

Thank you for choosing Equity Red Star for your household insurance.

This document and the schedule set out what is and what is not covered, together with the sums insured and any special terms that may apply. They both form the contract of insurance between you and us and should be read together.

Please check that they meet your needs and that you understand them.

If you have any questions about these documents, please contact your insurance adviser who will be pleased to help you.

We aim to provide a first-class service.

However, if you need to complain, or you feel that we have not kept our promise, please contact your insurance adviser.

- **If you are not happy with the way the matter is dealt with, please write to the Chief Executive of Equity Red Star. The address is:**

**52 Leadenhall Street
London
EC3A 2BJ.**

Please include your certificate number, which is shown on the schedule.

- **After this action, if you are still not satisfied with the way a complaint has been dealt with, you may ask the Policyholder & Market Assistance department at Lloyd's to review your case.**

The address is:

**Policyholder & Market Assistance
Lloyd's Market Services
One Lime Street
London
EC3M 7HA.
Telephone: 020 7327 5693
Fax: 020 7327 5225
E-mail: Complaints@Lloyds.com**

- **Having followed this procedure your complaint can be referred to the Financial Ombudsman Service (FOS).**

The address is:

**The Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR.**

(These procedures do not affect your right to take legal action if necessary.)

Financial Services Compensation Scheme (FSCS)

As we are members of the Financial Services Compensation Scheme (FSCS), you may be entitled to compensation under the scheme if we cannot pay out all valid claims under this insurance. This depends on the type of policy you have and the circumstances of the claim. The scheme will cover 90% of the claim with no upper limit. For types of insurance you must have by law (such as third-party insurance for motor claims), the scheme will cover the whole claim. You can get more information about the scheme from the FSCS or you can visit their website at www.fscs.org.uk. Equity Red Star is managed by Equity Syndicate Management Ltd which is authorised and regulated by the Financial Services Authority.



The contract of insurance

This document, the schedule and any endorsements form a legally binding contract of insurance between you and us.

The contract does not give, or intend to give, rights to anyone else. No-one else has the right to enforce any part of this contract. We may cancel or change any part of the contract without getting anyone else's permission.

The contract is based on the information you provided in your proposal or statement of insurance. The insurance provided by this document covers liability, loss or damage that happens during any period of insurance for which you have paid, or agreed to pay, the premium. The insurance is provided under the terms and conditions contained in this document or in any endorsement applying to it.

This insurance is written in English and all communications about it will be in English. Unless we have agreed otherwise with you, this contract is governed by English law.

The Contracts (Rights of Third Parties) Act 1999 Clarification Clause

A person who is not directly involved in this insurance has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance. However, this does not affect any other rights they may have.

Signed for and on behalf of
EQUITY RED STAR



Underwriter

Index

	Page
The contract of insurance	1
Index	2
Definitions	3
Section one: Buildings	5
Insured events	5
Extra benefits included with buildings	7
Accidental damage to buildings	9
Settling claims	10
Buildings liability	11
Liability as the owner of your present home	11
Liability as the owner of your previous homes	12
Section two: Contents	13
Insured events	13
Extra benefits included with contents	15
Accidental damage to contents	18
Settling claims	19
Contents liability	20
Personal liability	20
Liability as the occupier of your home	20
Liability as a tenant	21
Accidents to domestic employees	22
Unpaid damages	22
Section three: Personal items	23
1. Specified items	23
2. Unspecified valuables, clothing and personal belongings	23
3. Pedal cycles	23
Settling claims	24
Section four: Money and credit cards	25
Money	25
Credit cards	25
Season tickets	25
Section five: Legal expenses	26
Definitions	26
What is covered	26
Conditions	26
Making a claim	27
Settling claims	27
General exclusions	29
General conditions	30
Endorsements	32
Security	36
Helpful hints	37

Definitions

The following words or phrases have the same meaning whenever they appear in this document, the schedule and endorsements.

Accidental damage

Damage caused as a direct result of a single unexpected event.

Buildings

Your home, greenhouses and sheds all on the same site, and used for domestic purposes, including central-heating oil tanks, gas tanks, septic tanks, hard tennis courts, fixed swimming pools, fixed hot tubs, fixed jacuzzis, fixed spas, terraces, patios, drives, paths, walls, fences, gates and landlord's fixtures and fittings.

Your home (unless shown differently on the schedule) must be built of brick, stone or concrete (but not pre-fabricated walls or panels), with a slate, tiled, concrete or felt roof. Unless shown on the schedule, no more than 30% of the roof area may be flat and covered with felt.

Business equipment

Furniture, computers (including keyboards and monitors), printers, modems, fax machines, photocopiers, typewriters and phone equipment in **your home** (other than equipment belonging to **your** employer).

Contents

Household goods, **personal belongings**, clothing and other items in **your home**, belonging to **you** or for which **you** are legally responsible, including:

- **money** (up to £250 in total);
- stamp, coin or other collections (up to £1,000 in total);
- guests' clothing and **personal belongings** (up to £500 in total);
- **valuables**, pictures, works of art and curios:
 - up to 35% of the sum insured for contents in total for these items;
 - up to £5,000 for any one Plasma, Liquid Crystal Display, Digital Light Projection, Front-Projection or CRT Front-Projection television, free-standing hot tub, free-standing jacuzzi or free-standing spa;
 - up to £1,500 for any other one item, pair or set; and
- **business equipment** (up to £5,000 in total).

Contents does not include:

- any property which is more specifically insured by this or other insurance;
- any living creature;
- motor vehicles, electrically-, mechanically-, or power assisted vehicles (other than domestic gardening equipment), caravans, trailers, aircraft, hang-gliders, hovercraft, land- or sand-yachts, parakarts, jet-skis or watercraft, or any parts or accessories for these items;
- landlord's fixtures and fittings;
- securities, deeds, bonds, bills of exchange, promissory notes, documents and manuscripts;
- any property used or held for business, profession or trade purposes other than **business equipment**; or
- any part of the **buildings**, except improvements and decoration in **your home** for which **you** are legally responsible under a tenancy agreement.

Credit cards

Credit, cheque, debit and charge cards which belong to **you** and for which **you** are legally responsible.

Family

You, your domestic partner, children (including adopted and foster children), parents and other relatives who permanently live in **your home**.

Home

The private living accommodation, garages and outbuildings (but not a caravan or mobile home) used for domestic purposes, at the address shown on the schedule.

Definitions (continued)

Money

Personal **money** kept by you for private purposes.

Money is:

- current coin or bank notes (which do not form part of a collection), cheques and traveller's cheques;
- postal or money orders, and current postage stamps;
- Premium Bonds, and National Savings stamps and certificates;
- gift vouchers or tokens;
- travel tickets and phonecards; and
- luncheon vouchers.

Occupant

You or a member of **your family** or a person authorised by **you** living in **your home**.

Period of insurance

The length of time covered by this insurance (as shown on the schedule) and any extra period for which **we** accept **your** premium.

Personal belongings

Articles which **you** are wearing, using or carrying.

Personal belongings do not include:

- tools or instruments used or held for business, profession or trade purposes;
- **valuables**;
- **money** and **credit cards**;
- pedal cycles;
- motor vehicles, electrically-, mechanically- or power assisted vehicles (other than domestic gardening equipment), caravans, trailers, aircraft, hang-gliders, hovercraft, land- or sand-yachts, parakarts, jet-skis or watercraft or any parts or accessories for these items; and
- any property which is more specifically insured by this or other insurance.

Self-contained

Private living accommodation which has its own kitchen, bathroom and toilet, and separate and lockable entries and exits, which only **you** live in.

Unfurnished

Where **your home** is not furnished enough to be lived in.

United Kingdom

Great Britain (England, Scotland and Wales), Northern Ireland, the Isle of Man and the Channel Islands.

Unoccupied

Where **your home** has been left without an **occupant** for more than 30 days in a row.

Valuables

Articles of gold, silver, other precious metals, jewellery, gemstones, pearls, furs, watches, portable televisions, audio, video and computer equipment, telescopes, binoculars, photographic equipment, sports and/or camping equipment, musical instruments and guns belonging to **you** or for which **you** are legally responsible.

We, us, our

The insurer named on the schedule, which is made up of the Lloyd's underwriters who have insured **you** under this contract. Each underwriter is only liable for their own share of the risk and not for any other's share. **You** can ask **us** for the names of the underwriters and the share of the risk each has taken on.

You, your

The person or people named on the schedule and **your family**.

Section one: Buildings

The schedule will show if this cover applies.

What is covered

Insured events

Loss or damage to **your buildings** during the **period of insurance** caused by the following.

