



think... Solutions Home Insurance Insurance Policy



think... Solutions

WELCOME!

Thank You for choosing Think e-Trading to provide Your Home Insurance

This is **Your** Home Insurance Policy Booklet, setting out **Your** insurance protection in detail. The Policy Booklet must be read together with the Policy **Schedule** and Statement of Facts as one document. It is an important document so **You** should keep it somewhere safe - **You** will need it if **You** need to make a claim.

Please read it carefully to make sure that it meets **Your** requirements and that the details on the Policy **Schedule** and Statement of Facts are correct.

Your premium has been based upon the information shown in the Policy **Schedule** and recorded in **Your** Statement of Facts.

If after reading **Your** Policy Booklet **You** have any questions, any details are incorrect or the Policy does not provide the cover **You** need then **You** must contact **Your** insurance advisor immediately.

Your insurance relates only to those sections of the Policy which are shown in the **Schedule** as being **INCLUDED**.

This Policy is administered by Think e-Trading a trading name of Heath Lambert Limited acting as an agent on behalf of a select panel of UK leading Insurers. The insurer that is providing **Your** Think e-Trading Home Insurance Policy can be found in **Your** Policy **Schedule**.

USEFUL TELEPHONE NUMBERS

This information can be found on **Your** Policy **Schedule**.

Please note all calls are recorded for training and monitoring purposes and are charged at the national standard rate.

How to make a claim

If **You** need to make a claim, please contact **Us** straightaway by calling the telephone number printed on **Your** Policy Schedule and have **Your** Policy Number to hand when calling. **Your** Policy Number appears on the top left corner of **Your** Policy **Schedule** and **Your** Statement of Facts.

Please also refer to the Policy Conditions Section 2 "Claims" at the back of **Your** Policy for full details of **Your** duties and how **We** deal with **Your** claim.

YOUR POLICY BOOKLET

Your Policy Booklet is made up of individual Sections. This booklet should be read together with **Your** current Policy **Schedule** for precise details of **Your** insurance protection. **We** have also included (under Important Information) details of **Your** right to cancel this Policy and also what to do if **You** have a complaint.

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IMPORTANT INFORMATION

The contract of insurance

This Policy is a contract of insurance between **You** and **Us**. The following elements form the contract between **You** and **Us**, please read them and keep them safe:

- **Your** Policy Booklet
- information contained on **Your** Statement of Facts documents issued by **Us**
- **Your Schedule** and any **Endorsements** shown on it
- any changes to **Your** Home Insurance Policy contained in notices issued by **Us** at renewal.

In return for **You** paying **Your** premium, **We** will provide cover shown in **Your Schedule** on the terms and conditions of this Policy Booklet during the **Period of Insurance**.

Our provision of insurance under this Policy is conditional upon **You** observing and fulfilling the terms, provisions, conditions and clauses of this Policy Booklet.

Information and changes We need to know about

You must take reasonable care to provide complete and accurate answers to the question **We** ask when **You** take out, make changes to, and renew **Your** Policy.

Please tell **Your** insurance advisor to let **Us** know if there are any changes to the information set out in the Statement of Facts or on **Your Schedule**. **You** must also tell **Us** about the following if they represent a change or a fact **You** have not already told **Us** about:

- any intended alteration to, extension to or renovation of **Your** property. However **You** do not need to tell **Us** about internal alterations to **Your** property unless the value of the work is over £25,000 or **You** are creating an additional **Bedroom**, bathroom or shower room,
- any change to people insured, or to be insured,
- any change or addition to the **Contents** or the property to be insured that results in the need to increase the amounts insured or the limits that are shown on **Your** Policy **Schedule**,
- if **Your** property is to be lent, let, sub-let, or used for business purposes (other than occasional clerical work),
- if **Your** property is **Unoccupied**,
- if any member of **Your** household or any person to be insured on this Policy is charged with, or convicted of a criminal offence (other than motoring offences).

If **You** are in doubt, please contact **Your** insurance advisor.

When **We** are notified of a change, **We** will tell **Your** insurance advisor if this affects **Your** Policy, for example whether **We** are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to **Your** policy.

If the information provided by **You** is not complete and accurate:-

- **We** may cancel **Your** Policy and refuse to pay any claim, or
- **We** may not pay any claim in full, or
- **We** may revise the premium and/or change any **Excess**, or
- the extent of the cover may be affected.

Choice of Law

The law of England and Wales will apply to this contract unless:

- **You** and **We** specifically agree otherwise; or
- at the date of the contract **You** are a resident of (or, in the case of a business, the registered office or principal place of business is situated in) Scotland, Northern Ireland, the Channel Islands or the Isle of Man, in which case (in the absence of agreement to the contrary) the law of that country will apply.

Use of Language

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

Customers with Disabilities

This Policy and other associated documentation are also available in large print, audio and Braille. If **You** require any of these formats, in the first instance please contact **Your** insurance advisor.

