

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, or **you** can phone them on **0845 606 1234**.

Financial Services Compensation Scheme

Great Lakes Reinsurance (UK) PLC is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if Great Lakes Reinsurance (UK) PLC 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, Portsofen Street, London, E1 8BN)** and on their website at 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 Great Lakes Reinsurance (UK) PLC.

The address is: **The Compliance Officer, Great Lakes Reinsurance (UK) PLC, Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. Phone: 020 3003 7000.**

You may be able to refer complaints that cannot be resolved by Great Lakes Reinsurance (UK) PLC to the Financial Ombudsman Service (FOS).

The address is: **The Financial Ombudsman Service, South Quay Plaza II, 183 Marsh Wall, London, E14 9SR** (These procedures do not affect **your** right to take legal action if necessary).

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

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



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: **0870 420 1220** 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 **0870 350 1731** 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	£100 excess applies, other than in respect of subsidence, landslip or heave, where £1,000 excess applies.
Section 2	£100 excess applies.
Sections 3 & 4	No excess applies
Section 5	£100 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 or any **consequential loss**;
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 or any **consequential loss**;
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. due to **consequential loss** of any kind or description.



E Institute Radioactive Contamination Exclusion Clause

This clause shall be paramount and shall override anything contained in this agreement inconsistent therewith:

In no case shall this agreement cover loss damage liability or expense directly or indirectly caused by or contributed to by or arising from

1. ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
2. the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof
3. any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

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 due to 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 a 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	We will not pay
A Accidental breakage of <ol style="list-style-type: none"> 1 fixed glass and double glazing; and 2 sanitary ware; forming part of the buildings which you are legally responsible for as a tenant and do not have other insurance for.	
B Rent you have to pay as occupier if the buildings 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 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 two.	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.
D Your legal responsibility as a tenant for loss or damage to the buildings caused by loss or damage that is covered under section two.	<ol style="list-style-type: none"> a for any amount over 20% of the sum insured under section two for the contents of the buildings damaged or destroyed. b for loss or damage caused by fire, lightning or explosion to the buildings other than to the landlord's fixtures and fittings. c for loss or damage arising from subsidence, heave or landslip.
E Up to £10,000 during the period of insurance for wedding, anniversary, birthday, religious or other celebration gifts bought by you but not yet given (or which have been bought for you).	for loss or damage or any percentage of loss or damage which we specifically exclude elsewhere under section two.
F Up to 25% of the contents sum insured for new items you have bought but which you have not told us about yet.	<ol style="list-style-type: none"> a for loss or damage or any percentage of loss or damage which we specifically exclude elsewhere under section two. b after 60 days of buying the item if you have not told us about doing so.

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



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>We will indemnify you</p> <p>(i) as owner or occupier for any amounts you become legally liable to pay as damages for:</p> <ul style="list-style-type: none"> • bodily injury, • damage to property, <p>caused by an accident happening at the premises during the period of insurance,</p> <p>OR</p> <p>(ii) as a private individual for any amounts you become legally liable to pay as damages for:</p> <ul style="list-style-type: none"> • bodily injury, • damage to property, <p>caused by an accident happening anywhere in the world during the period of insurance.</p>	<p>We will not indemnify you for any liability</p> <p>a for bodily injury to</p> <ol style="list-style-type: none"> 1 you; 2 any other permanent member of the home; 3 any person who at the time of sustaining such injury is engaged in your service. <p>b for bodily injury 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"> 1 you, 2 any other permanent member of the home, 3 any person engaged in your service. <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 period of insurance.</p> <p>e arising directly or indirectly out of any profession, occupation, business or employment.</p> <p>f which you 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>We will indemnify you</p>	<p>We will not indemnify you for any liability</p> <p>h arising out of your ownership, possession or use of: any motorised or horsedrawn vehicle other than:</p> <ul style="list-style-type: none"> • domestic gardening equipment used within the premises; and • pedestrian controlled gardening equipment, electric wheelchairs or items designed for a child's use whilst elsewhere. <ol style="list-style-type: none"> 1 any power-operated lift other than those designed for and used by the disabled or infirm, 2 any aircraft or watercraft other than manually operated rowing boats, punts or canoes, 3 any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991. <p>i in respect of any kind of pollution and/or contamination other than:</p> <ol style="list-style-type: none"> 1 caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the premises named in the schedule; and 2 reported to us not later than 30 days from the end of the period of insurance, <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 your ownership, occupation, possession or use of any land or building that is not within the premises.</p> <p>k if you are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted.</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.