- 1 Fire and smoke.
- 2 Earthquake.
- 3 Explosion.
- 4 Lightning.
- 5 Aircraft and other flying objects or anything dropped from them.
- 6 Riot, civil commotion, strikes and labour or political disturbances.
- 7 Being hit by any vehicle, train or animal.
- 8 Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings or masts.
- 9 Falling trees or branches, telegraph poles or lamp posts.
- 10 Theft or attempted theft.
- 11 Malicious acts or vandalism.
- 12 Flood.

What is not covered

The first £50 of every claim except for insured event 14.

- Loss or damage caused by pets.
- Loss or damage caused to:
 - paths or drives by the weight of any vehicle; or
 - roads, land, pavements, piers, jetties, bridges and culverts (a tunnel carrying a stream or open drain under a road or railway).
- Loss or damage to radio or television aerials, fixed satellite dishes, their fittings or masts.
- Loss or damage:
 - caused by cutting down or trimming trees or branches; or
 - to hedges, fences and gates.
- Loss or damage:
 - caused by **you** or **your** guests or tenants;
 - while **your home** is **unfurnished, unoccupied**, lent, let or sublet or is not **self-contained**, unless there has been forced and violent entry into or exit out of **your home**.
- Loss or damage:
 - caused by **you** or **your** guests or tenants; or
 - while **your home** is **unfurnished** or **unoccupied**.
- Loss or damage caused by:
 - frost;
 - subsidence, heave or landslip; or
 - rising ground water levels
- Loss or damage to:
 - swimming pools, hot tubs, jacuzzis, spas, hedges, fences and gates; or
 - radio or television aerials, fixed satellite dishes, their fittings or masts.

continued on page 6

Section one: Buildings (continued)

What is covered

13 Water or oil leaking or spilling from any fixed domestic water or heating installation, swimming pool, hot tub, jacuzzi, spa, aquarium, washing machine or dishwasher.

14 Subsidence or heave of the site on which **your buildings** stand, or landslip.

15 Storm.

What is not covered

- Loss or damage caused by:
 - subsidence, heave or landslip;
 - faulty workmanship; or
 - chemicals or a chemical reaction;
- Loss or damage:
 - to fixed domestic oil tanks, swimming pools, hot tubs, jacuzzis and spas;
 - to the installation itself; or
 - if the installation is outdoors or in an outbuilding, unless the installation is connected to a domestic heating boiler protected by a 'frost-stat device'.
- Loss or damage while **your home** is **unfurnished or unoccupied**.

- Loss or damage caused by:
 - coastal or river erosion;
 - new structures bedding down, settling, expanding or shrinking;
 - newly made up (surfaced) ground settling;
 - faulty design, workmanship or materials;
 - construction work or repairing, demolishing or altering **your buildings**;
 - normal settlement, shrinkage or expansion; or
 - the action of chemicals on or the reaction of chemicals with any materials which form part of **your buildings**.
- Loss or damage to:
 - swimming pools, hot tubs, jacuzzis, spas, hard tennis courts, terraces, patios, drives, paths, walls, fences and gates, unless the private living accommodation is damaged at the same time and by the same cause.
 - solid floor slabs or damage resulting from them moving, unless the foundations beneath the supporting walls of the private living accommodation are damaged at the same time and by the same cause; or
 - **your buildings** if the loss or damage is covered by law.
- The first £1,000 of every claim.

- Loss or damage caused by:
 - frost;
 - subsidence, heave or landslip; or
 - rising ground-water levels.
- Loss or damage to:
 - swimming pools, hot tubs, jacuzzis, spas, hedges, fences and gates; or
 - radio or television aerials, fixed satellite dishes, their fittings or masts.

Extra benefits included with buildings

We will also cover the following.

What is covered

1 Accidental breakage

- Accidental breakage of fixed glass forming part of **your buildings** (including the cost of necessary boarding up before replacing broken glass).
- Accidental breakage of fixed sanitary fittings.
- Accidental breakage of ceramic glass in cooker hobs of built-in units.
- Accidental breakage of fixed solar panels forming part of **your buildings**.

2 Loss of rent or costs for alternative accommodation

While **your home** cannot be lived in as a result of loss or damage covered by an insured event under section one: Buildings, **we** will pay the following expenses or losses **we** have agreed to. Either:

- rent **you** would have received from an existing tenant if **your home** could have been lived in; or
- the cost of similar alternative accommodation for **you, your family** and **your** pets.

3 Selling your home

If you sell **your home**, from the date **you** exchange contracts **we** will give the buyer the benefit of section one: Buildings until the sale is completed, as long as this is within the **period of insurance**.

4 Building fees and the cost of removing debris

After a claim, which is covered by an insured event under section one: Buildings, **we** will pay the following expenses or losses **we** have agreed to.

- The cost of architects', surveyors', civil engineers', solicitors' and other fees to repair or rebuild **your buildings**.
- The cost of removing debris and demolishing or supporting parts of **your buildings** which have been damaged, in order to make the site safe.
- The extra costs of rebuilding or repairing the damaged parts of **your buildings** to meet any regulations or laws set by Acts of Parliament or local authorities.

What is not covered

- The first £50 of every claim.
- Damage while **your home** is **unfurnished** or **unoccupied**.
- Damage caused by chewing, tearing, scratching or fouling by pets.

- Any amount over 15% of the sum insured for **buildings** for any one claim.

- Any claim for loss or damage to **your buildings** if the buyer is insured under any other insurance.

- Any costs:
 - for preparing a claim;
 - which relate to undamaged parts of **your buildings**, except the foundations of the damaged parts of **your buildings**;
 - involved in meeting regulations and laws if notice was served on **you** before the loss or damage happened; or
 - for making the site stable.
- Any amount over 12.5% of the sum insured for **buildings** for any one claim.

continued on page 8

Extra benefits included with buildings (continued)

What is covered

5 Accidental damage to underground cables, pipes and tanks.

- **Accidental damage** to underground cables, pipes and tanks serving **your home** for which **you** are legally responsible.

6 Metered water

Accidental leakage of metered water caused by an insured event.

Up to £750 in any **period of insurance** for charges **you** have to pay to **your** water provider. **You** may only claim this benefit under one section of this document.

What is not covered

- The first £50 of every claim.
- Damage while **your home** is **unfurnished** or **unoccupied**.
- The cost of clearing blocked sewer pipes, drains, soakaways, underground pipes or tanks.
- Damage caused by subsidence or heave of the land, or landslip.

- The first £50 of every claim.

Accidental damage to buildings

The schedule will show if this cover applies.

What is covered

Accidental damage to your buildings.

We will pay for **accidental damage** to **your buildings**.

What is not covered

- The first £75 of every claim.
- Any damage caused by:
 - chewing, tearing, scratching or fouling by pets;
 - frost, the atmosphere, or fading caused by light;
 - **your buildings** moving, settling, shrinking, collapsing or cracking;
 - any process of cleaning, repairing, dyeing, renovating or maintaining **your buildings**; or
 - faulty workmanship, design or materials.
- Damage to:
 - domestic fuel tanks, hard tennis courts, swimming pools, hot tubs, jacuzzis, spas, terraces, patios, drives, paths, walls, fences, gates, roads, land, pavements, piers, jetties, bridges and culverts.
- Damage while:
 - **your home** is **unfurnished, unoccupied**, lent, let or sublet, or is not **self-contained**.
- Damage shown under the 'What is covered' part of:
 - 'Insured events 1 to 15'; and
 - 'Extra benefits included with buildings' in section one: Buildings.
- Damage shown under the 'What is not covered' part of:
 - 'Insured events 1 to 15'; and
 - 'Extra benefits included with buildings' in section one: Buildings.

Settling claims

We will decide whether to pay the cost of repairing or replacing the part of **your buildings** damaged or destroyed if:

- the sum insured is enough to pay to rebuild **your buildings**;
- the repair or rebuilding is carried out immediately after **we** give **our** approval (other than emergency repairs, which should be carried out immediately); and
- **your buildings** are in a good state of repair.

If the loss or damage to **your buildings** is not repaired or replaced as **we** have explained above, **we** will then decide to pay either:

- the cost of repairing or replacing the damage, less a deduction for wear and tear; or
- the difference between the market value of **your home** immediately before the damage and its value after the damage.

We will not pay the cost of replacing any undamaged or unbroken item or parts of items forming part of a pair, set, suite or collection of the same type, colour or design if the damage happens to one particular area or to a specific part and replacements cannot be matched.

If **we** have discounted the premium for this section because **you** have not made any claims, **we** may reduce or remove the discount if **you** make a claim.

The no claim discount is shown on the schedule.

Sum insured

The most **we** will pay under section one: Buildings is the sum insured for **buildings** shown on the schedule and adjusted in line with index-linking. This includes the extra expenses and fees listed under Extra benefit 4 'Building fees and the cost of removing debris' in section one: Buildings.