Your right to cancel

You have a statutory right to cancel **Your** Policy within 14 days from the day of purchase or renewal or the day **You** receive **Your** Policy, whichever is the later ("cooling off period").

By exercising **Your** right to cancel, **You** withdraw from the contract of insurance as at the date of such notice.

If **You** cancel before the insurance commences **You** will be refunded any premium **You** have paid.

If **Your** request for cancellation is received after the inception (starting) date of the Policy, **You** will be entitled to a refund of any premium **You** have paid, less a deduction for the time **You** have been on cover, unless **You** have made a claim during the current **Period of Insurance**. This will be calculated in proportion to the period **You** have received cover.

If **You** do not exercise **Your** right to cancel within the cooling off period, the Policy will remain in force and all premiums will be payable in accordance with the terms of the Policy.

To exercise **Your** right to cancel please contact **Your** insurance advisor.

For **Your** cancellation rights outside the statutory cooling off period, please refer to the Policy Conditions Section of **Your** Policy Booklet.

What to do if You have a complaint

Our promise of service

Our goal is to provide excellent service to all **Our** customers, but **We** recognise that things do go wrong occasionally. **We** take all complaints **We** receive seriously and aim to resolve all **Our** customers' problems promptly. To ensure that **We** provide the kind of service **You** would expect **We** welcome **Your** feedback and **We** will record and analyse **Your** comments to make sure **We** continually improve the service **We** offer.

Making a complaint

If **You** are unhappy with any aspect of the handling of **Your** insurance **We** would encourage **You**, in the first instance, to seek resolution by contacting:

Managing Director
Think e-Trading
St Mark's Court
North Street
Horsham
West Sussex
RH12 1RZ

Telephone: 0845 00 00 832
Email: complaints@thinketrading.com

Please quote **Your** Policy number and/or claims number (where applicable) in all correspondence.

If **You** are unhappy with the outcome of **Your** complaint, **You** may refer the matter to the Financial Ombudsman Service at:

The Financial Ombudsman Service (FOS)
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Telephone: 0800 023 4567 (free from landlines) or
0300 123 9123 (free from most mobile phones)
Email: complaint.info@financial-ombudsman.org.uk

Or simply log onto their website at www.financial-ombudsman.org.uk

Whilst **We** are bound by the decision of the Financial Ombudsman Service, **You** are not. Following the complaints procedure does not affect **Your** right to take legal action.

What happens if You complain

- **We** will acknowledge **Your** complaint promptly.
- **We** aim to resolve complaints as soon as quickly as possible.

Most of **Our** customers' concerns can be resolved quickly, but occasionally more detailed enquiries are needed. If this is likely, **We** will contact **You** with an update within 10 working days of receipt and give **You** an expected date of response.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). If **We** cannot meet **Our** obligations, **You** may be entitled to compensation under the FSCS. Further information about the FSCS and the criteria under which **You** may be entitled to compensation is available on the FSCS website at www.fscs.org.uk or by writing to The Financial Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

How much cover do You need?

While **Your** insurance advisor can guide **You**, it is **Your** responsibility to make sure that the amount of insurance cover **You** buy represents the full value of **Your** property.

For **Buildings** cover the value must represent the full cost of rebuilding the **Buildings** including any extra costs that may be involved such as demolition, architect's and surveyor's fees and any additional costs in meeting local authority requirements.

For **Contents** and **Personal Possessions** the value must represent the full cost of replacing all the property as new, other than clothing and linen where **We** may make a deduction for wear and tear and the resultant loss in value.

The maximum amount that **We** will pay in the even of a claim is the **Sum Insured** so it is very important that **You** insure **Your** property for the full amount of its value.

Property maintenance

It is **Your** responsibility to maintain and look after **Your** property. **Your** Policy is intended to provide **You** with cover against events that are sudden and unforeseen, for example fire or flood. It will not cover **You** for damage that happens gradually over time like damp, or rot, or for damage caused by wear and tear, or for, general maintenance costs such as repairs to defective rendering or general roof repairs.

Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this insurance has no right under the Contract (Rights of Third Parties) Act 1999 to enforce any terms of this insurance. This shall not affect any right or remedy of a third party which exists or is available apart from this Act.

Data Protection Act 1998

It is understood by **You** that any information provided to **Us** regarding **You** will be processed by **Us** for the purposes of providing insurance and handling any claims which may necessitate providing such information to third parties. **We** will ensure that **Your** data is protected at all times and handled in accordance with the provisions of the Data Protection Act 1998.

In order to prevent and detect fraud **We** may at any time:

- share information about **You** with other organisations and public bodies including the police;
- check and/or file **Your** details with fraud prevention agencies and databases, and if **You** provide **Us** with false or inaccurate information and **We** suspect fraud, **We** will record this. **We** and other organisations may also search these agencies and databases to:
- help make decisions about the provision and administration of insurance, credit and credit related services for **You** and members of **Your** household;
- trace debtors or beneficiaries, recover debt, prevent fraud and to manage **Your** insurance policies;
- check **Your** identity to prevent financial crime, unless **You** furnish **Us** with satisfactory proof of identity;
- undertake credit searches and additional fraud searches.