Limit of insurance

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





This is a separate insurance contract and **you** should read it independently of **your** Lifestyle Home Insurance document

This insurance is managed by **Arc** Legal Assistance Limited and provided by Inter Partner Assistance SA.

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 or there is a conflict of interest.

If following the start of court proceedings or a conflict of interest, **you** want to use an **adviser** of **your** own choice **you** will be responsible for any **advisers' costs** over **Arc's standard advisers' costs**.



The insurance covers **advisers' costs**, and other costs and expenses as shown under section 3, up to the **limit of indemnity** if:-

- 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

Wherever the following words appear they will have the meanings shown below:-

Adviser	Our specialist panel solicitors or their agents appointed to act for you , if court proceedings have been started or there is a conflict of interest, another legal adviser you have chosen and we agree to.
Advisers' costs	Reasonable legal or accountancy fees and other costs the adviser charges with our written permission. We will assess the legal costs on the standard basis and anyone else's costs if awarded against you and paid on the standard basis of assessment.
We, us, our	Arc Legal Assistance Limited who have arranged this insurance and dealt with it on behalf of the insurance providers .
Computer	Any computer or other device for processing electronic information, 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.
Domestic employee	A person who is employed to carry out domestic duties in your household.
Excess	The amount that you must pay towards the cost of any claim.
Home	The private premises of standard construction and the garages and outbuildings used for domestic purposes at the premises shown in the schedule.
Identity fraud	A person or group of people knowingly using your identity without your knowledge or authorisation with aim of committing an illegal act.
H M Revenue & Customs enquiry	An enquiry under Section 9A of the Taxes Management Act 1970 into your PAYE income or gains.

Insured incident

The incident or the first of a series of incidents which may lead to a claim under this insurance. **We** will treat only one **insured incident** to have arisen from all causes of action, incidents or events that are related by cause or time. In a claim arising from **identity fraud** the **insured** incident is a single act or series of acts against **you** by one person or group of people and is considered to be one **identity fraud**.

Insured period

One year from the start or renewal date shown on **your** insurance schedule.

You / your

Any person who has paid the premium. Cover also applies to **your** family members normally living with **you**. If **you** die, **your** personal representatives will be covered to pursue or defend on **your** behalf cases covered by this insurance on **your** behalf that arose before **your** death.

Limit of indemnity

The most **we** will pay for an **insured incident**.

Legal action

Taking or defending civil legal cases for damages or injunctions, defending criminal prosecutions to do with **your** employment and defending motor prosecutions.

Standard advisers' costs

The level of **advisers' costs** that **we** would normally pay in using an **adviser we** have chosen.

Territorial limits

Great Britain, Northern Ireland, The Isle of Man and the Channel Islands.

Insurance providers

Inter Partner Assistance SA who are a totally owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.



a Cancellation

You may cancel this insurance at any time by writing to **your** insurance advisor giving 14 days written notice.

We or **your** insurance advisor may cancel the insurance by giving 14 days notice in writing to **you** at the address shown on the schedule, or another **you** have provided. **We** will not refund any premium.