Under-insurance

If at the time of any loss or damage the cost of rebuilding the whole of **your buildings**, in a new condition similar in size, shape and form, is more than the sum insured for **buildings**, **we** will pay only for the loss or damage in the same proportion. For example, if the sum insured only covers two-thirds of the cost of rebuilding **your buildings**, **we** will only pay two-thirds of the claim.

Maintaining the sum insured

After **we** have settled a claim, **we** will maintain the sum insured for **buildings**, as long as **you** take any reasonable measures **we** suggest to prevent any further loss or damage. (**We** will not charge any extra premium for maintaining the sum insured for **buildings**.)

Index linking

The sum insured for **buildings** will be index-linked and will be adjusted in line with the changes in the House Rebuilding Cost Index produced by the Royal Institution of Chartered Surveyors or in line with any other index that **we** decide.

If **you** make a claim, index-linking will continue during the period when the repair or rebuilding is being carried out, as long as **you** take reasonable action for the repair or rebuilding to be carried out immediately.

We will not make a charge for index-linking during the **period of insurance**. However, each time **your** insurance is renewed, **we** will work out a new premium for the adjusted sum insured.

Buildings liability

For the purpose of this section, bodily injury will include death and disease.

What is covered

Liability as the owner of your present home

We will insure **your** liability as owner to pay for accidents happening in and around **your home** during the **period of insurance**. **We** will provide this cover if the accident results in:

- bodily injury to any person other than **you** or a domestic employee; or
- loss or damage to property which **you** (or **your** domestic employees) do not own or have legal responsibility for.

We will not pay more than £2,000,000 for any one event plus any costs and expenses **we** have agreed to in writing.

If **you** die, **your** personal representatives will have the benefit of the cover under this section.

What is not covered

You are not covered for liability arising:

- as the occupier of **your home**;
- from any agreement or contract unless **you** would have been legally liable anyway;
- from criminal acts;
- as a result of an assault, alleged assault or a deliberate or malicious act;
- from owning or occupying any land or buildings other than **your home**;
- where **you** are entitled to cover from another source;
- from any profession, trade or business;
- from paragliding or parascending;
- from any infectious disease or condition; or;
- from **you** owning or using any:
 - power-operated lift;
 - electrically-, mechanically- or power assisted vehicles (including children's motorcycles and motor cars), or horse-drawn vehicles (other than domestic garden equipment not licensed for road use);
 - aircraft, hang-gliders, hovercraft, land- or sand-yachts, parakarts, jet-skis or watercraft (other than rowing boats or canoes);
 - caravans or trailers;
 - animals other than **your** pets; or
 - animals of a dangerous species and livestock as defined in the Animals Act 1971 (other than horses used for private hacking); or
 - dogs listed under the Dangerous Dogs Act 1991, or the Dangerous Dogs (Northern Ireland) Order 1991, or any amending legislation.

continued on page 12

Buildings liability (continued)

What is covered

Liability as the owner of your present home (continued)

Liability as the owner of your previous homes

We will insure **your** liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975 as owner of any previous **home** which **you** occupied, for accidents happening in and around that **home** which result in:

- bodily injury to any person other than **you** or a domestic employee; or
- loss or damage to property which **you** (or **your** domestic employees) do not own or have legal responsibility for.

We will not pay more than £2,000,000 for any one event plus any costs and expenses **we** have agreed to in writing.

If **you** die, **your** personal representatives will have the benefit of the cover under this section.

What is not covered (continued)

You are not covered for liability arising from the following:

- Liquidated damages
Damages where the amount to be paid for failing to keep to the terms of a contract has been agreed by the people involved in the contract at the time the contract was made.
- Punitive or exemplary damages
Damages that punish the person they are awarded against, as well as compensate the person they are awarded to.
- Aggravated damages
Damages that are awarded when a person's behaviour or the circumstances of a case increase the injury to the other person because they are humiliated, distressed or embarrassed.
- Multiplying compensatory damages
In some areas of the world, the amount of money awarded as compensation is multiplied as a punishment.

You are not covered for liability arising:

- from an incident which happens over seven years after this insurance ends or **your home** was sold;
- from any cause for which **you** are entitled to cover under another source;
- from the cost of correcting any fault or alleged fault; or
- where a more recent insurance covers the liability.

Section two: Contents

The schedule will show if this cover applies.

What is covered

Insured events

Loss or damage to **your contents** during the **period of insurance** caused by the following.

- | | |
|----|--|
| 1 | Fire and smoke. |
| 2 | Earthquake. |
| 3 | Explosion. |
| 4 | Lightning. |
| 5 | Aircraft and other flying objects or anything dropped from them. |
| 6 | Riot, civil commotion, strikes and labour or political disturbances. |
| 7 | Being hit by any vehicle, train or animal. |
| 8 | Breakage or collapse of radio or television aerials, fixed satellite dishes, their fittings and masts. |
| 9 | Falling trees or branches, telegraph poles or lamp posts. |
| 10 | Theft or attempted theft. |

What is not covered

The first £50 of every claim insured under events 1 to 15

- Loss or damage caused by pets.
- Loss or damage caused by cutting down or trimming trees or branches.
- Loss or damage:
 - caused by **you** or **your** guests or tenants;
 - while **your home** is **unfurnished, unoccupied**, lent, let or sublet or is not **self-contained**, unless there has been forced and violent entry into or exit out of **your home**;
 - of **money** and **credit cards** unless there has been forced and violent entry into or exit out of **your home**; or
 - to **valuables**, pictures, works of art, curios, **business equipment** and **money** in any garage or outbuilding.
- Any amount over £2,500 for loss or damage from any garage or outbuilding. (£5,000 for free-standing hot tubs, jacuzzis or spas).

- | | |
|----|------------------------------|
| 11 | Malicious acts or vandalism. |
|----|------------------------------|

- Loss or damage:
 - caused by **you** or **your** guests or tenants; or
 - while **your home** is **unfurnished** or **unoccupied**.

continued on page 14

Section two: Contents (continued)

What is covered

12 Flood.

13 Water or oil leaking or spilling from any fixed domestic water or heating installation, swimming pool, hot tub, jacuzzi, spa, aquarium, washing machine or dishwasher.

14 Subsidence or heave of the site on which the **buildings** stand, or landslip.

15 Storm.

What is not covered

- Loss or damage caused by:
 - frost; or
 - rising ground-water levels.
- Loss or damage to property outside **your home**.

- Loss or damage:
 - while **your home** is **unfurnished** or **unoccupied**;
 - caused by faulty workmanship;
 - to free standing hot tubs, jacuzzis or spas;
 - to the installation itself; or
 - if the installation is outdoors or in an outbuilding, unless the installation is connected to a domestic heating boiler protected by a 'frost-stat device'.
- The cost of the water or oil.

- Loss or damage caused by:
 - coastal or river erosion;
 - new structures bedding down, settling, expanding or shrinking;
 - newly made-up (surfaced) ground settling;
 - faulty design, workmanship or materials;
 - construction work, or repairing, demolishing or altering the **buildings**; or
 - solid floors moving, unless the foundations beneath the supporting walls of the private living accommodation are damaged at the same time and by the same cause.

- Loss or damage:
 - caused by frost; or
 - to property outside **your home**.

Extra benefits included with contents

We will also cover the following.

What is covered

1 Accidental breakage

Accidental breakage of:

- glass tops and fixed glass in furniture;
- ceramic glass in cooker hobs; and
- mirrors.

2 Loss of rent, alternative accommodation or rent you pay

While **your home** cannot be lived in as a result of loss or damage covered by an event insured under section two: Contents, **we** will pay the following expenses or losses **we** have agreed to. Either;

- the amount of rent which **you** still have to pay, or would have received from an existing tenant; or
- the cost of similar alternative accommodation for **you, your family** and **your** pets, including the cost of temporary storage for **your** furniture.

3 Television sets, video and audio equipment and computers

Accidental damage to television sets, audio, video and computer equipment in **your home** or radio or television aerials, fixed satellite dishes, their fittings and masts attached to the **buildings**.

4 Metered water

Accidental leakage of metered water caused by an insured event.

Up to £750 in any **period of insurance** for charges **you** have to pay to **your** water provider. **You** may only claim this benefit under one section of this document.

What is not covered

- The first £50 of every claim.
- Damage while **your home** is **unfurnished** or **unoccupied**.
- Damage caused by chewing, tearing, scratching or fouling by pets.
- The cost of repairing, removing or replacing frames.

- Any amount over 15% of the sum insured for **contents** for any one claim.