On request, **We** can supply further details of the databases **We** access or contribute to.

POLICY DEFINITIONS

Wherever the following words or phrases appear in this Policy they will have the meanings defined below. A defined word will start with a capital letter and will be printed in bold (e.g. **You**).

Accidental Damage

Damage caused suddenly and unexpectedly by an outside force.

Bedroom

A room originally designed as a **Bedroom** even if it is now used for other purposes.

Bodily Injury

Bodily Injury includes death or disease.

British Isles

The United Kingdom, Republic of Ireland, the Channel Islands and the Isle of Man.

Buildings

- the **Home** and its decorations;
- fixtures and fittings attached to the **Home**;
- permanently installed swimming pools (but not swimming pool covers), professionally installed solar panels, professionally installed wind turbines, tennis courts, drives, patios and terraces, walls, gates and fences and fixed fuel tanks;

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

Business Equipment

Computers, keyboards, printers, desktop publishing units, multi-user small business computers, photocopiers, computer-aided design equipment, and other office equipment owned by **You** and used in connection with a business that **You** run from the **Home** shown as the risk address in the **Schedule**.

Contents

Household goods and personal property, within the **Home**, which are **Your** property or which **You** are legally responsible for:

This includes:

- tenant's fixtures and fittings;
- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **Home**;
- property in the open but within the boundary of the **Home** up to £1,000 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the **Home**);
- deeds and registered bonds and other personal documents up to £1,000 in total;
- domestic oil in fixed fuel oil tanks up to £1,000.

The definition of **Contents** does NOT include:

- motor vehicles (other than domestic garden machinery and pedestrian controlled models or toys), caravans, trailers or watercraft, or aircraft or their accessories;
- any living creature
- trees, bushes, plants or shrubs other than those normally kept in the **Home**;
- any part of the **Buildings**;
- any property held or used for business purposes other than **Business Equipment** up to £5,000 in total;
- any property insured under any other insurance.

Credit Cards

Credit Cards, charge cards, debit cards, bankers cards and cash dispenser cards issued in the United Kingdom, belonging to **You** and held for private or domestic purposes.

Downloads

Software or files legally downloaded and stored on any computer or home entertainment equipment.

Endorsement

A change in the terms and conditions of this insurance as shown on **Your Schedule**.

Excess

The amount **You** will have to pay towards each separate claim. The details of **Your Excess** will be shown on the **Schedule**.

Heave

Upward movement of the ground beneath the **Buildings** as a result of the soil expanding.

Home

The property, the garages and any outbuildings used for domestic purposes at the address shown in the **Schedule**.

Landslip

Downward movement of sloping ground.

Money

Current legal tender, cheques, postal and money orders including:

- (a) postage stamps not forming part of a stamp collection;
- (b) savings stamps and savings certification, travellers' cheques;
- (c) premium bonds, luncheon vouchers and gift tokens;

all held for private or domestic purposes.

Period of Insurance

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

Each renewal represents the start of a new **Period of Insurance**.

Personal Possessions

Clothing, baggage, guns, sports equipment and other similar items normally worn, used or carried about the person and all of which belong to **You**.

Personal Possessions does NOT include:

- a. **Money** and **Credit Cards**;
- b. Unspecified pedal cycles over £500 in value either individual cycles or collectively. Pedal cycles in excess of £500 must be specified.

Sanitary Ware

Washbasins, sinks, bidets, toilet pans and cisterns, shower trays, shower screens, baths and bath panels.

Schedule

The **Schedule** forms part of this Policy and contains details of the **Home**, the **Sums Insured**, the **Period of Insurance**, and the sections of this insurance which apply.

Settlement

Downward movement of the land beneath the **Buildings** as a result of compaction due to the weight of the **Buildings**.

Subsidence

Downward movement of the land beneath the **Buildings** that is not a result of **Settlement**.

Sum Insured

The amount shown on the **Schedule** as the most **We** will pay for claims resulting from one incident unless otherwise stated in this Policy Booklet or on the **Schedule**.

Unfurnished

Not furnished adequately for normal living purposes.

Unoccupied

Not lived in by **You** (or by any other person to whom **You** have given **Your** permission) for 60 consecutive days.

Valuables

- (a) jewellery;
- (b) furs;
- (c) gold, silver, gold and silver plated articles or other precious metals
- (d) works of art

Unless otherwise specified in the **Schedule** the maximum that **We** will pay in respect of **Valuables** is as follows:

- a. If the **Home** has 1 or 2 **Bedrooms** £10,000
- b. If the **Home** has 3 **Bedrooms** £12,500
- c. If the **Home** has 4 **Bedrooms** £15,000
- d. If the **Home** has 5 **Bedrooms** £17,500

We will not pay more than £2,000 in respect of any one single article.

