

LLUC 

LIFESTYLE & LETSINSURE UNDERWRITING CENTRE



*Lifestyle*

*Lifestyle*

homeinsurance



**Cooling off period**

**You** may cancel this insurance within 14 days of **you** buying this insurance or the day on which **you** receive the insurance documents whichever is later. **We** will provide a full refund of the premium paid. **We** can decide not to refund any premium if **you** have made a claim on this insurance.



This certificate of insurance, **schedule** and any **endorsement** applying to **your** certificate forms **your** Lifestyle home Insurance document. This document sets out the conditions of the contract of insurance 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 or endorsed on this certificate, against loss or damage **you** sustain or legal liability **you** incur for accidents happening during the **period of insurance** as shown in the **schedule**.

This is a legally-binding contract of insurance between **you** and **us**. This insurance does not give or intend to give, rights to anyone else. No one else has the right to enforce any part of this insurance.

When drawing up this insurance, **we** have relied on the information and statements which **you** gave in the proposal form (or statement of fact) on the date shown in the **schedule**.

The insurance relates only to those sections of the certificate which are shown in the **schedule** as being included.

The subscribing insurers' obligations under contracts of insurance to which they subscribe are several and not joint and are limited solely to the extent of their individual subscriptions. The subscribing insurers' are not responsible for the subscription of any co-subscribing insurer who for any reason does not satisfy all or parts of its obligations.

Please read the whole document carefully and keep it in a safe place. It is important that:

- **you** are clear which sections **you** have asked for and want to be included;
- **you** understand what each section covers and does not cover; and
- **you** understand **your** own duties under each section and under the insurance as a whole.

Please contact **your broker** or **insurance adviser** immediately if this document is not correct or if **you** would like to ask any questions.



**Details of our regulator**

The insurers providing this insurance and **we** at LLUC are authorised and regulated by the Financial Services Authority. **You** can visit the Financial Services Authority website, which includes a register of all regulated firms at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register), or **you** can phone them on **0845 606 1234**.

**Financial Services Compensation Scheme**

Amlin Syndicate 2001 is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if Amlin Syndicate 2001 cannot pay a claim to **you** under this contract. If **you** are entitled to compensation under the scheme, how much compensation **you** would receive would depend on the nature of this contract. **You** can get more information about the scheme from the **Financial Services Compensation Scheme (7th Floor, Lloyd's Chambers, Portoken Street, London, E1 8BN)** and on their website at [www.fscs.org.uk](http://www.fscs.org.uk).

**Complaints procedure**

**We** are dedicated to providing **you** with a high-quality service and **we** want to make sure that **we** maintain this at all times. If **you** feel **we** have not offered **you** a first-class service, please write and tell **us** and **we** will do **our** best to resolve the problem.

If **you** have any questions or concerns, **you** should contact **your broker** or **insurance adviser**. If **you** are unable to resolve the matter with **your broker** or **your insurance adviser** and want to take the matter further, **you** may do so at any time by referring the matter to the Complaints Department at Lloyd's.

The address is: **Policyholder and Market Assistance, Lloyd's Market Services, One Lime Street, London, EC3M 7HA**  
**Phone: 020 7327 5693; Fax: 020 7327 5225; E-mail: [Complaints@Lloyds.com](mailto:Complaints@Lloyds.com)**

**You** may be able to refer complaints that cannot be resolved by Lloyd's to the Financial Ombudsman Service (FOS). Further information will be provided at the appropriate time.

Wherever the following words appear in this insurance they will have the meanings shown below.

**Antiques and works of art**

individual items, collections and sets of particular value due to their age, style, artistic merit or collectibility including furniture, paintings, drawings, china, glass, porcelain which belong to **you** or for which **you** are legally responsible as long as it is not business property.

**Buildings**

The **home** its decorations and **tenants improvements'**

- Fixtures and fittings attached to the home (including radio and television aerials, satellite dishes, their fittings and masts)
- Underground service pipes and cables, sewers, drains and septic tanks
- Permanently installed lighting, swimming pools, tennis courts, driveways, footpaths, patios and terraces, walls, gates, fences, hedges, fixed fuel tanks, permanently installed hot tubs and wind turbines used for domestic purposes only

**you** own or for which **you** are legally responsible within the **premises** named in the **schedule**.

**Contents**

Household goods and personal possessions, which belong to **you** or for which **you** are legally responsible, within the **home**.

**Contents** includes:

- tenants' fixtures and fittings; and
- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**.

**Limits for certain Contents**

- **We** will pay up to £10,000 for garden furniture, permanently fixed statues and ornaments and other similar items, which are normally kept outdoors, and garden machinery, while in the open but within the **premises**. (This does not apply to radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**).
- **We** will pay up to £2,500 in total for **money**.
- **We** will pay up to £25,000 for **credit cards**, but **we** will only pay amounts **you** legally have to pay, as a result of unauthorised use, after the cards have been lost or stolen. However, **you** must keep to all the terms under which the **credit cards** were issued.
- **We** will pay up to £7,500 for deeds and registered bonds and other personal documents.
- **We** will pay up to £5,000 for Stamps or coins forming part of a collection.



	<ul style="list-style-type: none"> <li>• <b>We</b> will pay up to £5,000 for <b>gold and silver</b>.</li> <li>• <b>We</b> will pay up to £5,000 for <b>valuables</b>.</li> <li>• <b>We</b> will pay up to £2,500 for domestic fuel in fixed tanks.</li> <li>• <b>We</b> will pay up to £5,000 for pedal cycles.</li> <li>• <b>We</b> will pay up to £7,500 for computer software (including the cost of restoring computer files) during the <b>period of insurance</b>.</li> </ul>
	<p><b>Contents</b> does not include:</p> <ul style="list-style-type: none"> <li>• motor vehicles (other than quad bikes, golf buggies or trailers up to £7,500 in total while in a locked building, electric wheelchairs or items designed for a child to use), caravans or their accessories;</li> <li>• any animal, plant or tree;</li> <li>• watercraft (other than dinghies, rowing boats or sailboards up to a value of £7,500 in total while they are in a locked building);</li> <li>• any part of the <b>buildings</b>;</li> <li>• any property held or used for business purposes other than office equipment; or</li> <li>• any property insured under any other insurance.</li> </ul>
<b>Computer viruses</b>	An instruction from an unauthorised source that spreads itself over a computer system or network and corrupts information.
<b>Credit cards</b>	<b>Credit cards</b> , charge cards, debit cards, cheque guarantee cards and cash-dispenser cards.
<b>Endorsement</b>	A change in the conditions of this insurance.
<b>Garden</b>	<p>The ground next to <b>your home</b> and within the <b>premises</b> named in the <b>schedule</b> which is used only:</p> <ul style="list-style-type: none"> <li>• for growing flowers, plants, trees, shrubs, fruit and vegetables (but not as a business); and</li> <li>• as a place to relax and enjoy.</li> </ul> <p>The <b>garden</b> does not include:</p> <ul style="list-style-type: none"> <li>• woods; or</li> <li>• paddocks.</li> </ul>
<b>Gold and silver</b>	This includes <b>gold and silver</b> plated items.