- The first £50 of every claim.
- Loss or damage caused by:
 - chewing, tearing, scratching or fouling by pets;
 - frost, the atmosphere, or fading caused by light;
 - any process of cleaning, repairing, renovating or maintaining the item;
 - heating, drying, dyeing, washing, restoring, dismantling or breakdown;
 - faulty workmanship, design or materials; or
 - information being erased or damaged on computer equipment.
- Loss or damage to:
 - styluses, recording heads, records, audio tapes, video tapes or cassettes, disks and computer software;
 - mobile or portable phones or pagers;
 - computers or computer equipment designed to be portable, while it is being carried, moved or transported; or
 - video cameras and camcorders.

- The first £50 of every claim.

continued on page 16

What is covered

5 Household removal

Accidental loss or damage to **your contents** in a removal vehicle while being removed by professional removal contractors, from **your home** to a new permanent address within the **United Kingdom**.

The most **we** will pay will be the sum insured for **contents** shown on the schedule.

6 Contents temporarily removed from your home

Loss or damage to **your contents** which are temporarily removed from **your home** for up to 60 days in any one **period of insurance**, but only if the items are within the **United Kingdom** and the loss or damage is caused by:

- insured events 1 to 9, or 11 or 13; or
- theft or attempted theft (involving a forced and violent entry) from any:
 - bank or safe deposit or while being transported by **you** to and from any bank or safe deposit;
 - building, caravan, mobile home or boat used by **you** as temporary or holiday accommodation;
 - caravan or boat hired as holiday accommodation; or
 - building where **you** are living or working (other than while **you** are a student in full-time education).

The most **we** will pay is 20% of the sum insured for **contents**. But the most **we** will pay for loss or damage by theft or attempted theft to **your contents** in any garage or outbuilding is £2,500.

7 Contents outside but within the boundaries of your home

Loss or damage caused by insured events 1 to 11, or 13 to **your contents** and garden furniture, toys or ornaments outside but within the boundaries of **your home**.

The most **we** will pay for any one event is £500 (£5,000 for free-standing hot tubs, jacuzzis and spas).

What is not covered

- The first £50 of every claim.
- Loss or damage to:
 - pictures, china, glass, pottery, porcelain or other brittle substances, and audio, visual and computer equipment, unless they are packed and loaded by professional removal contractors;
 - **money, credit cards or valuables**; and
 - property in store, except while it is in a locked removal vehicle overnight.

- The first £50 of every claim.
- Loss or damage:
 - while **your contents** are in a furniture store, salesroom, or exhibition;
 - caused by storm or flood while **your contents** are outside **your home**;
 - while **your contents** are worn, used or carried by **you**; or
 - by theft or attempted theft unless there has been forced and violent entry or exit out of **your home**.

- The first £50 of every claim.
- Loss or damage to:
 - trees, plants, shrubs or garden produce;
 - **money, credit cards, valuables**, pictures, works of art and curios; or
 - property in or on any motor vehicle, trailer, boat, caravan or mobile home.

Extra benefits included with contents (continued)

What is covered

8 Wedding gifts

During 14 days before and 14 days after **your** wedding day, **we** will increase the sum insured for **contents** by 10% to cover **your** wedding gifts.

9 Christmas and birthday or wedding anniversaries

During December, and also for seven days before and seven days after **your** birthday or wedding anniversary, **we** will increase the sum insured for **contents** by 10% to cover Christmas, birthday or wedding-anniversary gifts.

10 Locks and keys

If **your** keys are lost or stolen, **we** will pay up to £250 for the cost of replacing keys and locks to:

- intruder alarms and safes installed in **your home**; and
- an outside door of **your home**.

11 Fridge and freezer contents

We will pay up to £100 for the cost of replacing food in **your** domestic fridge or deep freezer, if it is spoiled by:

- the electricity or gas supply accidentally failing; or
- the breakdown or loss of the refrigeration unit or failure of the thermostatic or automatic controlling device.

12 Compensation for death

If **you** die from an injury within six months of the injury happening, **we** will pay £5,000 for each person killed, as long as the injury happens in **your home** as a result of:

- fire and smoke;
- earthquake, explosion or lightning;
- aircraft and other flying objects or anything dropped or falling from them;
- strikes and labour or political disturbances;
- being hit by any vehicle, train or animal;
- theft or attempted theft;
- storm or flood; or
- riot or civil commotion.

What is not covered

- The first £50 of every claim.

- The first £50 of every claim.
- Loss or damage:
 - caused by **your** deliberate act or neglect;
 - caused by the deliberate act of the supply authority or its employees (including strike action); or
 - if **your** gas or electricity supply is cut off because **you** have not paid a bill.

- Any person under 16 years of age.

Accidental damage to contents

The schedule will show if this cover applies.

What is covered

Accidental damage to your contents.

We will pay for **accidental damage** to **your contents** while they are in **your home**.

What is not covered

- The first £75 of every claim.
- Any damage caused by:
 - chewing, tearing, scratching or fouling by pets;
 - frost, the atmosphere, or fading caused by light;
 - any process of cleaning, repairing, dyeing, renovating or maintaining the item;
 - faulty workmanship, design or materials;
 - using **your contents** in a way which is different to the manufacturer's instructions; or
 - information being erased or damaged on computer equipment.
- Damage to:
 - contact lenses, **money, credit cards**, stamps, coins or other collections;
 - any powered machine while it is being used as a tool and if damage arises directly out of its use;
 - clothing (including furs), food and drink; and
 - free-standing hot tubs, jacuzzis and spas.
- Damage while:
 - **your home** is **unfurnished, unoccupied**, lent, let or sublet, or is not **self-contained**.
- Any amount over £1,000 for china, glass, pottery, porcelain or other brittle substances.
- Damage shown under the 'What is not covered' part of:
 - 'Insured events 1to15'; and
 - 'Extra benefits included with contents' in section two: Contents.
- Damage shown under the 'What is covered' part of:
 - 'Insured events 1to15'; and
 - 'Extra benefits included with contents' in section two: Contents.

Settling claims

We will decide whether to pay the cost of repairing an item, or replacing it with a new item (in the same form and style) if it is lost or damaged beyond repair, except for:

- clothing;
- household linen; or
- pedal cycles;

where **we** will take off an amount for wear and tear.

We will not pay the cost of replacing any undamaged or unbroken item or parts of items forming part of a pair, set, suite or collection of the same type, colour or design if the damage happens to one particular area or to a specific part and replacements cannot be matched.

If **we** have discounted the premium for this section because **you** have not made any claims, **we** may reduce or remove the discount if **you** make a claim.

The no claim discount is shown on the schedule.

Sum insured

The most **we** will pay under section two: Contents is the sum insured for **contents** shown on the schedule, plus any index-linking.

Under-insurance

If at the time of loss or damage the full cost of replacing **your contents** as new is more than the sum insured for **contents**, **you** will have to pay a share of the claim. For example, if the sum insured for **contents** only covers two-thirds of the replacement value of **your contents**, **we** will only pay two-thirds of the claim.

Maintaining the sum insured

After **we** have settled a claim, **we** will maintain the sum insured for **contents**, as long as **you** take any reasonable measures **we** suggest to prevent further loss or damage. (**We** will not charge any extra premium for maintaining the sum insured for **contents**.)

Index linking

The sum insured for **contents** will be index-linked. This means that the sum insured for **contents** will be adjusted in line with changes in the National Statistics Retail Price Index or in line with any other index that **we** decide.

If **you** make a claim, the index-linking will continue during the period when the repair or replacement is being carried out, as long as **you** take reasonable action for the repair or replacement to be carried out immediately.

We will not make a charge for index-linking during the **period of insurance**. However, each time **your** insurance is renewed, **we** will work out a new premium for the adjusted sum insured.

Proof of value and ownership

To help **you** make a claim, **we** recommend that **you** keep receipts, instruction booklets, guarantee cards, valuations and photographs.

Contents liability

For the purpose of this section, bodily injury will include death and disease.

What is covered

Personal liability

Your legal liability to pay compensation for:

- bodily injury to any person other than **you** or a domestic employee; or
- loss or damage to property which **you** or **your** domestic employees do not own or have legal responsibility for.

We will provide this cover for accidents which happen during the **period of insurance** and within the **United Kingdom** (or during a temporary visit of not more than 30 days elsewhere in the world).

We will not pay more than £2,000,000 for any one event plus any costs and expenses **we** have agreed to in writing.

If **you** die, **your** personal representatives will have the benefit of this section for **your** liability for an event covered by this section

Liability as the occupier of your home

Your legal liability to pay compensation as occupier of **your home** and the land belonging to **your home** for any events which result in:

- bodily injury to any person other than **you** or a domestic employee; or
- loss or damage to property which **you** or **your** domestic employees do not own or have legal responsibility for.

We will not pay more than £2,000,000 for any one event plus any costs and expenses **we** have agreed to in writing.

If **you** die, **your** personal representatives will have the benefit of this section for **your** liability for an event covered by this section.