b Claims

1. **You** must tell **us** about claims as soon as reasonably possible and within 180 days of the incident for claims made under Sections 1 & 2 and within 45 days of the incident for claims made under Section 3. **We** will give **you** a claim form which **you** must return as soon as possible with all relevant information.
2. **We** may investigate the claim and take over the **legal action** in **your** name. **We** may settle the **legal action**, if **you** agree to this.
3. **You** must supply, at **your** own expense, all of the information which **we** reasonably need to decide whether **we** can accept a claim. If court proceedings are needed or there is a conflict of interest, and **you** want to choose an **adviser** to act for **you**, **you** may do so. If **you** have chosen to use **your** own **adviser**, **you** will be responsible for any **advisers' costs** over **our standard advisers' costs**. The **adviser** must:-
 - a confirm in writing that they will allow **you** to keep to **your** obligations under this insurance:-
 - b agree with **us** the rate at which they will work out their costs. If **we** cannot agree with **you**, the Law Society will be asked to choose an **adviser** and **you** and **we** must accept their decision.
4. The **adviser** will:-
 - a Provide a detailed view of **your** prospects of success including the prospects of enforcing any judgement;
 - b keep **us** fully advised of all developments and provide any information as **we** may need;
 - c keep **us** regularly advised of their **costs**;
 - d send **us** bills for the appropriate organisation to assess if **we** ask;
 - e try to recover costs from other people; and
 - f tell **us** about any offers to settle and payments into court. If, against **our** advice, **you** do not accept offers or payments, there will be no further cover for **advisers costs** unless **we** agree to allow the case to go ahead.
5. If there is a dispute about the **advisers' costs**, **we** may need **you** to change **adviser**.
6. The Insurance providers will only be liable for costs for work **we** have authorised in writing while there are chances of success.
7. **You** must give **us** all information **we** and the **adviser** ask for.
8. **You** are responsible for any **adviser's costs** if you withdraw from the **legal action** without **our** permission.
9. **You** must refund to **us** any costs **we** have already paid.

c) Disputes

Any dispute between **you** and **us** will be referred to an arbitrator who will be either a solicitor or a barrister. If **we** and **you** cannot agree on the choice of arbitrator, the Law Society will choose. The arbitration will be binding and carried out under the Arbitration Act. The arbitrator decide who pays the costs of the arbitration.

d) Reasonable Prospects

At any time **we**, on behalf of the **insurance providers**, may decide that **you** do not have a reasonable chance of winning the case and achieving a reasonable outcome. If so, **we** may refuse support or any further support. In forming this view **we** may take account of:-

- 1 the amount of money at stake;
- 2 the fact that a reasonable person without legal costs insurance would not want to pursue or defend the matter;
- 3 the prospects of being able to enforce a judgement; or
- 4 the fact that **your** interests could be better achieved in another way.

e) English Law

This contract is governed by English Law.

f) Language

This contract will be handled in English.

a There is no cover if:-

- the **insured incident** began to start or had started before **you** bought this insurance;
- **you** should reasonably have realised when buying this insurance that a claim under this insurance might be made;
- a reasonable estimate of **your advisers' costs** is more than the amount in dispute;
- **you** fail to give full information to **us** or to the **adviser**;
- something **you** do or fail to do puts your position or the position of the **insurance providers** at a disadvantage in connection with the **legal action**; or
- **your advisers' costs** or any other costs and expenses have not been agreed beforehand or are above those for which **we** have given **our** written approval.

b 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;
- **computer** software other than proprietary-packaged software that has not been tailored to **your** needs;
- work undertaken or to be carried out by or under the order of any government or public or local authority;
- planning law;
- constructing buildings or altering their structure.
- libel, Slander or similar;
- a dispute between **you** and someone **you** live with or have lived with;
- the Equal Pay Act 1970 and any related legislation;
- a lease or licence to use property or land;
- a venture for gain by **you** or **your** business projects;
- a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled;
- a dispute between people insured under this policy;
- medical or clinical treatment, advice, help or care;
- stress, psychological or emotional injury;
- illness, personal injury or death which is caused gradually or is not caused by a specific event;
- a dispute with an employer or ex-employer unless it is followed up in an employment tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man);
- an application for a judicial review;
- an allegation of miss-selling or mismanagement of financial services or products.

c There is no cover for the following:-

- for **your advisers' costs** or any other costs **you** have to pay in correspondence which isn't absolutely necessary for which **you** can get back from a court, tribunal or someone else if they are not reasonable or necessary.
- for the amount of **your advisers' costs** over **our standard adviser's costs** if **you** have decided to use an **adviser** of **your** own choice.
- for damages, interest, fines or costs awarded against **you** in a criminal court.
- where **you** have other legal costs insurance cover.
- for claims for loss or damage if that loss or damage is covered under another insurance policy.
- for claims made by or against **your** insurance advisor, the **insurance providers**, the **adviser** or **us**.
- for defending **legal action** arising from anything **you** did deliberately.
- for any contract dispute under Section 1A or 2C if the amount is less than £250 plus VAT.