We / Us / Our / Insurer(s)

The **Insurer(s)** whose identity is stated in the **Schedule**.

You / Your / The Policyholder

The person or persons named in the **Schedule**, their domestic partner and all members of their family (or families) who are permanently living with them including any foster children who live with them.

SECTION 1: BUILDINGS

(This Section only applies if stated as INSURED in the **Schedule**.)

A Cover

We will pay for loss or damage to the **Buildings** caused by any of the following:

- 1. fire, smoke damage, lightning, explosion or earthquake;

We will NOT pay for loss or damage:

- a. to anything that happens gradually.
- 2. aircraft and other flying devices or items dropped from them;
- 3. storm, flood or weight of snow;

We will NOT pay for loss or damage:

- a. to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, hedges, gates and fences.
- 4. escape of water from, or frost damage to, fixed water tanks, apparatus or pipes;

We will NOT pay for loss or damage:

- a. to swimming pools;
- b. while the **Buildings** are **Unfurnished**;
- c. while the **Buildings** are **Unoccupied**;
- d. caused by the failure or lack of grout and/or sealant.

5. escape of oil from a fixed domestic oil-fired heating installation or smoke damage caused by a fault in any fixed domestic heating installation;

We will NOT pay for loss or damage:

- a. due to wear and tear or anything that happens gradually;
- b. to domestic fixed fuel-oil tanks;
- c. caused by faulty workmanship;
- d. while the **Buildings** are **Unfurnished**;
- e. while the **Buildings** are **Unoccupied**.

6. theft or attempted theft;

We will NOT pay for loss or damage:

- a. while the **Buildings** are **Unfurnished**;
- b. while the **Home** is lent, let or sub-let unless there is physical evidence of violent and forcible entry;
- c. while the **Buildings** are **Unoccupied**;
- d. caused by **You**, paying guests or tenants.

7. collision by any vehicle or animal;

We will NOT pay for loss or damage:

- a. caused by domestic pets.

8. (i) riot, civil unrest, strikes and labour or political disturbances;

We will NOT pay for loss or damage:

- a. while the **Buildings** are **Unfurnished**;
- b. while the **Buildings** are **Unoccupied**.

- (ii) malicious acts;

We will NOT pay for loss or damage:

- a. while the **Buildings** are **Unfurnished**;
- b. while the **Buildings** are **Unoccupied**;
- c. caused by **You**, paying guests or tenants.

9. **Subsidence, Heave** or **Settlement** of the land that the **Buildings** stand on, or **Landslip**;

We will NOT pay for loss or damage:

- a. to domestic fixed fuel oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences;
(However, **We** will pay if **We** accept a claim for **Subsidence, Heave** or **Landslip** damage to the **Home**.)
- b. to solid floors;
(However, **We** will pay if the load bearing walls of the **Home** are damaged at the same time by the same event.)
- c. arising from faulty design, specification, workmanship or materials;
- d. which compensation has been provided for or would have been but for the existence of this insurance under any contract or guarantee or by law;
- e. caused by coastal erosion;

- f. whilst the **Buildings** are undergoing any structural repairs, alterations or extensions;
- g. as a result of the action of chemicals on, or the reaction of chemicals with any materials which form part of the **Buildings**;
- h. if **You** knew when this Policy started that any part of the **Buildings** had already been damaged by **Subsidence, Heave** or **Landslip**;
(However, **We** will pay if **You** told **Us** about this and **We** accepted it.)
- i. caused by normal **Settlement** or shrinkage, or by recently placed infill materials moving up.

10. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts;

We will NOT pay for loss or damage:

- a. to radio and television aerials, satellite dishes, their fittings and masts.

11. falling trees, telegraph poles or lamp-posts;

We will NOT pay for loss or damage:

- a. caused by trees being cut down or cut back within the boundary of the **Home**;
- b. to gates and fences.
(However, **We** will pay if the **Home** is damaged at the same time by the same event.)

B Exclusions

Please note the following Exclusions apply to this entire Section.

We will NOT pay for:

- a. anything contained within the General Exclusions Section;
- b. the **Excess** specified in the **Schedule**;
- c. wet or dry rot. (However, **We** will pay if damage occurs as a direct result of a claim **We** have paid and the repair has been carried out by **Our** approved contractor.)

C Extensions

1. Underground Services

We will pay for the cost of repairing **Accidental Damage** to:

- (a) domestic oil pipes;
- (b) underground water-supply pipes;
- (c) underground sewers, drains and septic tanks;
- (d) underground gas pipes;
- (e) underground cables;

which **You** are legally responsible for.

We will NOT pay for loss or damage:

- a. due to wear and tear or anything that happens gradually.