<b>Home</b>	The <b>home</b> built of <b>standard construction</b> and the garages and outbuildings used for domestic purposes at the <b>premises</b> shown in the <b>schedule</b> .
<b>Money</b>	<p>All of the following held or used for private purposes.</p> <ul style="list-style-type: none"> <li>• Current legal tender, cheques, postal and money orders</li> <li>• Postage stamps not forming part of a stamp collection</li> <li>• Savings stamps and savings certificates, travellers' cheques</li> <li>• Premium bonds, luncheon vouchers and gift tokens</li> <li>• Travel tickets</li> <li>• Phone cards</li> </ul>
<b>Period of insurance</b>	The length of time for which this insurance is in force, as shown in the <b>schedule</b> and for which <b>you</b> have paid and <b>we</b> have accepted a premium.
<b>Premises</b>	The address which is named in the <b>schedule</b> .
<b>Sanitary ware</b>	Washbasins, sinks, bidets, lavatory pans, cisterns, shower trays, shower screens, baths and bath panels.
<b>Schedule</b>	The <b>schedule</b> is part of this insurance and contains details of <b>you</b> , the <b>premises</b> , the sums insured, the <b>period of insurance</b> and the sections of this insurance which apply.
<b>Standard construction</b>	Built of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or concrete.
<b>Tenants Improvements'</b>	Improvements, alterations and decorations, which have been made by <b>you</b> or a previous occupier which are not insured under any other insurance.
<b>United Kingdom</b>	England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands.
<b>Valuables</b>	<ul style="list-style-type: none"> <li>• Jewellery.</li> <li>• Furs.</li> </ul>
<b>We, us or our</b>	LLUC on behalf of Amlin Syndicate 2001.
<b>You, your or insured</b>	The person or people named in the <b>schedule</b> and all members of their family who permanently live in the <b>home</b> .
<b>Your broker or insurance adviser</b>	The person or people who arranged this insurance for <b>you</b> .



**We** will treat each **home** included under this insurance as if separately insured.

### A Cancellation clause

1. **You** can cancel this insurance at any time by writing to **your broker**. Any return premium due to **you** will depend on how long this insurance has been in force and whether **you** have made a claim.
2. **We** can also cancel this insurance by giving **you** 30 days' notice in writing. Any premium due to **you** will depend on how long this insurance has been in force.

### B Contracts (Rights of Third Parties) Act 1999

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 contract. However, this does not affect any of their rights which exist apart from the act.

### C Data protection act 1998

**We** will handle any information **you** have given, in line with the conditions of the Data Protection Act 1998. To provide insurance and handle claims **we** may need to provide this information to other people.

### D Index-linking

Each month **we** will link the sums insured in section one (**buildings**) and section two (**contents**) to the relevant indexes below:

Section one (**buildings**): The House Rebuilding Cost Index issued by the Royal Institute of Chartered Surveyors.  
Section two (**contents**): The Consumer Durables Section of the General Index of Retail Prices or a similar index **we** have chosen.

**We** will not charge **you** any extra premium for any monthly increase. However, whenever **you** renew this insurance, **we** will work out the premium using the new sums insured.

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

### E Law which applies to this insurance

**You** and **we** can choose the law which applies to this insurance document. Unless **we** have agreed differently with **you**, this insurance will be governed by English Law.

### F Your duties:-

1. **You** must take all reasonable steps to prevent loss, damage or an accident and keep the **buildings** in a good state of repair.
2. **You** must tell **your broker** immediately if **you**:
  - stop using the **home** as **your** permanent **home**; or
  - regularly leave the **home** without anyone living in it.When **we** receive this notice **we** can change the conditions of this insurance.
3. **You** must tell **your broker** before **you** start any conversions, extensions or other structural work to the **buildings**, and any works involving the use or application of heat. When **we** receive this notice **we** can change the conditions of this insurance.
4. **You** must keep the sums insured at a level which represents the full value of the property.

Full value should represent the following:-

- For **buildings** - the full rebuilding cost including removal of debris and professional fees.
- For **contents** - the current cost as new.
- For **antiques and works of art, valuables, gold and silver** - the current market value.

If **you** fail to keep to any of these duties and this results in loss or damage, **we** may not pay **your** claim.

**We** aim to provide a first class claims service. **Your** claim will be handled promptly and with due care and professionalism.

**We** will also ensure **you** are kept informed of the progress of **your** claim.

The Lifestyle Claims Team is open 24 hours a day, 365 days a year. In the event of a claim or possible claim under this insurance please contact the Lifestyle Claims Team either by phone on: **0844 856 2081** or in writing to:

Lifestyle Claims Team, 2nd Floor, East Court, Riverside Park, Campbell Road, Stoke on Trent, ST4 4EY.

**The** Lifestyle Claims Team will:

- record **your** notification
- advise **you** what will happen next
- authorise **you** to undertake any emergency measures necessary to secure **your** property or prevent further loss or damage

### In An Emergency:

**You** may use the 24 hour helpline following an emergency in the **home** for which a tradesman's assistance is required.

The helpline will source and deploy an approved tradesman to **your home**. **You** will be responsible for the tradesman's charges. **You** should keep a copy of all invoices paid as these could form part of **your** claim.

Where appropriate, **we** may substitute deploying a tradesman with the provision of technical advice over the phone giving **you** the means to rectify the problem yourself.

Simply phone **0844 770 1041** and when prompted quote "Lifestyle Domestic Helpline."

It is important that **you** are familiar with **your** claims duties, which are shown below.

### Claims Conditions Applicable

#### Your duties

1. **you** must notify the Lifestyle Claims Team as soon as reasonably possible giving full details of what has happened.
2. **you** must provide the Lifestyle Claims Team with written details of what has happened within 30 days and provide any other information **we** may reasonably require including proof of ownership and value.
3. **you** must immediately forward to the Lifestyle Claims Team, if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive.
4. **you** must inform the Police as soon as reasonably possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or loss of property.
5. **you** must not admit liability or offer or agree to settle any claim without **our** written permission.

If **you** fail to comply with any of the above duties **your** claim may not be paid.



### A Defending claims

**We** may

- take full responsibility for dealing with, defending or settling any claim in **your** name; and,
- take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

### B Other insurance

**We** will not pay any claim if any loss, damage or liability covered under this insurance is also covered totally or partly under any other insurance except for any excess beyond the amount which would have been covered under the other insurance if this insurance did not exist.

This clause does not apply to fatal injury (section two-G).

### C Fraudulent claims

If **you**, or anyone acting for **you**, make a claim knowing it to be false or fraudulent in any way, this insurance will no longer apply and **we** will not pay any claims.

### D Excess

Unless otherwise stated on **your schedule** the following excesses apply for each and every loss:

Section 1	£250 excess applies, other than in respect of subsidence, landslip or heave, where £1,000 excess applies.
Section 2	£250 excess applies.
Sections 3 & 4	No excess applies
Section 5	£250 excess applies, other than for specified items where no excess applies.

If a claim is more than £10,000 **we** will not take off any excess unless **you** have chosen a voluntary excess or **we** have applied a compulsory excess as shown in **your schedule**.

If **you** claim for the same incident under more than one section and an excess is shown under more than one section, **we** will only apply one excess.



### A Aircraft pressure waves

**We** will not pay for loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

### B Biological, chemical, or nuclear contamination exclusion endorsement

**We** will not pay for

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2. Any legal liability of whatsoever nature;
3. Death or injury to any person;

directly or indirectly caused by or contributed to by or arising from Biological or Chemical contamination due to or arising from;

- (i) Terrorism; and/or
- (ii) Steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism.

For the purposes of this exclusion "terrorism" means any act(s) of any person(s) or organisation(s) involving:

- a) The causing, occasioning or threatening of harm of whatever nature and by whatever means;
- b) Putting the public or any section of the public in fear,

In circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

### C Electronic data exclusion clause

**We** will not pay for

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2. Any legal liability of whatsoever nature

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

- (i) **Computer viruses**, erasure or corruption of electronic data;
- (ii) The failure of any equipment to correctly recognise the date or change of date.

### D Existing and Deliberate Damage

**We** will not pay for loss or damage

1. occurring before cover starts or arising from an event before cover starts
2. caused deliberately by **you** or any person legally residing at the **premises** named in the **schedule**
3. for any indirect losses which result from the incident that caused **you** to claim.