- For claims under Section 2E if:-
 - untrue statements have deliberately been made to the authorities;
 - the Special Compliance Officer is investigating **your** affairs;
 - accountancy fees relating to **your** business trade or profession are questioned; or
 - income or gains have not been declared because of false representations or statements by **you**.
- For appeals without **our** prior written permission.
- For any claim under Section 1C where the contract is alleged to have happened or to have continued after **your** employment ends.
- Before **we** issue court proceedings, for the costs of any legal representative other than those of the **adviser** unless **we** agree. **We** will decide whether to agree.
- For any costs which **you** have to pay and want to recover which **you** cannot prove with documentary evidence.

d Contracts (Rights of Third Parties) Act 1999

A person who is not directly involved in this contract 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 right anyone else has other than because of this act.

You are covered for **your advisers' costs** to do the following:-

- A **We** will cover **legal action** if a contract **you** have for buying or renting goods or services for **your** private use is broken by the person or organisation that **you** have the contract with. This includes buying **your** home. The contract must have been made after **you** first bought this insurance and, for disputes over buying **your** home, the property must have been bought at least 180 days after **you** first bought this insurance or similar insurance which ended immediately before this insurance began.
- B **We** will cover claims for financial compensation for damages following an accident resulting in personal injury or death against the person or organisation directly responsible.
- C **We** will cover 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 breaking your contract of employment.
The event where **your** employer or ex-employer broke the contract must have happened at least 90 days after **you** first bought this insurance or similar insurance which ended immediately before this insurance began.
- D **We** will cover action for nuisance or trespass against the person or organisation who has broken **your** legal rights in relation to **your** home. This section does not cover divorce or matrimonial matters. The nuisance or trespass must have started at least 180 days after **you** first bought this insurance or similar insurance which ended immediately before this insurance began.
- E **We** will cover claims for financial compensation for damages against a person or organisation who causes physical damage to **your** home. The damage must have been caused after **you** first bought this insurance.

Limit of cover

The most **we** will pay for all claims resulting from one or more event arising at the same time or from the same cause is £75,000.

Excess which applies: For all but item D, there is no excess to pay. For item D the excess is £200.



You are covered for the following:-

- A **We** will cover **your advisers' costs** to defend **your** legal rights 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.

There is no cover to defend criminal prosecutions alleging dishonesty or deliberate violence.

- B **We** will cover **your advisers' costs** to defend **your** legal rights if an event leads to **your** prosecution for an offence connected with using or driving of a motor vehicle.

There is no cover for alleged road-traffic offences if **you** did not hold (or were disqualified from holding) a licence to drive or if **you** are being prosecuted for driving while under the influence of drink or non-prescribed drugs.

- C **We** will cover **your advisers' costs** to defend **legal action** brought against **you** if a contract **you** have for selling goods for the private and personal use of another person is broken. This includes selling **your** home. The contract must have been made after **you** first bought this insurance and, for disputes over selling **your** home, the sale must have begun at least 180 days after **you** first bought this insurance or similar insurance which ended immediately before this insurance began.

- D **We** will cover **your 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 a **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 sexualuality 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.

- E **We** will cover accountancy fees if H M Revenue & Customs make an **H M Revenue & Customs enquiry** into your personal income tax position. This cover applies only if **you** have:-

1. kept proper, complete, truthful and up-to-date records;
2. made all returns at the right time without having to pay any penalty; and
3. provided all information that the H M Revenue & Customs reasonably need.