2. Loss of Metered Water

We will pay for increased metered water charges **You** have to pay following an accidental escape of water discharged from a metered water system providing service to the **Home**.

The maximum that **We** will pay is £2,000 in any one **Period of Insurance**.

3. Trace and Access

We will pay for:

- (a) reasonable costs and expenses incurred in tracing the source of damage caused by the escape of water from any tank, apparatus, pipe or fixed heating systems in the **Home**;
- (b) any repairs directly arising from (a).

The maximum that **We** will pay if £5,000 in any one **Period of Insurance**.

4. Loss of Rent and Alternative Accommodation

If the **Home** is damaged by any cause covered under this Section and, as a result, cannot be live in, **We** will pay for:

- (a) loss of rent due to **You** which **You** are unable to recover;
- (b) any reasonable costs of alternative accommodation;

until the **Home** is ready to be lived in.

The maximum that **We** will pay is £50,000 in any one **Period of Insurance**.

5. Damage caused by Emergency Services

We will pay for costs and expenses incurred following loss or damage caused by the emergency services in gaining access to the **Home** in the course of their duty to safeguard life or property.

6. Damage to Gardens

We will pay for trees, shrubs, plants and lawns following loss or damage insured under this Section.

We will NOT pay for loss or damage:

- a. caused by domestic pets, animals, wildlife, birds, insects, vermin, fungus or frost;
- b. to trees, shrubs, plants and lawns dying naturally or because **You** haven't looked after them properly;
- c. to trees, shrubs, plants and lawns on land not belonging to the **Home**;
- d. while the **Buildings** are **Unfurnished**;
- e. while the **Buildings** are **Unoccupied**.

The maximum that **We** will pay is £5,000 in any one **Period of Insurance**.

7. Professional Fees and Other Expenses

We will pay for:

- (a) architects', surveyors' and consulting engineers' fees;
- (b) the cost of removing debris and demolishing or supporting the damaged parts of the **Buildings**, which **We** have agreed to pay;
- (c) costs **You** have to pay in order to comply with any Government or local authority requirements;

incurred in reinstating or repairing the **Buildings** following damage insured under this Section.

We will NOT pay for:

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

8. Selling Your Home

If **You** enter into a contract to sell **Buildings** insured by this Policy, and they are destroyed or damaged prior to the sale being completed, the buyers will be entitled to any benefit from this insurance for the damage once the sale has been completed.

This will not apply if any other insurance has been arranged by or on behalf of the buyer.

9. Property Owner's Liability

We will pay for all amounts **You** become legally liable for as owner of the **Buildings** as a result of:

- (a) **Bodily Injury**;
- (b) accidental loss of or damage to property;

happening during the **Period of Insurance** and arising:

- i. from **Your** ownership of the **Buildings**;
- ii. under Section 3 of the Defective Premises Act 1972 (or the Defective Premises Northern Ireland Order 1975) for any **Home You** previously owned and occupied or leased and occupied.

If the **Buildings** Section of this Policy is cancelled or ends, this Defective Premises Act cover will continue for seven years for any **Home** insured by this Section before the cover was cancelled or ceased.

The maximum **We** will pay in respect of any one occurrence is £2,000,000.

We will also pay all **Your** costs and expenses that **We** have agreed to in writing.

Defective Premises Act 1972

The Defective Premises Act 1972 imposes duties in connection with the provision of dwellings and imposes liability for injury or damage caused to persons through defects in the state of premises. Section 3 of the Defective Premises Act 1972 (or Northern Ireland Section 5 Defective Premises Order 1975) extends the duty of care in certain circumstances after the dwellings have been disposed of. For further guidance please see the Office of Public Sector information website (www.legislation.gov.uk) or contact the Citizens Advice Bureau

We will NOT pay for **Your** legal liability:

- a. as occupier of the **Buildings**;
- b. for accidental **Bodily Injury** to any person **You** employ if the **Bodily Injury** happens as a result of or in the course of their employment with **You**;
- c. for loss or damage to property which belongs to **You** or is in **Your** care;
- d. in connection with any motorised vehicle;
- e. under any agreement except to the extent that **You** would have been liable without that agreement;
- f. in connection with **Your** trade, business or profession;
- g. under (b) above where cover is provided by another policy of insurance.

- G. caused by dryness, dampness, extremes of temperature or exposure to light;
 - H. to swimming pools, tennis courts, drives, patios and terraced, walls, gates and fences and fuel tanks;
 - I. caused by, contributed to or arising from any kind of pollution and/or contamination;
 - J. while the **Buildings** are **Unfurnished**;
 - K. while the **Buildings** are **Unoccupied**
- (b) general maintenance.

IMPORTANT NOTE

If **You** are the owner or occupier of the **Home** insured by this Policy.

Accidents that happen in the **Buildings** or on the land are nearly always the legal responsibility of the occupier (the person who lives in the **Buildings** or on the land) rather than the owner.)