**E Radioactive Contamination and Explosive Nuclear Assemblies Exclusion**

This Insurance will not pay for:

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom
2. Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:-
  - (i) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel,
  - (ii) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

**F War Exclusion**

**We** will not pay for any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.



**What is covered**

This insurance covers the **buildings** for loss or damage

**What is not covered**

**We** will not pay

- a for loss or damage directly or indirectly caused by or arising from:
  - 1 conversions, extensions or other structural work to the **buildings** or any works involving the use or application of heat;
  - 2 warping, shrinking or normal settlement or collapse;
  - 3 moth, vermin, wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or anything which happens gradually;
  - 4 misuse or faulty design, specification, workmanship or materials;
  - 5 dryness, dampness, extremes of temperature or exposure to light;
  - 6 **your** domestic animals chewing, scratching, tearing or fouling;
  - 7 pollution or contamination of any kind other than as a result of oil escaping from a fixed domestic heating installation at the **premises**.
- b for the cost of general maintenance, electrical or mechanical faults or breakdown.
- c for loss or damage caused by storm, flood or weight of snow to gates, fences and hedges.
- d for loss or damage caused by frost other than to fixed water tanks, apparatus or pipes.
- e for loss or damage while the **buildings** are not furnished enough to be normally lived in unless the loss or damage is caused by:
  - 1 fire, lightning, explosion or earthquake;
  - 2 aircraft and other flying devices or items dropped from them;
  - 3 storm, flood or weight of snow;
  - 4 any vehicle or animal hitting the building; or
  - 5 subsidence or heave of the site upon which the **buildings** stand or landslip.



**What is covered**

This insurance covers the **buildings** for loss or damage

**What is not covered**

**We** will not pay

- f for loss or damage caused by subsidence or heave of the site on which the **buildings** stand, or landslide:
  - 1 to domestic fixed fuel tanks, swimming pools, tennis courts, driveways, patios and terraces, walls, gates, fences and hedges, permanently-installed hot tubs and wind turbines unless the private dwelling is also affected at the same time by the same event;
  - 2 to solid floors, unless the walls of the private dwelling are damaged at the same time by the same event; or
  - 3 if compensation has been provided for (or would have been if it wasn't for this insurance), under any contract or guarantee or by law: or
  - 4 while the **buildings** are undergoing any demolition, alteration, extension or repairs; or
  - 5 misuse or faulty design, specification, workmanship or materials; or
  - 6 as a result of the coast or riverbank wearing away.
- g for loss or damage caused by frost to permanently-installed hot tubs.
- h for loss or damage where **you** sign an agreement with a contractor which needs specific or joint insurance without getting **our** agreement first.



**What is covered**

This section of the insurance also covers

- A
  - 1 Loss of rent due to **you** which **you** cannot recover;
 

The extra costs of using other accommodation, for **you** and **your** domestic animals, as similar to **your** existing accommodation as possible, which **you** have to pay;

while the **buildings** cannot be lived in following loss or damage that is covered under section one.
  - 2 The extra costs of other accommodation, for **you** and **your** domestic animals, as similar to **your** existing accommodation as possible, due to local authority preventing **you** from living in **your home** due to loss or damage to a neighbouring property.
- B Up to £25,000 during the **period of insurance**, for any costs which **you** have to pay for finding the source of any water or oil which has escaped from any fixed tanks, apparatus, pipes or any fixed domestic heating installation.
- C Up to £10,000 during the **period of insurance**, for increased metered water charges **you** have to pay after water escapes, which gives rise to a claim **we** accept under section one.
- D Costs **you** have to pay to restore **your garden** following loss or damage by fire, lightning, explosion, earthquake, aircraft and other flying devices, theft or attempted theft, or damage caused by malicious people or the emergency services.
- E Anyone buying **your home** who will have the benefit of section one until the sale is completed or the insurance ends, whichever is sooner.

**What is not covered**

**We** will not pay

- a for loss of rent for more than 36 months.
  - b for the extra costs of other accommodation for more than 36 months. If **you** claim for costs of other accommodation under sections one and two **we** will not pay for costs of other accommodation for a period of more than 36 months in total.
- if **you** claim for loss under sections one and two **we** will not pay more than £10,000 in total during the **period of insurance**.
- a for more than £500 for any plant, tree or shrub.
  - b for more than £5,000 or up to 5% of the **buildings** sum insured, whichever is greater, in total during the **period of insurance**.
- if the **buildings** are insured under any other insurance.



**What is covered**

This section of the insurance also covers the following

F Expenses **you** have to pay and which **we** have agreed in writing for:

- 1 architects', surveyors', consulting engineers' and legal fees,
- 2 the cost of removing debris and making the **building** safe; and
- 3 costs **you** have to pay to keep to any government or local-authority requirements;

following loss or damage to the **buildings** which is covered under section one.

G Up to £10,000 for any one claim for loss or damage to new fixtures and fittings, fitted furniture and fitted appliances within the **home** which are awaiting to be installed, as long as **you** let **us** know within 21 days of delivery.

H

- 1 Up to £10,000 in any one **period of insurance** towards the cost of upgrading **your** alarm and security systems following a physical criminal assault on **you** at the **home**.
- 2 In addition **we** will also pay up to £500 for professional private counseling fees following a physical criminal assault on **you** at the **home**.

I Up to £15,000 in any one **period of insurance** towards essential alterations to the **home** following an identifiable, permanent physical injury to **you** caused by a sudden and unexpected accident happening within the **home**.

**What is not covered**

**We** will not pay

- a for any expenses for preparing a claim or an estimate of loss or damage;
- b for any costs if government or local-authority requirements have been served on **you** before the loss or damage.

- a for any loss or damage caused while installing the fixtures and fittings;
- b for property left in the open.

- a for any cost unless **you** obtain **our** agreement first; or
- b following any domestic disputes.

- a for any cost unless **you** obtain **our** agreement first.

**Settling claims**

How **we** deal with **your** claim

1. If **your** claim for loss or damage is covered under section one, **we** will pay the full cost of the repair as long as:
  - the **buildings** were in a good state of repair immediately before the loss or damage; and
  - the damage has been repaired or loss has been reinstated.

**We** will take an amount off for wear and tear from the cost of any replacement or repair if immediately before the loss or damage the **buildings** were not in good repair.

2. In the event the **buildings** of **your home** are damaged beyond economical repair, and permission to rebuild is refused by **your** local authority, **we** will agree to pay up to 125% of the rebuilding cost of **your home** to help **you** purchase a similar property in the same area, subject to the **sum insured** shown in **your schedule** corresponding to a professional valuation (to be provided by **You**) which is less than five years old.
3. **We** will not pay the cost of replacing or repairing any undamaged parts of the **buildings** which form part of a pair, set, suite or part of a common design or function when the loss or damage happens only to a clearly identifiable area or to a specific part.
4. **We** will deduct the applicable excess from the agreed settlement of **your** claim as shown on page 8.

**Your** sum insured

5. **We** will not reduce the sum insured under Section one after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.

Limit of insurance

6. **We** will not pay more than the sum insured for each **premises** shown in the **schedule** other than in accordance with 2 above.



**What is covered**

This insurance covers the **contents** for loss or damage while at the **home** and, as long as these are not already insured, while they are temporarily away from the **home** anywhere in the world.

**What is not covered**

**We** will not pay

- a for loss or damage directly or indirectly caused by or arising from:
  - 1 conversions, extensions or other structural work to the **buildings** or any works involving the use or application of heat;
  - 2 moth, vermin, wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or anything which happens gradually;
  - 3 misuse or faulty design, specification, workmanship or materials;
  - 4 dryness, dampness, extremes of temperature or exposure to light;
  - 5 **your** domestic animals chewing, scratching, tearing or fouling;
  - 6 dyeing, cleaning, repairing, renovating, restoration or being worked on; or
  - 7 pollution or contamination of any kind.
- b for the cost of general maintenance.
- c for loss or damage caused by mechanical or electrical faults or breakdown.