What is not covered

You are not covered for any liability arising:

- as the owner of **your home**;
- from any agreement or contract unless **you** would have been legally liable anyway;
- from criminal acts;
- as a result of an assault, alleged assault or a deliberate, or malicious act;
- from owning or occupying any land or buildings other than **your home**;
- where **you** are entitled to cover from another source;
- from any profession, trade or business;
- from paragliding or parasailing;
- from any infectious disease or condition;
- for any mechanically-propelled vehicle where any road traffic law says **you** must have insurance or security; or
- from **you** owning or using any:
 - power-operated lift;
 - electrically-, mechanically- or power assisted vehicles (including children's motorcycles and motor cars), horse-drawn vehicles (other than domestic garden equipment not licensed for road use);
 - aircraft, hang-gliders, hovercraft, land- or sand-yachts, parakarts, jet-skis or watercraft (other than rowing boats or canoes);
 - caravans or trailers;
 - animals other than **your** pets;
 - animals of a dangerous species and livestock as defined in the Animals Act 1971 (other than horses used for private hacking);
 - dogs listed under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991, or any amending legislation; or
 - firearms, other than properly licensed shotguns.

continued on page 21

What is covered

Personal liability and liability as the occupier of your home (continued)

Liability as a tenant

We will pay up to 10% of the sum insured for **contents** for amounts that **you** legally have to pay under a tenancy agreement following:

- loss or damage caused by insured events 1 to 13 of section one: Buildings; or
- **accidental damage** and breakage as described in section one: Buildings under extra benefits 1 and 5.

We will only provide this cover if the loss or damage happens during the **period of insurance**.

If **you** die, **your** personal representatives will have the benefit of this section for **your** liability for an event covered by this section.

What is not covered

You are not covered for liability arising from the following.

- Liquidated damages
Damages where the amount to be paid for failing to keep to the terms of a contract has been agreed by the people involved in the contract at the time the contract was made.
- Punitive or exemplary damages
Damages that punish the person they are awarded against, as well as compensate the person they are awarded to.
- Aggravated damages
Damages that are awarded when a person's behaviour or circumstances of a case increase the injury to the other person because they are humiliated, distressed or embarrassed.
- Multiplying compensatory damages
In some areas of the world, the amount of money awarded as compensation is multiplied as a punishment.

- The first £50 of every claim.
- Loss or damage:
 - while **your home** is **unfurnished** or **unoccupied**;
or
 - shown under the 'What is not covered' part of section one: Buildings

Contents liability (continued)

What is covered

Accidents to domestic employees

Your legal liability to pay compensation for accidental bodily injury to a domestic employee under a contract of service at the insured address.

We will pay up to £5,000,000, for any one event plus any costs and expenses **we** have agreed to in writing.

If **you** die, **your** personal representatives will have the benefit of this section for **your** liability for an event covered by this section.

Unpaid damages

We will pay up to £100,000 (including legal costs) which **you** have been awarded by a court within the **United Kingdom** and which have not been paid to **you** within three months of the date of the award. **We** will only provide this cover if:

- there is not going to be an appeal;
- the incident giving rise to the claim happened within the **United Kingdom** and during the **period of insurance**;
- **you** would have been entitled to a payment under the personal liability part of section two: Contents if the award had been made against **you** rather than to **you**: and
- the person who owes the award does not live with **you**.

We may take proceedings, at **our** own expense and for **our** own benefit, to recover any payment **we** have made under this insurance.

What is not covered (continued)

- Bodily injury arising from any infectious disease or condition.

Section three: Personal items

The schedule will show if this cover applies.

What is covered

Accidental loss, damage or theft anywhere in the world.

1 Specified items

We will pay the cost of replacing or repairing any item specified on the schedule.

We will not pay more than the sum insured for that item as shown on the schedule.

2 Unspecified valuables, clothing and personal belongings

We will pay the cost of replacing or repairing **your valuables**, clothing and **personal belongings**.

The most **we** will pay for any one item is £1,000 (unless shown differently on the schedule).

3 Pedal cycles

We will pay the cost of replacing or repairing **your** pedal cycles or accessories.

The most **we** will pay for any one pedal cycle is £750 (unless shown differently on the schedule).

What is not covered

The following applies to 1, 2, 3 and 4.

- The first £50 of every claim.
- Loss or damage involving the following.
 - Chewing, tearing, scratching or fouling by pets.
 - Frost, the atmosphere, or fading caused by light.
 - Deterioration, cleaning, heating, drying, dyeing, restoration, renovation or while being worked upon.
 - Faulty workmanship, design or materials.
 - Items being confiscated or detained by customs or other officials.
 - Scratching, denting or chipping.
 - Guns rusting or bursting their barrels.
 - Any amount over £750 if items are stolen from an unattended motor vehicle. **We** will not pay any amount if the property was not hidden in a glove compartment, locked luggage compartment or locked boot and any window or sunroof was not securely closed and all doors locked.
 - Theft of jewellery unless it was being carried by hand under **your** supervision.
 - Any amount over £2,000 if jewellery is stolen from an unattended hotel or motel room.
 - Using an item in a way which is different to the manufacturer's instructions.
 - Any property used or held for business profession or trade purposes.
 - Any property which **you** normally keep outside **your home**.
- Loss or damage to:
 - recording heads, computer software, audio tapes, disks or cassettes;
 - **money** and **credit cards**;
 - any powered machine while used as a tool if the loss or damage arises directly out of its use;
 - phones or pagers left in unattended vehicles;
 - contact lenses or hearing aids while **you** are swimming or involved in any other water sports; or
 - sports equipment while in use.

continued on page 24

Section three: Personal items (continued)

What is covered

What is not covered (continued)

- Loss or damage:
 - caused by theft of pedal cycles left unattended while away from **your home**, unless they are locked to a permanent structure by a shop-bought cycle lock or kept in a locked building;
 - to pedal-cycle accessories or spare parts unless the cycle is stolen at the same time;
 - to the pedal-cycle while it is being used for racing, pace-making, is let out on hire or is used other than for private purposes; or
 - while **your home** is **unfurnished, unoccupied**, lent, let or sublet, or is not **self-contained**.

Settling claims

We will decide whether to pay the cost of repair or to replace the property if it is lost or damaged beyond repair (in the same form and style) as new, except for:

- clothing; and
- pedal cycles;

where **we** will take off an amount for wear and tear.

We will not pay the cost of replacing any undamaged or unbroken item or parts of items forming part of a pair, set, suite or collection of the same type, colour or design if the damage happens to one particular area or to a specific part and replacements cannot be matched.

The most **we** will pay under section three: Personal Items is the sum insured for personal items shown on the schedule.

If **we** have discounted the premium for this section because **you** have not made any claims, **we** may reduce or remove the discount if **you** make a claim.

The no claim discount is shown on the schedule.

Maintaining the sum insured

After **we** have settled a claim, **we** will maintain the sum insured for personal items, as long as **you** take any reasonable measures **we** suggest to prevent any further loss or damage. (**We** will not charge any extra premium for maintaining the sum insured for personal items.) This only applies to sports and camping equipment and unspecified **valuables**, clothing and **personal belongings**.

Proof of value and ownership

To help **you** make a claim, **we** recommend that **you** keep receipts, instruction booklets, guarantee cards, valuations and photographs.

In settling claims for loss or damage to any specified item, valued £2,500 or more, **you** must send **us** the original purchase receipt, or a written valuation, which is less than five years old, from a professional valuer.

If **you** are not able to provide this evidence of value, this may affect how **we** deal with **your** claim.

Section four: Money and credit cards

The schedule will show if this cover applies.

What is covered

Money

We will pay for loss or damage to **your money** anywhere in the world.

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

Credit cards

We will pay up to the amount shown on the schedule which **you** become legally liable to pay under the terms of **your** personal **credit card** agreement if it is used by anyone without **your** permission anywhere in the world.

Season tickets

If **you** have a season ticket to travel to and from **your** place of work, **we** will pay up to the amount shown on the schedule for any period of the ticket which **you** cannot use after it is lost.

What is not covered

- Any losses which are not reported to the police within 24 hours of discovering the loss.
- Loss of value or shortages due to mistakes.
- Loss or damage to **money** held for business, profession or trade purposes.
- The first £50 of every claim.

- Any losses which are not reported to the police and card company within 24 hours of discovering the loss.
- Any loss due to **you** breaking the conditions of using the **credit card**.
- Any loss arising from unauthorised use by **you** or anyone living with **you**.
- The first £50 of every claim.

- Any loss not reported to the issuer of the season ticket within 24 hours of discovering the loss.
- The first £50 of every claim.

Section five: Legal expenses

The schedule will show if this cover applies.

This insurance is managed by Arc Legal Assistance (Arc) and provided by Inter Partner Assistance. If **you** make a valid claim under this insurance, Arc will appoint their panel solicitors, or their agents, to handle **your** case. **You** are not covered for any other legal adviser's fees unless court proceedings are issued.