If **You** are the owner and the occupier of the **Buildings**, please remember that this **Buildings** insurance Section does NOT cover **Your** legal liability as occupier of the **Home** or its land.

To protect yourself, **You** will need to arrange **Contents** insurance, which provides occupier's liability cover. This cover is automatically provided by the **Contents** Section of this Policy where it is shown on the **Schedule** as INSURED.

10. Accidental Damage to the Buildings

We will pay for **Accidental Damage** to the **Buildings** including the cost of repairing **Accidental Damage** to:

- (a) Fixed glass and double glazing (including the cost of replacing frames);
- (b) Solar panels;
- (c) **Sanitary Ware**;
- (d) Ceramic hobs;

forming part of the **Buildings**.

We will NOT pay for:

- (a) loss or damage:
 - A. specifically excluded under this Section;
 - B. movement, settling, shrinking, collapsing or cracking of the **Buildings**;
 - C. while the **Home** is undergoing alteration, repair, cleaning, maintenance or extension;
 - D. caused by wear and tear, infestation, corrosion, damp, mould or frost or any other anything that happens gradually;
 - E. arising from faulty design, specification, workmanship or materials;
 - F. from mechanical or electrical faults or breakdown;

E Claims Settlement under Section 1

(Please also refer to the Policy Conditions Section of this booklet.)

1. Limit of Insurance

We will NOT pay more than the **Sum Insured** shown in the **Schedule**.

2. Replacement or Repair

We will pay the cost of repair or replacement less a deduction for wear, tear or betterment (where the **Buildings** would be improved by the repair or replacement) if:

- (a) the **Buildings** have not been maintained in good repair; or
- (b) at the time of any damage the **Sum Insured** for **Buildings** is less than the full rebuilding cost.

If the repair or replacement is not carried out **We** will, at **Our** option, pay the reduction in market value resulting from the damage not exceeding what it would have cost to repair the damage to the **Home** if the repair work had been carried out without delay.

3. Pairs, Sets and Suites

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 is restricted to a clearly identifiable area or to a specific part.

4. Automatic Re-instatement of Sums Insured

We will NOT reduce the **Sum Insured** under this Section after **We** have paid a claim provided that **You** agree to carry out **Our** recommendations to prevent further loss or damage.

5. Reasonable Cost

Where **We** refer to the term reasonable costs in Section 1 Buildings, Part C Extensions, we mean:

6. Trace and Access

We will pay for goods and services which are competitive in the relevant marketplace.

7. Loss of Rent and Alternative Accommodation

We will pay for alternative accommodation for **You** and **Your** domestic pets taking all of the circumstances of **Your** claim into account, including factors such as **Your** own needs, the alternative (and comparable costs of) accommodation available in the area and the length of time for which it is required. **We** will be happy to discuss this with **You** and may also be able to offer assistance in finding accommodation in difficult circumstances.

SECTION 2: CONTENTS

(This Section only applied if states as INSURED in the **Schedule**.)

A Cover

We will provide cover for loss of or damage to the **Contents** in the **Home** caused by any of the following:

1. fire, smoke damage, lightning, explosion or earthquake;

We will NOT pay for loss or damage:

- a. due to anything that happens gradually.

2. aircraft and other flying devices or items dropped from them;
3. storm, flood or weight of snow;

We will NOT pay for loss or damage:

- a. to property in the open.

4. escape of water from or frost damage to fixed water tanks, apparatus or pipes;

We will NOT pay for loss or damage:

- a. while the **Buildings** are **Unfurnished**;
- b. while the **Buildings** are **Unoccupied**;
- c. caused by the failure or lack of grout and./or sealant.

5. escape of oil from a fixed domestic oil-fired heating installation or smoke damage caused by a fault in any fixed domestic heating installation;

We will NOT pay for loss or damage:

- a. due to wear and tear or anything that happens gradually;
- b. caused by faulty workmanship;
- c. while the **Buildings** are **Unfurnished**;
- d. while the **Buildings** are **Unoccupied**.

6. theft or attempted theft;

We will NOT pay for loss or damage:

- a. whilst the **Home** is lent, let or sub-let,
(However, **We** will pay if someone has broken into or out of the **Home** using force and violence or obtained access to the **Home** by deception.)

b. the maximum amount that **We** will pay in respect of **Contents** contained in detached domestic outbuildings is £5,000.

7. collision by any vehicle or animal;

We will NOT pay for loss or damage:

- a. caused by domestic pets

8. (i) riot, civil unrest, strikes and labour or political disturbances;

We will NOT pay for loss or damage:

- a. while the **Buildings** are **Unfurnished**;
- b. while the **Buildings** are **Unoccupied**.

(ii) malicious acts;

We will NOT pay for loss or damage:

- a. while the **Buildings** are **Unfurnished**;
- b. while the **Buildings** are **Unoccupied**;
- c. caused by **You**, paying guests or tenants.

