel.

16) Connected homes

The failure, or other issues with the working of, connected home devices e.g. cannot turn heating or lighting on because of a network outage.

17) Excluded property amenities and facilities

An incident:

(a) arising from the malfunction or blockage of septic tanks, cess pits or fuel tanks; or

(b) relating to underfloor heating, swimming pools or hot tubs.

18) Subsidence, landslip and heave

An incident arising from subsidence, landslip or heave.

19) Cyber

An incident caused by, contributed to by, or arising from hacking (unauthorised access) or other type of cyber attack.

20) Nuclear war and terrorism risk

An incident caused by, contributed to by, or arising from:

a) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel

b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it

c) war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup, or any other act of terrorism or alleged act of terrorism as defined in the Terrorism Act 2000.

Policy conditions

1) Maintenance

You must maintain **your home** in a reasonable condition, carry out any inspections or services of fittings in accordance with the manufacturer's instructions and complete any necessary maintenance to the structure of **your home**.

2) Keeping to the policy terms

You must try to prevent anything happening that may cause a claim and take steps to keep any amount **we** have to pay as low as possible.

3) Replacement parts

We will attempt to provide replacement parts where necessary but cannot be held responsible if these are delayed or unavailable.

4) Circumstances beyond our control

We will make every effort to provide the service at all times, but **we** will not be responsible for any liability arising from **our** inability to provide assistance as a result of circumstances beyond **our** control.

5) Cancelling the policy

You can cancel this policy by telling the person who sold **you** this policy within the cooling off period which lasts for 14 days after taking it out, or at any time afterwards.

We can cancel this policy at any time as long as **we** tell **you** at least 14 days beforehand.

Subject to the terms of business between **you** and the person who sold **you** this policy, **you** may be entitled to a partial refund of the premium.

It is important to note that charges may apply to any refund subject to the individual terms of business between **you** and the person who sold **you** this policy. Please contact them directly for full details of charges.

6) Fraudulent claims

We will, at **our** discretion, void the policy (make it invalid) from the date of claim, or alleged claim, and/or **we** will not pay the claim if:

a) a claim the **insured person** has made to obtain benefit under this policy is fraudulent or intentionally exaggerated; or
b) a false declaration or statement is made in support of a claim.

7) Information you provide

You must take reasonable care to make sure that the information **you** provide when taking out this policy, or during the term of this policy, is complete and accurate. If the information **you** provide is not complete and accurate:

a) **your** policy may be voided or cancelled and the premium kept, or
b) part or all of any claim may be refused or not paid, or
c) the premium or cover may be revised.

8) Losses not directly covered by this policy

We will not pay for losses that are not directly covered by this policy e.g. time taken off work or replacement carpet damaged by a leak.

9) Other insurances

If any claim covered under this policy is also covered by another 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.

10) Law that applies

This policy is governed by the law that applies in the part of the United Kingdom, Channel Islands or Isle of Man where **you** normally live. Otherwise, the law of England and Wales applies.

All Acts of Parliament mentioned in this policy include equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands as appropriate.

The meaning of words in this policy

The following words have these meanings wherever they appear in this policy in bold:

emergency assistance limit
£1,000 (including VAT) for the call-out charge, labour costs, parts and materials for each insured event. This does not include any amount payable in respect of **hotel accommodation**.

home
Your main private residence. This includes attached or integral garages or conservatories but does not include walls, gates, hedges, fences, outbuildings, sheds, detached garages or anything outside the legal boundary of the property. **Your home** must be situated in the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands.

hotel accommodation
The room-only cost of one night's accommodation for **insured person**(s) if **your home** remains uninhabitable following an insured event. The most w**e** will pay for **hotel accommodation** is £300 (including VAT).

insured person
You and any person who lives in or is staying at **your home**.

main heating system
The main hot-water or central-heating system in **your home** which must be gas, oil or electric fired. This includes pipes that connect components of the system, but does not include:
a) cold-water supply or drainage pipes
b) non-domestic heating or non-domestic hot water systems; or
c) any form of alternative heating system, such as solar heating, biomass, or heat pump (ground source heat pump or air source heat pump).

period of insurance
The period shown on **your** policy schedule and any subsequent period for which **we** accept a renewal premium.

plumbing and drainage
The cold-water supply and drainage system in the boundary of **your home** and for which **you** are legally responsible.

vermin
a) wasps' and/or hornets' nests
b) rats
c) mice; or
d) grey squirrels

we, us, our, ARAG
ARAG Legal Expenses Insurance Company Limited.

you, your
The person who has taken out this policy (shown as the policyholder in the policy schedule).

0825

www.county-insurance.co.uk

County
Insurance Services

Independent Insurance Brokers County Insurance Services Limited. Address and Registered Office: County House, Glyme Court, Langford Lane, Kidlington, Oxon OX5 1LQ. Authorised and regulated by the Financial Conduct Authority (FCA) (FRN: 597267). Company registered in England No. 08411634