Definitions

The additional word in bold in this section has the meaning shown below.

Incident

The event or series of events which may lead to a claim which happened on a specific date.

What is covered

Arc will pay the legal costs and expenses for legal proceedings started on your behalf and in connection with the following.

1 Consumer protection

Disputes over selling, buying or hiring any goods or services, including selling or buying **your home**, where Arc consider that the amount in dispute is more than the likely cost of making a claim.

2 Residential

Civil claims relating to physical damage to **your home**.

3 Personal injury

Claims arising from **your** personal injury or death.

4 Employment

Claims involving an employment tribunal (or its equivalent) in the **United Kingdom** arising from your contract of employment.

Arc will only provide cover if the **incident** arose during the **period of insurance** and the **incident** comes under the jurisdiction of a court in the **United Kingdom**.

If **you** are awarded costs, **you** must use these to repay the amount Arc have paid out on **your** behalf in connection with the proceedings. However, Arc will pay all legal costs and expenses up to the limit of this section, when no costs or compensation are awarded. If the legal costs and expenses are greater than the amount **you** are awarded for the legal costs and expenses, Arc will pay the excess amount (up to the limit under this section).

Conditions

The following conditions apply to this section.

- 1 When there is a claim or possible claim, **you** must tell Arc in writing as soon as possible.
- 2 **You** must give Arc, at **your** own expense, any information and evidence they need. **You** must not do anything to affect **your** case.
- 3 **You** must tell Arc about any other legal expense insurance which **you** have to cover the same loss.
- 4 Arc will have complete control over the legal proceedings. Arc will not have to keep to any promise **you** give without their approval.
- 5 If **you** do not accept any solicitor appointed by Arc, they will ask the Law Society to name another solicitor who **you** and Arc both agree to. During this time, Arc may appoint a solicitor to act on **your** behalf, to protect **your** interests.
- 6 Arc can take proceedings in **your** name (at their own expense and for their own benefit) to recover from the other person, any payment they have made under this insurance.
- 7 If there is any disagreement over the amount due to **you**, the matter will be passed to an arbitrator who **you** and Arc both agree to. When this happens, the arbitrator must make a decision before **you** can start proceedings against them.

continued on page 27

Section five: Legal expenses (continued)

Conditions (continued)

- 8 If a claim is made which **you** or anyone acting on **your** behalf knows is false, fraudulent or exaggerated, Arc will not pay the claim and cover under this insurance will end without us returning **your** premium.

Making a claim

This insurance only covers the legal fees of Arc's panel solicitors or their agents until court proceedings are issued. If court proceedings are issued, **you** may put forward another solicitor to act for **you**.

As soon as **you** have a legal problem that **you** may need help with under this insurance, **you** should phone the legal helpline on 0870 350 1730, quoting reference 'ERS Arc Legal'.

You can use the legal helpline to get legal advice on any private legal problem **you** are concerned about.

When there is a claim or possible claim, **you** must contact the legal helpline and tell Arc about it. Arc will send **you** a claim form to fill in. **You** must tell Arc about all claims within 90 days of the incident and they will not cover legal costs and expenses **you** pay or agree to pay before they grant support.

If Arc decide that a reasonable settlement is unlikely, or **your** interests would be better served by taking other action, they will let **you** know.

Arc will not pay for any legal costs and expenses until they have accepted the claim in writing.

Settling Claims

Arc will pay up to £25,000 in total for any one event.

What is not covered

Arc will not pay legal costs and expenses for legal proceedings in the following circumstances.

- 1 Where Arc consider that **you** will not get a reasonable settlement or where any expected settlement is small in relation to the time and expense involved.
- 2 If Arc have not agreed to the costs and expenses.
- 3 If Arc are not told about the claim within 90 days of the **incident** causing it.
- 4 Any claim arising from selling, buying or hiring of goods or services where the **incident** happened before the date the **period of insurance** starts.
- 5 Claims arising from selling or buying a home unless the **incident** happened at least 120 days after the period of insurance started.
- 6 Claims over boundary disputes.
- 7 Claims involving a motor vehicle owned by **you** or for which **you** are legally responsible.
- 8 Claims which relate to fines and penalties awarded against **you** by a criminal court.
- 9 Claims involving disputes with us, our agents, Arc or the legal representatives instructed to act on **your** behalf.
- 10 Claims involving actions carried out to fulfill a judgement or a legally-binding decision.
- 11 Where the **incident** leading to **your** claim happened outside the **United Kingdom**.

continued on page 28

Section five: Legal expenses (continued)

Settling claims (continued)

What is not covered (continued)

Arc will not pay for the following.

- Claims caused by, contributed to or arising from:
 - a contract entered into or in connection with any business, trade or profession, apart from the cover provided in 'What is covered' item 4 Employment.
 - a criminal or deliberate act by **you**;
 - libel, slander or verbal injury;
 - personal injury based predominantly on industrial disease, psychological injury or faults in medicinal products;
 - an allegation of clinical negligence;
 - constructing buildings or altering their structure;
 - disputes with financial services providers;
 - disputes with any government or public or local authority, apart from the cover provided in 'What is covered' item 4 Employment.
 - planning law;
 - patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements;
 - divorce, matrimonial matters or proceedings including parental responsibility, contact or paying maintenance;
 - a lease or licence to use land or property; or
 - an application for a judicial review.
- Travelling expenses or compensation for being absent from work.
- Legal costs and expenses if a member withdraws from legal proceedings without Arc's agreement.
- Legal claims which are covered under a more specific insurance or if a claim has been refused by another insurance company.
- The first £250 of any claim under 'What is covered' item 4 Employment.

Customer service

Arc's aim is to get it right, first time, every time. If they make a mistake, they will try to put it right straightaway.

If **you** are unhappy with the service that has been provided, **you** should contact them at the address below. They will always confirm to **you**, within five working days, that they have received **your** complaint. Within four weeks, **you** will receive either a final response or an explanation of why the complaint has not been sorted as yet, plus an indication of when **you** will receive a final response. Within eight weeks **you** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when **you** will receive a final response. After eight weeks, if **you** are unhappy with the delay, **you** may refer your complaint to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **you** cannot settle your complaint with Arc.

Arc's contact details are:

Arc Legal Assistance Ltd
Lodge House
Lodge Lane
Langham
Colchester
CO4 5NE

Phone: 0870 350 4400

E-mail: enquiries@arclegal.co.uk

General exclusions

The following exclusions apply to the whole of your insurance.

This insurance does not cover:

- direct or indirect loss or damage to any property;
- any legal liability;
- costs and expenses; or
- death or injury to any person;

caused by, contributed to, or arising from, the following.

1 Radioactive contamination from:

- ionising radiation or contamination from any nuclear fuel, or from any nuclear waste arising from burning nuclear fuel; or
- the radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment.

2 War, invasion, civil war, revolution and any similar event.

3 Loss of value after **we** have made a claim payment.

4 Pressure waves from aircraft and other flying objects travelling at or above the speed of sound.

5 Pollution or contamination of air, water or soil, unless the pollution or contamination is directly caused by an event which is sudden, identifiable, unintended and unexpected. The whole event must happen at a specific time and place during the **period of insurance**.

We will not cover claims arising from pollution or contamination which happen as a result of deliberately releasing substances, or as a result of leaks, other than water or oil leaking or spilling from **your** fixed domestic water or heating systems.

6 Computer viruses or electronic data being erased or corrupted. The failure of any equipment to correctly recognise the date or a change of date. In this exclusion, computer virus means an instruction from an unauthorised source that corrupts data and which spreads over a computer system or network.

7 Wear and tear, corrosion, rot of any kind, woodworm, fungus, mildew, rust, insects, moth, any cause that happens gradually, or mechanical or electrical breakdown.

8 Indirect loss of any kind.

9 Biological or chemical contamination due to or arising from:

- terrorism; or
- steps taken to prevent, control or reduce the consequences of any suspected, threatened or attempted terrorism.

In this exclusion, terrorism means any act of any person or organisation involving:

- causing or threatening harm; or
- putting the public or any section of the public in fear;

if it is likely that the purpose is of a political, religious, ideological (of an intellectual or rational nature) or similar nature.

General conditions

The following conditions apply to the whole of your insurance.

1 Reasonable care

You must keep **your** property in a good condition and state of repair and take all reasonable care to prevent loss or damage, accident, bodily injury or legal proceedings. If legal proceedings are under way, **you** must tell **us** immediately and take all reasonable steps to reduce the costs of these proceedings.

2 Telling us about a change

You must tell **us** immediately about any change in the information given to **us** which is relevant to this insurance. If **you** do not, **your** insurance may not be valid or may not cover **you** fully. If **you** are not sure whether any information is relevant, **you** should tell **us** anyway.