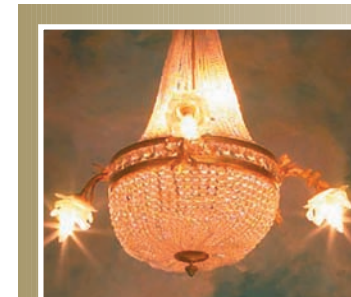
**What is covered**

This insurance covers the **contents** for loss or damage while at the **home** and, as long as these are not already insured, while they are temporarily away from the **home** anywhere in the world.

**What is not covered**

**We** will not pay

- d for loss or damage caused by subsidence or heave of the site upon which the **buildings** stand or landslip:
  - 1 to solid floors, unless the walls of the private dwelling are damaged at the same time by the same event; or
  - 2 if compensation has been provided (or would have been, if it wasn't for this insurance), under any contract or guarantee or by law; or
  - 3 while the **buildings** are undergoing any demolition, alteration, extension or repairs; or
  - 4 due to faulty design, specification, workmanship or materials; or
  - 5 as a result of the coast or riverbank wearing away.
- e for loss or damage or any percentage of loss or damage which **we** specifically exclude elsewhere under section two.
- f for loss of or damage, to any item being transported, unless it is suitably packed and secured, given the nature of the item and how it is transported.



What is covered	What is not covered
This section of the insurance also covers the following	<b>We</b> will not pay
A Accidental breakage of <ol style="list-style-type: none"> <li>1 fixed glass and double glazing; and</li> <li>2 <b>sanitary ware;</b></li> </ol> forming part of the <b>buildings</b> which <b>you</b> are legally responsible for as a tenant and do not have other insurance for.	
B Rent <b>you</b> have to pay as occupier if the <b>buildings</b> cannot be lived in following loss or damage that is covered under section two.	rent for more than 36 months.
C The extra costs of using other accommodation, for <b>you</b> and <b>your</b> domestic animals, as similar to <b>your</b> existing accommodation as possible, which <b>you</b> have to pay, while the <b>buildings</b> cannot be lived in following loss or damage that is covered under section two.	for the extra costs of other accommodation for more than 36 months. If <b>you</b> claim for costs of other accommodation under sections one and two <b>we</b> will not pay for costs of other accommodation for a period of more than 36 months in total.
D <b>Your</b> legal responsibility as a tenant for loss or damage to the <b>buildings</b> caused by loss or damage that is covered under section two.	<ol style="list-style-type: none"> <li>a for any amount over 20% of the sum insured under section two for the <b>contents</b> of the <b>buildings</b> damaged or destroyed.</li> <li>b for loss or damage caused by fire, lightning or explosion to the <b>buildings</b> other than to the landlord's fixtures and fittings.</li> <li>c for loss or damage arising from subsidence, heave or landslip.</li> </ol>
E Up to £10,000 during the <b>period of insurance</b> for wedding, anniversary, birthday, religious or other celebration gifts bought by <b>you</b> but not yet given (or which have been bought for <b>you</b> ).	for loss or damage or any percentage of loss or damage which <b>we</b> specifically exclude elsewhere under section two.
F Up to 25% of the <b>contents</b> sum insured for new items <b>you</b> have bought but which <b>you</b> have not told <b>us</b> about yet.	<ol style="list-style-type: none"> <li>a for loss or damage or any percentage of loss or damage which <b>we</b> specifically exclude elsewhere under section two.</li> <li>b after 60 days of buying the item if <b>you</b> have not told <b>us</b> about doing so.</li> </ol>

What is covered	What is not covered
This section of the insurance also covers the following	<b>We</b> will not pay
G For fatal injury to <b>you</b> caused by fire at the <b>premises</b> or assault elsewhere within the <b>United Kingdom</b> provided that death ensues within twelve months of the injury. <b>We</b> will pay: <ol style="list-style-type: none"> <li>1 £50,000 for each insured person over 16 years; and</li> <li>2 £5,000 for each person under 16 years at the time of their death.</li> </ol>	
H Costs <b>you</b> have to pay for replacing locks to safes, alarms and outside doors and windows in the <b>home</b> following theft or loss of keys.	
I Up to £10,000, during the <b>period of insurance</b> , for increased metered water charges <b>you</b> have to pay after water escapes, which gives rise to a claim <b>we</b> accept under section two.	if <b>you</b> claim for loss under sections one and two <b>we</b> will not pay more than £10,000 in total during the <b>period of insurance</b> .
J Personal property of guests up to £5,000 for each person and personal property of domestic staff (who do not live in the property) up to £2,500 for each person.	<ol style="list-style-type: none"> <li>a for losses which happen away from the <b>premises</b>.</li> <li>b for loss or damage or any percentage of loss or damage which <b>we</b> specifically exclude elsewhere under section two.</li> <li>c more than £750 for any one item.</li> </ol>
K Up to £10,000 during the <b>period of insurance</b> , for loss or damage to marquees and associated equipment, which are being temporarily loaned to <b>you</b> and for which <b>you</b> are responsible, while at the <b>premises</b> .	<ol style="list-style-type: none"> <li>a if there is any other insurance in place.</li> <li>b for loss or damage, or any percentage of loss or damage which <b>we</b> specifically exclude elsewhere under section two.</li> <li>c if <b>you</b> fail to keep to manufacturers or owners written instructions.</li> </ol>
L Up to £7,500 during the <b>period of insurance</b> , for loss or damage to the belongings of <b>your</b> parents or grand parents who are living in a residential nursing or care home.	<ol style="list-style-type: none"> <li>a for any amount over £1,000 for <b>valuables</b>.</li> <li>b for <b>money</b> and <b>credit cards</b>.</li> <li>c for loss or damage, or any percentage of loss or damage which <b>we</b> specifically exclude elsewhere under section two.</li> </ol>



**Settling claims**

How **we** deal with **your** claim

1. If **you** claim for loss or damage to the **contents**, **we** will repair, replace or pay for any item covered under section two.

For total loss or destruction of any item **we** will pay **you** the cost of replacing the item as new, as long as:

- the new item is as close as possible to, but not an improvement on, the original item when it was new; and
- **you** have paid or **we** have authorised the cost of replacement.

2. **We** will not pay the cost of replacing or repairing any undamaged parts of the **contents** which form part of a pair, set or suite or part of a common design or function when the loss or damage applies only to a clearly identifiable area or to a specific part. This condition does not apply to **valuables** included under **contents** where **we** will choose to repair, replace or pay for any article lost or damaged.

3. **We** will deduct the applicable excess from the agreed settlement of **your** claim as shown on page 8.

**Your** sum insured

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

Limit of insurance

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



This Section applies only if the **contents** are insured under section two.

**What is covered**

**We** will indemnify **you**

For amounts **you** become legally liable to pay, including costs and expenses which **we** have agreed in writing, for **bodily injury** by accident happening during the **period of insurance** anywhere in the world to **your** domestic staff employed in connection with the **premises** shown in the **schedule**.

**What is not covered**

**We** will not indemnify **you**

- for **bodily injury** arising directly or indirectly:
- a from any motorised or horse-drawn vehicle other than:
    - domestic garden equipment used within the **premises**; and
    - pedestrian-controlled garden equipment, electric wheelchairs or items designed for a child's use whilst elsewhere.
  - b from any communicable disease or condition.
  - c in Canada or the United States of America after the total period of stay in either or both countries has exceeded 60 days in the **period of insurance**.

Limit of insurance

**We** will not pay more than £10,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed to in writing.



This section applies only if the **schedule** shows that either the **buildings** are insured under section one or the **contents** are insured under section two of this insurance.

Part A

Part A of this section applies in the following way:

- if the **buildings** only are insured, **your** legal liability as owner only but not as occupier is covered under Part A (i) below.
- if the **contents** only are insured, **your** legal liability as occupier only but not as owner is covered under Part A (i) and Part A (ii) below.
- if the **buildings** and **contents** are insured, **your** legal liability as owner or occupier is covered under Part A (i) and Part A (ii) below.