9. **Subsidence**, **Heave** or **Settlement** of the land that the **Buildings** stand on, or **Landslip**;

We will NOT pay for loss or damage:

- a. to solid floors;
(However, **We** will pay if the load bearing walls of the **Home** are damaged at the same time by the same event.)
- b. arising from faulty design, specification, workmanship or materials;
- c. which but for the existence of this insurance would be covered under any contract or guarantee or by law;
- d. whilst the **Buildings** are undergoing any structural repairs, alterations or extensions;
- e. by coastal erosion
- f. as a result of the action of chemicals on or reaction of chemicals with any materials which form part of the **Buildings**.

10. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts;

We will NOT pay for loss or damage:

- a. to radios and television aerials, satellite dishes, their fittings and masts.

11. falling trees, telegraph poles or lamp-posts

We will NOT pay for loss or damage:

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

B Exclusions

The following Exclusions apply to this entire Section.

We will NOT pay for:

- anything contained within the General Exclusions Section;
- the **Excess** specified in the **Schedule**.

C Extensions

1. Temporary Removal

We will pay for loss or damage to **Contents** whilst they are temporarily removed from the **Home**:

- in any occupied private dwelling;
- in any **Buildings** where **You** are living or working;
- for valuation, cleaning or repair;
- in any furniture deposit store;
- in any bank or safety deposit box;

caused by events 1-10 in Section A.

We will NOT pay for:

- the **Excess** specified in the **Schedule**;
- Contents** temporarily removed to a place out the **British Isles**;
- Money** or **Credit Cards**.
- Contents** at University/College, unless specified in the **schedule**.

The maximum amount **we** will pay in respect of any one occurrence is £10,000.

2. Rent Payable

If the **Home** is damaged by any cause covered under this Section and, as a result, cannot be lived in **We** will pay for:

- rent **you** have to pay as the occupier;
- any reasonable cost of alternative accommodation for a period of up to 12 months from the date of the damage, or until the **Home** is ready to be lived in, whichever occurs first.

We will NOT pay for:

- the **Excess** specified in the **Schedule**.

The maximum amount that **We** will pay in respect of any one occurrence is £50,000.

3. Tenant's Liability

We will pay for all amounts **You** become legally liable for, as a tenant, for loss or damage to the **Home**.

We will NOT pay for:

- the **Excess** specified in the **Schedule**;
- any caused excluded under this Section;
- loss or damage while the **Buildings** are **Unfurnished**;
- Subsidence** or **Heave** of the land that the **Buildings** stand on, or **Landslip**;
- fire, lightning or explosion;
(However, **We** will pay for damage to landlord's fixtures and fittings.)

- any person taking part in a riot, civil unrest, strike and labour or political disturbance;
- malicious acts;
- We** will not cover damage to cables and underground pipes due to a fault or limit of design, manufacture, construction or installation.

The maximum amount **We** will pay in respect of any one occurrence is £10,000.

4. Underground Services

We will pay for the cost of repairing **Accidental Damage** to:

- domestic oil pipes;
- underground water-supply pipes;
- underground sewers, drains and septic tanks;
- underground gas pipes;
- underground cables;

which **You** are legally responsible for.

We will NOT pay for loss or damage:

- due to wear and tear or anything that happens gradually.

5. Fatal Bodily Injury

We will pay £5,000 if **You** die as a result of **Bodily Injury** caused at the **Home** by fire, explosion, lightning or intruders, provided that **Your** death happens within 12 months of the sustained **Bodily Injury**.

6. Locks and Keys

We will pay for the costs of changing locks to:

- external doors of the **Home**;
- alarm systems or domestic safes in the **Home**;

following accidental loss or theft of keys.

The maximum amount **We** will pay in respect of any one occurrence is £500.

7. Loss of Metered Water

We will pay for increased metered water charges **You** have to pay following an accidental escape of water discharged from a metered water system providing service to the **Home**.

The maximum amount **We** will pay is £2,000 in any one **Period of Insurance**.

8. Celebration or Religious Festival

We will increase the **Sum Insured** under this Section by £1,000 for a period of 30 days before and 30 days after a celebration or religious festival that **You** celebrate.

We will NOT pay for:

- the **Excess** specified in the **Schedule**;
- loss or damage that can be recovered under any other insurance policy.

9. Deterioration of Frozen Food

We will pay for loss or damage to food stored in any domestic fridge or freezer in the **Home** caused by:

- (a) a rise or fall in temperature;
- (b) contamination by freezing agents.

We will NOT pay for:

- a. the **Excess** specified in the **Schedule**
- b. loss or damage caused by an electricity or gas company cutting off or restricting **Your** supply;
- c. loss or damage due to the failure of **Your** electricity or gas supply caused by a strike or any other industrial action.