Limit of cover

The most **we** will pay for all claims resulting from one or more event arising at the same time or from the same time or from the same cause is £75,000.

Excess which applies: There is no excess.

For insured incidents arising from identity fraud, you are covered for:-

- A **your advisers' costs** to defend **legal action** arising from claims against **you**, to reverse incorrect judgements made against **you** and to challenge a consumer credit-rating or to witness your signature;
- B repeat charges when **you** apply for credit again after being originally rejected;
- C costs **you** have to pay to send correspondence by recorded delivery and phone calls to financial institutions, credit-rating agencies or the police; and
- D lost earnings **you** have to pay as a result of having to meet with financial institutions, credit-rating agencies or the police.

Limit of cover

The most **we** will pay for all claims resulting from one or more event arising at the same time or from the same cause is £15,000.

Excess which applies: There is no excess.



Legal and tax advice line

Use the 24-hour advisory service for advice on any private legal or tax problem which concerns **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 advice line will ask **you** to fill in a claim form. If **your** problem is not covered under this insurance, the advice line may be able to offer **you** help under a private funding arrangement.

Simply phone **0844 770 1040**

Domestic helpline

Use the 24-hour helpline following an emergency in the home for which **you** need the help of a tradesman.

The helpline will find and send an approved tradesman to **your** home. **You** will be responsible for their charges.

If appropriate, we may provide technical advice instead over the phone so you can deal with the problem yourself.

Simply phone **0844 770 1041**

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 phone **0800 174 319**

How to make a claim

As soon as **you** have a legal problem that **you** may need help with under this insurance, **you** should phone the legal advice line.

In general terms, **you** must immediately let **us** know about any potential claim or circumstances which may give rise to a claim. If **you** are in doubt whether **you** need to give **us** notice, contact the legal advice line or, if the matter relates to **identity fraud**, our **identity fraud** helpline on **0844 770 1044** for help.

Data Protection Act

We and the **insurance providers** will hold **your** details and details of **your** insurance cover and claims for underwriting, processing, claims handling and preventing fraud. **We** will keep to the conditions of the Data Protection Act 1998 at all times.

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 **we** have not yet sorted the complaint out yet plus an idea 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 idea 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
Lodge House
Lodge Lane
Langham
Colchester
CO4 5NE

Phone: 0844 770 9000

Email: enquiries@arclegal.co.uk

The Financial Ombudsman Service contact details are:

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

Phone: 0845 080 1800

Email: 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 **we** or Inter Partner Assistance cannot pay all claims. **Your** entitlement to compensation will depend on the circumstances of the claim. **You** can get more information about the compensation scheme from <http://www.fscs.org.uk/> or by phoning 020 7892 7300.



Authorisation

We are authorised and regulated by the Financial Services Authority. Our FSA Register number is 305958.

We are allowed to:

- sell non-investment insurance contracts;
- arrange (bringing about) non-investment insurance contracts;
- advise on non-investment insurance contracts;
- deal as an agent in non-investment insurance contracts; and
- help in managing non-investment insurance contracts.

You can check this on the FSA's register by visiting the website at www.fsa.gov.uk/register or by phoning them 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 (the organisation which regulates insurers) and regulated by the Financial Services Authority here in the UK. Their FSA Register number is 202664. Their activities are miscellaneous financial loss, legal expenses and assistance.

IPA is a member of the Association of British Insurers.

Their address is:

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

Other legal services

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

- legal costs arising from selling or buying the home and re-mortgaging;
- divorce and child-custody issues; and
- wills and probate.

To help **you** deal with these and other matters which may arise, **we** can give **you** access to discounted legal services provided by **Arc** with Irwin Mitchell Solicitors. Irwin Mitchell are one of the country's leading law firms with expertise in all areas.

If **you** would like to use the service, please contact the number below for a free consultation. Irwin Mitchell will give **you** a quotation for the likely cost of their representation and it will then be **your** decision whether **you** appoint them to act for **you**.

For a cost free initial consultation, phone the legal advice line on **0844 770 1040**

Lifestyle Home Insurance