What is covered	What is not covered
<p><b>We will indemnify you</b></p> <p>(i) as owner or occupier for any amounts <b>you</b> become legally liable to pay as damages for:</p> <ul style="list-style-type: none"> <li>• <b>bodily injury</b>,</li> <li>• damage to property,</li> </ul> <p>caused by an accident happening at the <b>premises</b> during the <b>period of insurance</b>,</p> <p>OR</p> <p>(ii) as a private individual for any amounts <b>you</b> become legally liable to pay as damages for:</p> <ul style="list-style-type: none"> <li>• <b>bodily injury</b>,</li> <li>• damage to property,</li> </ul> <p>caused by an accident happening anywhere in the world during the <b>period of insurance</b>.</p>	<p><b>We will not indemnify you</b> for any liability</p> <p>a for <b>bodily injury</b> to</p> <ol style="list-style-type: none"> <li>1 <b>you</b>;</li> <li>2 any other permanent member of the <b>home</b>;</li> <li>3 any person who at the time of sustaining such injury is engaged in <b>your</b> service.</li> </ol> <p>b for <b>bodily injury</b> arising directly or indirectly from any communicable disease or condition.</p> <p>c for damage to property owned by or in the charge or control of:</p> <ol style="list-style-type: none"> <li>1 <b>you</b>,</li> <li>2 any other permanent member of the <b>home</b>,</li> <li>3 any person engaged in your service.</li> </ol> <p>d in Canada or the United States of America after the total period of stay in either or both countries has exceeded 60 days in the <b>period of insurance</b>.</p> <p>e arising directly or indirectly out of any profession, occupation, business or employment.</p> <p>f which <b>you</b> have assumed under contract and which would not otherwise have attached.</p> <p>g arising out of any criminal acts</p>

Part A (continued).

What is covered	What is not covered
<p><b>We will indemnify you</b></p>	<p><b>We will not indemnify you</b> for any liability</p> <p>h arising out of <b>your</b> ownership, possession or use of: any motorised or horsedrawn vehicle other than:</p> <ul style="list-style-type: none"> <li>• domestic gardening equipment used within the <b>premises</b>; and</li> <li>• pedestrian controlled gardening equipment, electric wheelchairs or items designed for a child's use whilst elsewhere.</li> </ul> <ol style="list-style-type: none"> <li>1 any power-operated lift other than those designed for and used by the disabled or infirm,</li> <li>2 any aircraft or watercraft other than manually operated rowing boats, punts or canoes,</li> <li>3 any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991.</li> </ol> <p>i in respect of any kind of pollution and/or contamination other than:</p> <ol style="list-style-type: none"> <li>1 caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the <b>period of insurance</b> at the <b>premises</b> named in the schedule; and</li> <li>2 reported to <b>us</b> not later than 30 days from the end of the <b>period of insurance</b>,</li> </ol> <p>in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident.</p> <p>j arising out of <b>your</b> ownership, occupation, possession or use of any land or building that is not within the <b>premises</b>.</p> <p>k if <b>you</b> are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted.</p>



Part B

**We will pay for**

Sums which **you** have been awarded by a court in the **United Kingdom** and which still remain outstanding three months after the award has been made provided that:

- 1 Part A(ii) of this section would have indemnified **you** had the award been made against **you** rather than to **you**,
- 2 there is no appeal pending,
- 3 **you** agree to allow **us** to enforce any right which **we** shall become entitled to upon making payment.

Part C

**What is covered**

**We will indemnify you for**

Any amount **you** become legally liable to pay under section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any **home** previously owned and occupied by **you**.

Limit of insurance

**We will not pay**

- in respect of pollution and/or contamination:- more than £5,000,000 in all.
- in respect of other liability covered under section four:- more than £5,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

**What is not covered**

**We will not indemnify you**

- a for any liability if **you** are entitled to indemnity under any other insurance.
- b for the cost of repairing any fault or alleged fault.

**What is covered**

This section of the insurance covers the following

- A **Valuables** listed in the **schedule** (or specification attached) against loss or damage anywhere in the world,
- B
  - 1 **antiques and works of art** listed in the **schedule** (or specification attached); or
  - 2 **gold and silver** listed in the **schedule** (or specification attached);
 against loss or damage within the **home** and, as long as these are not already insured, while they are temporarily away from the **home** anywhere in the world.

**What is not covered**

**We will not pay**

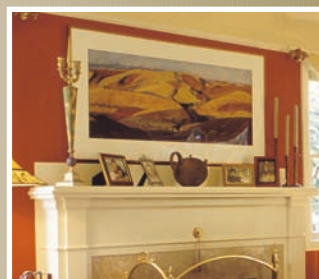
- a for loss or damage directly or indirectly caused by or arising from :
  - 1 moth, vermin, wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or anything which happens gradually;
  - 2 misuse or faulty design, specification, workmanship or materials;
  - 3 dryness, dampness, extremes of temperature or exposure to light;
  - 4 **your** domestic animals chewing, scratching, tearing or fouling;
  - 5 dyeing, cleaning, repairing, renovating, restoration or being worked on; or
  - 6 pollution or contamination of any kind.
- b for loss or damage caused by mechanical or electrical faults or breakdown.
- c for loss or damage to any item being transported unless it is suitably packed and secured, given the nature of the item and how it is being transported.
- d more than £5,000 in respect of any one item of **valuables** or **gold and silver** unless otherwise stated in the **schedule**.
- e more than £15,000 in respect of any one item of **antiques or works of art** unless otherwise stated in the **schedule**.



**What is covered**

This insurance also covers the following

- A New items **you** have bought but which **you** have not told **us** about yet.
  
- B **We** will automatically increase the insured value of any item listed in the specification for **works of art** by up to 200% if the artist dies during the **period of insurance**. **We** will only do this for the 6 months immediately following the death of that artist and provided that **you** can produce an independent professional valuation or a purchase receipt which is not more than 3 years old at the time of any loss or damage.
  
- C If during the **period of insurance**, someone claims that any item listed in the specification for **antiques** or **works of art** is not rightfully **yours** and **you** are legally obliged to return the item to its rightful owner because it is proved that **you** do not have good title to it, **we** will pay **you** the amount **you** paid for it, or the value shown in the specification if this is less.



**What is not covered**

**We** will not pay

- a for loss or damage or any percentage of loss or damage which **we** specifically exclude elsewhere under section five;
- b more than 25% of the sum insured under this section for **valuables, gold and silver** and **antiques and works of art**;
- c after 60 days of purchase if **you** have not told **us** about buying the item.
  
- a more than £50,000 in total during any one **period of insurance**;
- b loss or damage or any percentage of loss or damage which **we** specifically exclude elsewhere under section five.
- c if **you** are unable to provide a professional valuation or purchase receipt and proof of increased value.
  
- a more than £25,000 in total during any one **period of insurance**;
- b unless **you** prove that **you** made enquiries about where the item came from before **you** bought it;
- c unless **you** bought the item during the period that the **antique** or **work of art** has been insured with **us**;
- d unless **you** told **us** about a claim during the **period of insurance**.

How **we** deal with **your** claim

1. **Valuables**

**We** will repair, replace or pay for any item that is lost or damaged.

2. **Gold and silver, antiques and works of art**

In the event of partial loss or damage, **we** will pay all costs and expenses **you** have necessarily incurred, with **our** consent, in restoring the item damaged plus any resulting depreciation in value but not more than the sum insured for the item damaged.

In the event of total loss or destruction of items, **we** will pay the sum insured for such item or their market value at the time of loss, whichever is the less.

3. **Valuables, gold and silver, antiques and works of art**

If following a claim **you** can produce a professional valuation (not more than five years old) dated prior to the loss **we** will treat the sum insured as automatically agreed.

4. **We** will deduct the applicable excess from the agreed settlement of **your** claim as shown on page 8.

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Limit of insurance

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5. **We** will not pay more than the sum(s) insured shown in the **schedule** unless **we** agree otherwise.