You must tell **us** about the following if **you**.

- a plan to convert or extend **your buildings**;
- b buy new furniture or other household goods as the sum insured for **contents** may need to be increased. (please read how **we** settle claims under section two: Contents);
- c change **your** address;
- d plan to leave or make **your home unfurnished**;
- e stop living in **your home**;
- f regularly leave **your home** unattended by day or by night; or
- g change how **your home** is used (for example, start a business) or take in lodgers, tenants or paying guests.

You must tell us immediately if **your home** becomes occupied or **unoccupied**. **We** may adjust the premium if necessary.

We have the right to change any terms and conditions of this insurance when **you** tell **us** about a change.

3 Claims

When there is a claim or possible claim, **you** must tell **us** in writing as soon as possible.

For loss or damage claims, **you** must give **us** (at **your** own expense) any documents, information and evidence **we** need. **You** must also tell the police immediately if the loss is caused by riot, malicious acts, theft or any attempted theft, or is being made as a result of loss of property outside **your home**.

You must take all reasonable steps to recover any lost or stolen property and to prevent any further loss or damage.

For liability claims, **you** must send **us** any statement of claim, legal process or other communication (without answering them) as soon as **you** receive it. Do not discuss, negotiate, pay, settle, admit or deny any claim without **our** written permission.

4 Our rights after a claim

We may enter any building where loss or damage has happened, take possession of the insured damaged property and deal with any salvage in a reasonable way. However, **you** must not abandon any property.

Before or after **we** pay **your** claim under this insurance, **we** may take over, defend or settle any claim in **your** name.

We can also take proceedings, at **our** own expense and for **our** own benefit, to recover any payment **we** have made under this insurance.

General conditions (continued)

5 Fraudulent claims

If a claim is made which **you** or anyone acting on **your** behalf knows is false, fraudulent or exaggerated, **we** will not pay the claim and cover under this insurance will end without **us** returning **your** premium.

6 Disagreement over amount of claim

If **we** accept **your** claim, but disagree over the amount due to **you**, the matter will be passed to an arbitrator who both **you** and **we** agree to. When this happens, the arbitrator must make a decision before **you** can start proceedings against **us**.

7 Cancellation

Your right to change **your** mind

You may cancel the insurance, without giving reason, by sending **us** written notice and returning the insurance documents within 14 days of it starting or (if later) within 14 days of **you** receiving the insurance documents.

We will make a charge equal to the period of cover **you** have had, but this charge will be at least £25 plus the Insurance Premium Tax (IPT)

Cancellation after the withdrawal period

You may cancel this insurance after the withdrawal period by giving **us** notice in writing. **We** will refund the part of **your** premium which applies to the remaining **period of insurance**, (as long as **you** have not made a claim within the period of insurance).

We may cancel the insurance by sending **you** 14 days' notice to **your** last known address. **We** will refund the part of **your** premium, which applies to the remaining **period of insurance** (as long as **you** have not made a claim).

We may cancel the insurance immediately if **you** do not pay a premium or fail to pay a premium under any direct debit instalment scheme. **We** will not refund any premium **you** have paid by instalments. If **we** have accepted a claim for loss or damage under this insurance, **we** may take any premium instalments **you** owe from the claim payment.

8 Other insurance

If, at the time of any loss, damage or liability covered under this insurance, **you** have any other insurance which covers the same loss, damage or liability, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

9 More than one home

Each **home** covered by this insurance will be insured as though a separate document had been sent to each.

10 Payment by instalments

If **you** have agreed to pay **your** premium by instalments, the following will apply.

- If **you** do not pay an instalment when it is due, or if the instalment instruction has been cancelled for any reason, **you** must pay all the remaining instalments and any administration fee within 14 days of receiving the written notice. If **you** do not pay the amount **you** owe within these 14 days, **we** will cancel the remaining cover under this insurance by sending you 14 days notice, as shown in general condition 7. **We** will then send you confirmation of the cancellation.
- If any extra premium is needed during the **period of insurance**, it will be spread out over the remaining instalments due for that year. If **you** have already paid all **your** instalments, **you** must immediately pay any extra premium when it is due.
- If **we** owe **you** any premium, the amount **we** owe may be taken off the instalments due for the year.

Endorsements

Important: This appendix forms part of the insurance.

An endorsement only applies if the endorsement's number is shown in the relevant place on the schedule. Details of all endorsements are shown either in this appendix or on a separate sheet supplied with the schedule.

The general terms, conditions and exceptions apply to all endorsements.

Endorsement number H1 – Other interest

The name shown on the schedule has a financial interest in **your buildings**.

Endorsement number H2 – Minimum security clause

All doors and windows to the **home** must be secured by:

- five-lever mortise deadlocks, to British Standard 3621 on all outside doors; or
- built-in deadlocking cylinder locks and security bolts if the door is double glazed; or
- mortise security bolts or other key operated locks to British Standard 3621 fitted at the top and bottom of each portion of french windows or double sliding patio doors; and
- all opening sections of the basement, ground floor or easily accessible windows to the **home** are secured by key-operated window locks.

The locks and security bolts must be locked and secured overnight or when no authorised person is in the **home**.

We will not provide any cover in section two (Contents) or section three (Personal items) for loss or damage arising out of Insured event 10 (Theft or attempted theft) unless the protection listed is put into full and effective operation whenever the **home** is left unattended or when **you** have gone to bed. This does not apply to locks on the windows of bedrooms where people are sleeping.

All keys must be removed from the locks or bolts and hidden from view whenever the **home** is left unattended.

Endorsement number H7 – Excess clause (Buildings)

We will not pay the first amount shown on the schedule for any claim under section one: Buildings.

The amount shown is on top of any other amount which **you** may have to pay under this insurance.

Endorsement number H8 – Unoccupancy

The 30-day limit does not apply and the following terms do apply.

While **your home** is unoccupied:

- during the period from November to March all main supplies must be turned off and the water and central-heating systems must be drained, unless the central-heating system is kept running to maintain a temperature of 15°C throughout **your home**;
- **we** will not cover **valuables, money** or **credit cards**; and
- **you**, or an authorised person, must inspect the inside of **your home** at least once every seven days;

We will not pay the first £200 of every claim. This amount is on top of any other amount which **you** may have to pay under this insurance.

Endorsements (continued)

Endorsement number H12 – Alarm

- The intruder alarm, which **we** have details of, must be used:
 - overnight; and
 - whenever there are no authorised people in **your home**.
- The alarm must be maintained in full working order under a contract with the installer or as otherwise approved by **us**. Any fault brought to **your** notice must be corrected immediately.
- Theft cover will not be affected by any fault in the intruder alarm which is due to circumstances beyond **your** control.
- **You** must not alter the intruder alarm system without telling **us**.
- **You** must immediately tell the intruder alarm installer or the maintenance provider and **us** if the police withdraw response to alarm calls.

Endorsement number H13 – Protecting specified items

When the specified items shown against this endorsement number on the schedule are not being worn, they must be kept in the safe which **we** have details of. All keys and duplicate keys of the safe should be removed from **your** home, whenever there are no authorised people in **your** home.

Endorsement number H14 – Excess clause (Contents)

We will not pay the first amount shown on the schedule for any claim under section two: Contents. The amount shown is on top of any other amount which **you** may have to pay under this insurance.

Endorsement number H18 – Buildings used partly for business, profession or trade purposes

The **buildings** will include those areas which have been declared to us as being used in connection with **your** business, profession or trade.

Endorsement number H27 – Subsidence, heave or landslip clause

Insured event 14 in section one: Buildings and section two: Contents is deleted.

Endorsement number H33 – Contractor's clause

We will not pay for any loss, damage or liability arising out of the activities of any contractor.

Endorsement number H45 – Settings warranty

We will not provide any cover in section three: Personal items for loss or damage to stones or repairs to settings of any items of jewellery, which have a value of more than £2,500, unless the jewellery has been examined at least once every two years by a competent jeweller. **We** need written confirmation from the jeweller that all settings are in good order.

Endorsement number H71 – Holiday Home Endorsement (Silver)

While the **home** is occupied:

We will not pay the first £100 for any claim under section one: Buildings or section two: Contents. The amount shown is on top of any other amount which **you** may have to pay under this insurance.

While the **home** is **unoccupied**:

The 30-day limit does not apply and the following terms do apply.

While the **home** is **unoccupied** by **you** or an authorised person:

- during the period from 1st November to 31st March all main supplies must be turned off and the water and central-heating systems must be drained, unless the central-heating system is kept running to maintain a minimum temperature of 15°C throughout the **home**;
- an authorised person must inspect the inside of the **buildings** at least every thirty days;
- Extra benefit 1 Accidental breakage of section one: Buildings is deleted; and
- Section five: Legal Expenses cover is deleted.