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

If **You** make a valid claim under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal Advisers' fees unless court proceedings are issued or a **Conflict of Interest** arises. Where, following the start of court proceedings or a **Conflict of Interest** arising, **You** want to use an **Adviser** of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**

The insurance covers **Advisers' Costs** and other costs and expenses as detailed under the separate sections of cover, up to the **Limit of Indemnity** where:-

- a The Insured Incident takes place in the **Insured Period** and within the **Territorial Limits** and
- b The **Legal Action** takes place in the **Territorial Limits**.

### Definitions

<b>Adviser</b>	<b>Our</b> specialist panel solicitors or their agents appointed by <b>Us</b> to act for <b>You</b> , or, and subject to <b>Our</b> agreement, where court proceedings have been started or a <b>Conflict of Interest</b> arises, another legal <b>Adviser</b> nominated by <b>You</b> .
<b>Advisers' costs</b>	Reasonable legal or accountancy fees and disbursements incurred by the <b>Adviser</b> with <b>Our</b> prior written authority. Legal expenses shall be assessed on the standard basis and third party's costs shall be covered if awarded against <b>You</b> and paid on the standard basis of assessment.
<b>Computer</b>	Any <b>Computer</b> or other electronic data processing device, equipment or system or any hardware, software, programme, instruction, data or component utilised or intended to be utilised in or by such item, or any actual or intended function of or process performed by any of them.
<b>Conflict of Interest</b>	There is a <b>Conflict of Interest</b> if <b>Your</b> Advisers' duty to act in <b>Your</b> best interests in relation to <b>Your</b> claim conflicts with, or there is a significant risk that it may conflict with, any duty <b>Your Adviser</b> owes, or obligation it has, to any other party
<b>Domestic Employee</b>	A person who is employed to carry out domestic duties in <b>your</b> household
<b>Excess</b>	The amount that <b>You</b> must pay towards the cost of any claim as stated below:-  <b>Property section:</b> £200.  <b>All other sections</b> Nil
<b>Home</b>	The private premises of standard construction and the garages and outbuildings used for domestic purposes at the premises shown in the schedule.
<b>Identity Theft</b>	A person or group of persons knowingly using a means of identification belonging to <b>You</b> without <b>Your</b> knowledge or permission with intent to commit or assist another to commit an illegal act.



<b>H M Revenue and Customs Full Enquiry</b>	An enquiry under Section 9A of the Taxes Management Act 1970 into <b>Your</b> PAYE income or gains.
<b>Insurance Providers</b>	Inter Partner Assistance SA who are a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.
<b>Insured Incident</b>	The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one <b>Insured Incident</b> shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time. In a claim arising from <b>Identity Theft</b> the <b>Insured Incident</b> is a single act or the start of a series of single acts against <b>You</b> by one person or group of people.
<b>Insured Period</b>	One year from the inception or renewal date shown on <b>Your</b> insurance schedule.
<b>Legal Action(s)</b>	The pursuit or defence of civil legal cases for damages or injunctions and the defence of criminal prosecutions to do with <b>Your</b> employment and the defence of motor prosecutions.
<b>Limit of Indemnity</b>	The maximum payable in respect of an <b>Insured Incident</b> is stated below:  <b>Identity Theft:</b> £15,000 <b>All other sections:</b> £75,000
<b>Standard Advisers' Costs</b>	The level of <b>Advisers' Costs</b> that would normally be incurred in using a nominated <b>Adviser</b> of <b>Our</b> choice.
<b>Territorial Limits</b>	Great Britain, Northern Ireland, The Isle of Man and the Channel Islands.
<b>We/Us/Our</b>	Arc Legal Assistance Limited who have arranged this insurance and administer it on behalf of the <b>Insurance Providers</b> .
<b>You / Your</b>	Any person who has paid the premium, or on whose behalf the premium has been paid and been declared to <b>Us</b> by <b>Your</b> insurance advisor and is permanently resident at the property covered under the household insurance to which this cover attaches. Cover also applies to that person's family members normally resident with them. If <b>You</b> die <b>Your</b> personal representatives will be covered to pursue or defend cases covered by this insurance on <b>Your</b> behalf that arose prior to <b>Your</b> death.
<b>Vehicle</b>	Any motor <b>vehicle</b> or motorcycle owned by <b>You</b>

**Consumer Pursuit****What is insured**

**Advisers' Costs** to pursue **Legal Action** following a breach of a contract **You** have for buying or renting goods or services for **Your** private use. This includes the purchase of **Your** main **home**. The contract must have been made after **You** first purchased this insurance and, in respect of disputes over the purchase of **Your** main **home**, the purchase must have commenced at least 180 days after **You** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.

**What is not insured:-****Claims**

- Where the amount in dispute is less than £250 plus VAT
- In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority

**Personal Injury****What is insured**

**Advisers' Costs** to pursue claims for financial compensation for damages following an accident resulting in personal injury or death against the person or organisation directly responsible.

**What is not insured:-****Claims**

- Arising from medical or clinical treatment, advice, assistance or care
- Arising from stress, psychological or emotional injury
- Arising from illness, personal injury or death which is caused gradually or is not caused by a specific event
- Involving a motor **Vehicle** owned by **You** or which **You** are legally responsible for

**Employee Pursuit****What is insured**

**Advisers' Costs** to pursue an action brought before an employment tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) against an employer or ex-employer for breach of **Your** contract of employment.

**What is not insured:-****Claims**

- Where the breach of contract occurred within the first 90 days after **You** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began
- For a dispute with an employer or ex-employer unless it is pursued in an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man)
- For **Advisers' Costs** of any disciplinary investigatory or grievance procedure connected with **Your** contract of employment or the costs associated with any compromise agreement
- Where the breach of contract is alleged to have commenced or to have continued after termination of **Your** employment
- For an allegation of less favourable treatment between men and women in terms of pay and conditions of employment



**Property Infringement****What is insured**

**Advisers' Costs** to pursue actions for nuisance or trespass against the person or organisation infringing **Your** legal rights in relation to **Your** main **home**. This section does not extend to divorce or matrimonial matters. The nuisance or trespass must have started at least 180 days after **You** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.

**What is not insured:-****Claims**

- In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority

**Property Damage****What is insured**

**Advisers' Costs** to pursue claims for financial compensation for damages against a person or organisation that causes physical damage to **Your** main **home**. The damage must have been caused after **You** first purchased this insurance.

**What is not insured:-****Claims**

- Involving a motor **Vehicle** owned by **You** or which **You** are legally responsible for
- In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority

**Motor Prosecution Defence****What is insured**

**Advisers' Costs** to defend motoring prosecutions in respect of an offence, arising from **Your** use of a Motor **Vehicle**.

**What is not insured:-****Claims**

- For alleged road traffic offences where **You** did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving whilst under the influence of drink or non prescribed drugs
- For **Advisers' Costs** where the member is entitled to a grant of legal aid from the Legal Services Commission, or where funding is available from another public body, a trade union, employer or any other insurance policy
- For parking offences which **You** do not get points on **Your** licence for

**Consumer Defence****What is insured**

**Advisers' Costs** to defend **Legal Action** brought against **You** following a breach of a contract **You** have for selling goods (in a private capacity) for the private and personal use of another person. This includes the sale of **Your** main **home**. The contract must have been made after **You** first purchased this insurance and, in respect of disputes over the sale of **Your** main **home**, the sale must have commenced at least 180 days after **You** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.

**What is not insured:-****Claims**

- Where the amount in dispute is less than £250 plus VAT
- In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority

**Employee Defence****What is insured**

**Advisers' Costs** to defend Legal Action if an event arising from **Your** work as an employee leads to:

- **You** being prosecuted in a criminal court; or
- Civil action being taken against **You** under laws for unlawful discrimination; or
- Civil action being taken against **You** under section 13 of the Data Protection Act 1998.

**What is not insured:-****Claims**

- For the defence of criminal prosecutions alleging dishonesty or deliberate violence
- For **Advisers' Costs** where the member is entitled to a grant of legal aid from the Legal Services Commission, or where funding is available from another public body, a trade union, employer or any other insurance policy

**Employer Defence****What is insured**

**Advisers' Costs** to defend an action brought against **You** at an employment tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) by a **Domestic Employee** alleging unfair dismissal.

There will be no cover unless **You** have asked for and followed the advice of the legal helpline as to the procedure to use and have received specific authorisation from the helpline:

- Before carrying out any disciplinary procedure or action;
- Before the **Domestic Employee** is dismissed;
- Before putting a redundancy programme into practice and before making a **Domestic Employee** redundant;
- On formal or informal notification of a grievance by a **Domestic Employee** or of a complaint of sexual, racial, religious or disability discrimination or discrimination because of a person's sexuality or age;
- Before making a negative change to the terms of conditions of employment (including the hours or time or place worked or demoting them or reducing a **Domestic Employee's** pay or salary); and
- After becoming aware of any event or circumstance that could be seen as constructive dismissal including absence from work following a **Domestic Employee** walking out with or without notice.

**Tax****What is insured**

**Advisers' Costs** incurred by an Accountant if **You** are subject to an **H M Revenue and Customs Full Enquiry** into **Your** personal Income Tax position.

This cover applies only if **You** have:-

- Maintained proper, complete, truthful and up to date records
- Made all returns at the due time without having to pay any penalty
- Provided all information that the H M Revenue and Customs reasonably requires

**What is not insured:-****Claims**

- Where deliberate misstatements or omissions have been made to the authorities
- Where the Special Compliance Officer is investigating **Your** affairs
- For accountancy fees which relate to **Your** business trade or profession
- In respect of income or gains which have been under-declared because of false representations or statements by **You**
- For **Advisers' Costs** arising after **You** receive a notice telling **You** that the enquiry has been completed.



**Personal Identity Theft****What is insured**

In respect of Insured Incidents arising from **Identity Theft You** are covered for **Advisers' Costs**:-

- To deal with all organisations that have been fraudulently applied to for credit, goods or services in **Your** name or which are seeking monies or have sought monies from **You** as a result of **Identity Theft**
- In order to liaise with credit referencing agencies and all other relevant organisation on **Your** behalf to advise that **You** have been the victim of **Identity Theft**
- To defend **Your** legal rights and/or take reasonable steps to remove County Court Judgments against **You** that have been obtained by an organisation that **You** are alleged to have purchased, hired or leased goods or services from. Cover is only available if **You** deny having entered in to the contract and allege that **You** have been the victim of **Identity Theft**

**What is not insured:-****Claims**

- Where **You** have not been the victim of **Identity Theft**
- Where the **Insured Incident** began to occur within 30 days of **You** first purchasing this insurance or similar insurance which expired immediately before this insurance began
- Where the **Insured Incident** began to occur or had occurred before **You** purchased this insurance
- Where **You** did not take precautions against **Identity Theft** or take action to protect yourself from **Identity Theft**
- Where the **Identity Theft** has been carried out by somebody living with **You**
- For **Advisers' Costs** arising from loss of cash from a bank, building society, credit union or other similar financial institution where that institution has refused to cover the loss
- For any losses other than **Advisers' Costs** incurred by **You** as a result of **Identity Theft**

**You** must agree to be added to the CIFAS Protection Register if **We** recommend it.

**You** must notify claims as soon as reasonably possible within 45 days of the **Insured Incident** and complete a claim form . This must be returned promptly with all relevant information.

**School Admission Disputes****What is insured**

**Advisers' Costs** in appealing against the decision of a Local Education Authority (LEA) arising out of the LEA's failure to conform with its published admission policy, which leads to **Your** child or children being refused entry at the state school of **Your** choice.

**What is not insured:-****Claims**

- Arising where examinations or other selection criteria are part of the acceptance process
- Involving schools which are not state schools falling under the LEA's jurisdiction or where the allocation of a place(s) does not sit within the LEA's responsibility.
- Arising prior to submitting an application to the school or LEA
- Arising where the LEA's refusal occurred within 180 days of You first purchasing this insurance
- Where the process for appealing against the decision to refuse a place at the school has not been adhered to
- Where the child has been suspended, expelled or permanently excluded from another school
- For children under 5 years except for admission disputes arising where entry shall be in the academic year prior to their 5th birthday

**Probate****What is insured**

**Advisers' Costs** to pursue claims by **You** in respect of a probate dispute involving the will of **Your** parents, grandparents, children, step-children or adopted children where **You** are contesting a will as a beneficiary or potential future beneficiary.

**What is not insured:-****Claims**

- In respect of any dispute or costs where a will has not been previously made or concluded or cannot be traced (Intestate)

**Data Protection****What is insured**

**Advisers' Costs** to pursue **Legal Action** against a person or organisation that has broken the Data Protection Act 1988 which has resulted in **You** suffering a financial loss.

**Vehicle Identity Theft****What is insured**

**You** are covered for **Advisers' Costs** to defend civil or criminal legal proceedings arising from use of the **Vehicle's** identity by another person or organisation without **Your** permission.

**What is not insured:-****Claims**

- Where the **Vehicle's** Identity has been copied by somebody living with **You**
- Where the **Insured Incident** began to occur within the first 30 days of the **Insured Period**.
- Where **You** did not take reasonable precautions against **Your Vehicle's** Identity being copied without **Your** permission
- For any losses (other than **Adviser's Costs**) incurred by **You** as a result of **Identity Theft**.

**Motor Insurance Database Disputes****What is insured**

**You** are covered for **Advisers' Costs** for representation of **Your** legal rights in a dispute with the police and/or other government agency in the event **Your vehicle** is seized following a failure in the communications between **Your** insurance adviser and the Motor Insurance Database resulting in incorrect information about **You** or **Your vehicle** being recorded on that database.



### Legal and Tax Helpline

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

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

Simply telephone **0844 770 1040** and quote “**JR Clare Lifestyle**”.

### Bereavement Counselling

**Our** counsellors are trained to provide emotional support and practical help to **You** when someone close to **You** dies. The counsellors will also help **You** to find local face-to-face counselling support and other support agencies if **You** need them. If **You** would like to make use of this service.

Simply telephone **0800 174 319** and quote “**JR Clare Lifestyle**”.

### Domestic Helpline

Use the 24 hour helpline following an emergency in the **home** for which a tradesman's assistance is required.

The helpline will source and deploy an approved tradesman to **Your home**. **You** will be responsible for the tradesman's charges.

Where appropriate **We** may substitute deployment of a tradesman with the provision of technical advice over the telephone giving **You** the means to rectify the problem yourself.

Simply telephone **0844 770 1041** and quote “**JR Clare Lifestyle**”.

### Debt Counselling Helpline

Managing money well is sometimes overlooked in the pressures of daily lives. **You** can talk about any financial concerns or worries through **Our** 24/7 Debt Counselling Helpline.

Expert confidential help is at hand through **Our** trained independent counsellors ready to assist with counselling, support, advice and help. If **Your** debt is complicated the counsellor can also direct **Your** call to **Our** specialist debt experts who will talk through the stages of prioritising the debts and steps to resolution. Importantly once **You** are managing **Your** money concerns the support of **Our** counsellors is available 24/7 to help **You** find better ways to control future spending and deal with money related issues.

Simply telephone **0800 174319** and quote “**JR Clare Lifestyle**”.

### Law Assistance Service

As an additional benefit to **your** legal expenses cover **you** have access to Law Assistance, an online legal document service.

This will provide you with:

- Access to a range of free legal documents
- A step by step walkthrough to assist **you** in completing the documents
- Access to a variety of family and business law documents which **you** can try for free before purchasing

To access the service please visit [www.lawassistance.co.uk/la/arc](http://www.lawassistance.co.uk/la/arc). **You** will need to register to access the free legal documents. When prompted, enter the voucher code **quoted on your schedule**. Once registered **you** will have immediate access to the free legal documents.