We will not pay the first £250 of any claim. This amount is on top of any other amount which **you** may have to pay under this insurance.

Endorsements (continued)

Endorsement number H136 – Restriction of Contents Cover

The definition of **Contents** is replaced with the following:

- Household furniture, carpets and curtains.

Contents does not include the following.

- **money**
- stamp, coin or other collections
- **valuables**, pictures, works of art or curios
- guests clothing and **personal belongings**
- any property which is more specifically insured by other insurance
- **your** pets or other animals
- motor vehicles, caravans, trailers, watercraft, aircraft or any accessories for these items
- securities, deeds, bonds, bills of exchange, promissory notes, documents and manuscripts
- any property connected with your business, profession or trade

Contents cover (as defined above) is restricted to insured events 1 to 15 of section two.

Cover under section two: Contents Extra benefit 1 (Accidental breakage) is deleted.

Insured event 10 in section two: Contents is deleted and replaced with the following:

Insured event 10 Theft or attempted theft following a forced and violent entry into or exit from **your home**.

Excluding loss or damage:

- caused by **you** or **your** guest or tenants;
- while **your home** is **unfurnished** or **unoccupied**

Endorsement number H138 – Deletion of accidental damage and breakage

Cover under section one: Buildings, Extra benefit 1 (Accidental breakage) is deleted.

Endorsement number H139 – Deletion of accidental breakage

Cover under section two: Contents, Extra benefit 1 (Accidental breakage) is deleted.

Endorsement number H140 – Deletion of legal expenses

Section five: Legal expenses cover is deleted.

Endorsement number H142 – Jewellery clause

We will not provide cover for loss of jewellery caused by theft or disappearance unless it is:

- being worn by **you**;
- kept in a bank or locked safe; or
- being carried by hand under **your** supervision.

Endorsements (continued)

Endorsement number H146 – Tenanted property

You have told **us**, and **we** have agreed, that **you** have let **your home** to a family. That family lives in **your home**, and **you** have given **us** information about them. If there are any changes to that information, for example, a change in the employment of family members who live there or a change in the tenancy, **you** must tell **us** immediately.

If **you** fail to give **us** up-to-date information, and a claim arises, **we** may decide not to pay the claim.

You must meet all local and national authority regulations governing rented accommodation. If **you** do not meet these regulations and a claim arises, **we** may decide not to pay the claim.

The following restrictions will apply to **your** insurance and change the cover shown in **your** document.

- If **you** have cover under section one: Buildings, **we** will not cover **accidental damage** or breakage of double-glazing, fixed sanitary fittings, fixed solar panels or ceramic glass in cooker hobs of built-in units.
- If **you** have cover under section two: Contents, **we** will not cover **accidental damage** or breakage of double-glazing, glass tops and fixed glass in furniture, ceramic glass in cooker hobs, mirrors or television sets; and
- **we** will not cover **valuables, money** or coin, medal and stamp collections.

We will not pay the first £100 of any claim under section one: Buildings or section two: Contents. The amount is on top of any other amount which **you** may have to pay under this insurance.

Endorsement number H147 – Tenanted property non standard

You have told **us**, and we have agreed, that **you** have let **your home** to tenants and **you** have given **us** information about that tenancy. If there are any changes to that information, for example, a change of tenants, **you** must tell **us** immediately.

If **you** fail to give **us** up-to-date information, and a claim arises, **we** may decide not to pay the claim.

We will not provide the cover shown in **your** document for **accidental damage** or breakage of double-glazing, fixed sanitary fittings, fixed solar panels or ceramic glass in cooker hobs of built-in units.

The following conditions will apply on top of those shown in **your** document.

- **You** must meet all local and national authority regulations governing rented accommodation.
- The bedrooms of **your home** must not be used for cooking, other than making tea or coffee.
- Portable heaters, other than electric-powered fan or convector types, must not be used in any bedroom of **your home**.
- **You** or an authorised person must inspect the inside of **your home** at least once every month.
- All rubbish stored in **your buildings** must be removed each week.

If all of the conditions shown above are not met, and a claim arises, **we** may decide not to pay the claim.

We will not pay the first £250 of any claim. This amount is on top of any other amount which **you** may have to pay under this insurance.

Endorsement number H152 – Restriction of theft cover

Insured event 10 in section two: Contents is deleted and replaced with the following.

Insured event 10 Theft or attempted theft following a forced and violent entry or exit from **your home**. **We** will not cover loss or damage:

- caused by **you** or **your** guests or tenants;
- while **your home** is **unfurnished** or **unoccupied**; or
- to **valuables**, pictures, works of art, curios, **business equipment** and **money** in any garage or outbuilding.

Any amount over £2,500 for loss or damage from any garage or outbuilding is not covered.

Security

It is important that **you** take all reasonable measures to avoid loss or damage from **your home** by improving security. By making access to **your home** difficult, thieves will be put off.

For **you** to get **our** home protection and home-alarm protection premium reductions, **you** must fit the security devices and the intruder alarm to the quality shown below. (Intruder alarms and locking devices on doors and windows do not always reduce the premium, as these may be a condition of providing **you** with insurance.)

We may insist that **you** keep **valuables** in a safe.

Doors

On all doors into **your buildings**, **you** should fit a five-lever mortise deadlock to British Standard 3621.

If **you** have French windows or double sliding patio doors, **you** should, where possible, fit mortise security bolts or a key-operated lock to the top and bottom of each opening part of the door.

If **you** have aluminium-framed sliding or patio doors, **you** should, where possible, fit detachable key-operated runner locks.

Key-operated security bolts fitted to the top and bottom of all doors into the property will give **you** greater security.

Windows

All opening sections of basement, ground-floor or easily accessible windows without using ladders should be fitted with key operated locks.

If **you** need any help or advice on security for **your home**, contact a member of the Master Locksmith Association.

Intruder alarm

If **you** plan to get a quote for an intruder alarm, **you** should check that the installer is a registered member of the National Approval Council for Security Systems (NACOSS), Integrity 2000 or Alarm Inspectorate Security Council (AISC).

If **you** need any help or advice with intruder alarms, contact the National Approval Council for Security Systems (NACOSS).

Helpful hints

We recommend that **you** take simple precautions for **your** own safety to prevent accidents and reduce the likelihood of loss or damage. This could avoid distress and inconvenience as well as financial loss.

Fire prevention

Do

- Check **your** electrical equipment regularly, make certain that correct fuses are used and do not overload the circuits. Follow maker's instructions, particularly for electric blankets. Hire a competent electrician if **you** are in doubt.
- Always unplug non-essential appliances before **you** go to bed at night especially electric blankets.
- Be careful with cigarette ends, ashtrays and hot irons.
- Install a suitable fire extinguisher. **You** should put one in the kitchen.
- Make sure that all open fires are properly guarded – even if they appear to be out – especially at night.
- Have **your** chimney swept, and flues regularly checked, at least once a year (if **you** use open fires).

Don't

- Smoke in bed.
- Move or fill oil heaters when they are alight.
- Let children play with matches or fire.
- Leave a pan of fat unattended on the cooker.

Water damage

- Insulate exposed water pipes and tanks in the roof area.
- Turn off the water supply and drain out the system if **you** leave the property empty in the winter months. Or leave the central heating on throughout the **home** to maintain a minimum temperature of 15°C and consider leaving the loft access open so that warm air can move into the roof space. This will reduce the possibility of the pipes and tank freezing.
- If, despite **your** precautions, your pipes freeze, thaw them out slowly using hot-water bottles or hairdryers. Never use a blowlamp or warm-air paint stripper gun.

Security

- Make sure **you** have good-quality locks (approved to British Standard) fitted to all of **your** outside doors and all accessible windows.
- Use the door and window protections when **you** leave the **home** unattended – day or night – and remove the keys from the locks (including garage).
- Do not leave keys under the mat or inside the letter box or anywhere else they can be found easily.
- Leave a light, on a timer, in a room other than the hall when **you** are out in the evening or overnight.
- Do not leave large amounts of **money** at **home**.
- Do not leave valuable property in unattended vehicles.
- Photograph **your valuables** and keep copies of valuations and receipts. These are extremely helpful in the event of theft or loss, not only to **us** but also to the police.
- If **you** doubt the effectiveness of **your** existing door or window locks or bolts, please see the main security section.

When you go away on holiday

- Tell **your** local Neighbourhood Watch about **your** holiday.
- Stop newspaper and milk deliveries; do not advertise **your** absence.
- Place any **valuables**, which are not being carried or worn, in safe custody with a bank or other suitable deposit.
- Make certain that all doors and windows are closed and locked. If **you** have an alarm, make sure this is switched on.
- Leave **your** key with a trusted neighbour and ask them to look in and inspect **your home** occasionally.