### 1. There is no cover where:-

- The **Insured Incident** began to start or had started before **You** bought this insurance
- **You** should reasonably have known when buying this insurance that the circumstances leading to a claim under this insurance already existed.
- A reasonable estimate of **Your Advisers' Costs** of acting for **You** is more than the amount in dispute
- **You** fail to give full information or facts to **Us** or to the **Adviser** on a matter material to **Your** claim
- Something **You** do or fail to do prejudices **Your** position or the position of the **Insurance Providers** in connection with the **Legal Action**
- **Advisers' Costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which **We** have given **Our** prior written approval
- Where **You** have other legal expenses insurance cover

### 2. There is no cover for: -

- The **Excess**
- **Advisers' Costs** or any other costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party or which are not reasonable or necessary
- The amount of **Advisers' Costs** in Excess of **Our Standard Advisers' Costs** where **You** have decided to use an **Adviser** of **Your** own choice.
- Damages, interest, fines or costs awarded against **You** in a criminal court.
- Claims over loss or damage where that loss or damage is covered under another insurance
- Claims made by or against **Your** insurance advisor, the **Insurance Providers**, the **Adviser** or **Us**
- Any claim **You** make which is false or fraudulent
- Defending **Legal Actions** arising from anything **You** did deliberately or recklessly
- Appeals without the prior written consent of **Us**
- The costs of any legal representative other than those of the **Adviser** prior to the issue of court proceedings or a **Conflict of Interest** arising
- Any costs which **You** incur and wish to recover which **You** cannot substantiate with documentary evidence

### 3. There is no cover for any claim directly or indirectly arising from: -

- Patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements and passing off
- **Computer** software other than proprietary packaged software that has not been tailored to **Your** requirements
- Planning law
- Constructing buildings or altering their structure
- Libel, slander or verbal injury
- A dispute between **You** and someone **You** live with or have lived with
- A lease or licence to use property or land
- A venture for gain by **You** or **Your** business partners
- A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled.
- An application for a judicial review
- Defending or pursuing new areas of law or test cases
- A dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **You**



#### 4. Contracts (Rights of Third Parties) Act 1999

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

#### CONDITIONS

##### 1. Cancellation

**You** may cancel this insurance at any time by writing to **Your** insurance advisor providing fourteen days written notice. If **You** exercise this right within 14 days of taking out this insurance, **You** will receive a refund of premium provided **You** have not already made a valid claim against the insurance.

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

##### 2. Claims

- a) **You** must notify claims as soon as reasonably possible once **You** become aware of the incident and within no more than 180 days of **You** becoming aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, **Our** position has been prejudiced. For claims relating to **Identity Theft**, these must be reported within 45 days of **You** becoming aware of the incident. **You** can complete and submit **Your** claim form online by visiting [www.arclegal.co.uk/informationcentre](http://www.arclegal.co.uk/informationcentre). Alternatively, **We** will send **You** a claim form which must be returned promptly with all relevant information.
- b) **We** may investigate the claim and take over and conduct the **Legal Action** in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a settlement of the **Legal Action**.
- c) **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. If court proceedings are issued or a **Conflict of Interest** arises, and **You** wish to nominate an **Adviser** to act for **You**, **You** may do so. Where **You** have elected to use an **Adviser** of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**. The **Adviser** must:-
  - i.) Represent **You** in accordance with **Our** standard conditions of appointment
  - ii.) Confirm in writing that he will enable **You** to comply with his obligations under this insurance.
  - iii.) Agree with **Us** the rate at which his costs will be calculated. If no agreement is reached the Law Society will be asked to nominate an **Adviser** and this nomination shall be binding.
- d) The **Adviser** will:-
  - i.) Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained.
  - ii.) Keep **Us** fully advised of all developments and provide such information as **We** may require.
  - iii.) Keep **Us** advised of **Advisers' Costs** incurred.
  - iv.) Advise **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are not accepted there shall be no further cover for **Advisers' Costs** unless **We** agree in **Our** absolute discretion to allow the case to proceed.
  - v.) Submit bills for assessment or certification by the appropriate body if requested by **Us**.
  - vi.) Attempt recovery of costs from third parties.

- e) In the event of a dispute arising as to **Advisers' Costs We** may require **You** to change **Adviser**.
- f) **Insurance Providers** shall only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are reasonable prospects of success.
- g) **You** shall supply all information requested by the **Adviser** and **Us**.
- h) **You** are responsible for any **Advisers' Costs** if **You** withdraw from the **Legal Action** without **Our** prior consent. Any costs already paid under this insurance will be reimbursed by **You**.
- i) **You** must instruct the **Adviser** to provide **Us** with all information that **We** ask for and report to **Us** as **We** direct at their own cost.

##### 3. Disputes

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

##### 4. Reasonable Prospects

At any time **We** may form the view that **You** do not have a reasonable chance of winning the case and achieving a reasonable outcome. If so, **We** may decline support or any further support. In forming this view **We** may consider:-

- a) The amount of money at stake.
- b) Whether a reasonable person without legal expenses insurance would wish to pursue or defend the matter.
- c) The prospects of being able to enforce a judgment.
- d) Whether **Your** interests could be better achieved in another way.

##### 5. English Law

This contract is governed by English Law.

##### 6. Language

The language for contractual terms and communication will be English.

#### CUSTOMER SERVICES INFORMATION

##### How to make a claim

As soon as **You** have a legal problem that **You** may require assistance with under this insurance **You** should telephone the legal helpline.

Simply telephone **0844 770 1040** and quote "**JR Clare Lifestyle**".

In general terms, **You** are required to immediately notify **Us** of any potential claim or circumstances which may give rise to a claim. If **You** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the legal helpline or, if the matter relates to **Identity Theft**, **Our Identity Theft** helpline for assistance.

##### Data Protection Act

**Your** details and details of **Your** insurance cover and claims will be held by **Us** and or the **Insurance Providers** for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.



#### Customer Service

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

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

#### Our contact details are:-

Arc Legal Assistance Ltd  
PO Box 8921  
Colchester CO4 5YD  
Tel 0844 770 9000  
Email: [claims@arclegal.co.uk](mailto:claims@arclegal.co.uk)

#### The Financial Ombudsman Service contact details are:-

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 9SR  
Tel 08000 234 567  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

#### Compensation

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if Arc Legal or Inter Partner Assistance cannot meet their obligations. **Your** entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at <http://www.fscs.org.uk/> or by telephoning 020 7892 7300.

#### Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Services Authority. **Our** FSA Register number is 305958. **Our** permitted business is arranging with a view to transactions in non-investment insurance contracts, arranging (bringing about) non-investment insurance contracts, advising on non-investment insurance contracts, dealing as an agent in non-investment insurance contracts and assisting in the administration and performance of non-investment insurance contracts. **You** can check this on the FSA's register by visiting the website [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting the FSA on 0845 606 1234.

Inter Partner Assistance (IPA) is a branch of Inter Partner Assistance SA (IPA SA) based in Belgium. IPA SA is authorised by the Commission Bancaire, Financiere et des Assurance (CBFA) in Belgium (their regulatory arm) and regulated by the Financial Services Authority here in the UK. Their FSA Register number is 202664. Their regulative activities are Miscellaneous Financial Loss, Legal Expenses and Assistance.

IPA is a member of the Association of British Insurers.

#### IPA address details are:-

Inter Partner Assistance  
The Quadrangle  
106-118 Station Road  
Redhill  
Surrey RH1 1PR  
Registered Branch No: FC008998

## Lifestyle Home Insurance



*LLUC* 

LIFESTYLE & LETSINSURE UNDERWRITING CENTRE



LLUC is a trading name of J R Clare Underwriting Agencies Ltd, Suite 431, Lloyd's, One Lime Street, London, EC3M 7DQ.

LLUC/LSPD/01/11/03