The maximum amount **We** will pay in respect of any one occurrence is £2,000, unless otherwise specified in the **Schedule**.

10. Downloads

We will pay for the cost of replacing downloads following loss or damage covered under this Section.

We will NOT pay for:

- a. the **Excess** specified in the **Schedule**.

The maximum amount **We** will pay in respect of any one occurrence is £1,000.

11. Personal Money

We will pay for theft or accidental loss of personal **Money** anywhere in the world provided that, within 24 hours of **You** discovering any such loss or theft, **You** have notified the police.

We will NOT pay for:

- a. the **Excess** specified in the **Schedule**;
- b. shortages due to error or omission;
- c. loss of value

The maximum amount **We** will pay in respect of any one occurrence is £1,000, unless otherwise specified in the **Schedule**.

12. Unauthorised Use of Credit Cards

We will pay for amounts **You** become legally liable for as a result of unauthorised use of **Your Credit Cards** following loss or theft anywhere in the world; provided that within 24 hours of **You** discovering any such loss or theft, **You** have notified the police and card issuing company and **You** have complied with all other conditions under which **Your Credit Cards** were issued to **You**.

We will NOT pay for:

- a. the **Excess** specified in the **Schedule**.
- b. shortages due to an error or omission;
- c. loss of value;
- d. loss or damage that can be recovered under any other insurance policy.

13. Occupier's, Personal and Employer's Liability

We will pay for amounts **You** become legally liable for as a result of:

- (a) accidental **Bodily Injury** or illness;
- (b) accidental loss of or damage to property;

happening during the **Period of Insurance** in:

- i. the **British Isles**;
- ii. the rest of the world, for temporary visits;

and arising:

- 1) as occupier (not as owner) of the **Home** and its land;
- 2) in personal capacity (not as owner or occupier) of any **Building** or land;
- 3) as employer of a domestic employee.

The maximum amount **We** will pay in respect of any one incident is:

- A. 1) and 2) £2,000,000
- B. 3) £10,000,000.

We will also pay all **Your** costs and expenses which **We** have already agreed to in writing.

We will NOT pay liability for:

- a. **You** (or anyone on **Your** behalf) owning, possessing or using any motorised vehicle;
- b. aircraft other than pedestrian controlled toys or models;
- c. caravans;
- d. boats, boards and craft designed to be used on or in water other than:
 - A. those only propelled by oars or paddles; or
 - B. pedestrian controlled toys or models;
- e. **You** living in or occupying land or **Buildings** other than the **Home** or its grounds;
- f. **You** owning land, **Buildings** or other fixed property;
- g. deliberate or malicious acts;
- h. HIV and HIV-related illnesses, including AIDS;
- i. dangerous dogs defined in the Dangerous Dogs Act 1991 (or any successor legislation);
- j. under any agreement except to the extent that **You** would have been liable without that agreement;
- k. any trade, business or profession;
- l. loss of or damage to property which belongs to **You** or is in **Your** care or control;
- m. **Your Bodily Injury** or illness.

For claims involving liability for **Bodily Injury** or illness of **Your** employees;

Exclusion a. – i. and k. will not apply unless, in respect of Exclusion a. only, cover or security is needed under any of the Road Traffic Acts.

Dangerous Dogs Act 1991

The Dangerous Dogs Act 1991 imposes certain requirements on specific types of dog. It also places requirements in relation to dogs which are, as described in the Act, dangerously out of control. For further guidance please see the Office of Public Sector information website (www.legislation.gov.uk) or contact the

IMPORTANT NOTE

If **You** are the owner or occupier of the **Home** insured by this Policy.

Accidents that happen in the **Buildings** or on the land are nearly always the legal responsibility of the occupier (the person who lives in the **Buildings** or on the land) rather than the owner.

If **You** are the owner but not the occupier of the **Buildings**, please remember that this **Contents** insurance Section does NOT cover **Your** legal liability as the owner of the **Home** or its land.

To protect yourself, **You** will need to arrange **Buildings** insurance, which provides **Your** property owner's liability cover. This cover is automatically provided by the **Buildings** Section of this Policy where it is shown on the **Schedule** as INSURED.

14. Accidental Damage to the Contents

We will pay for **Accidental Damage** to the **Contents** within the **Home** including the cost of repairing **Accidental Damage** to:

- (a) audio visual equipment;
- (b) mirrors and fixed glass.

We will NOT pay for:

- a. the **Excess** specified in the **Schedule**;
- b. loss or damage specifically excluded under this Section;
- c. **Money, Credit Cards**, documents or stamps;
- d. damage to **Contents** within garages and outbuildings;
- e. loss or damage;
 - A. caused by dyeing, cleaning, repair, renovation or whilst being worked upon;
 - B. caused by chewing, tearing, scratching or fouling by animals;
 - C. to contact, corneal or micro lenses;
 - D. while the **Home** is lent, let or sub-let;
 - E. caused by wear and tear, moth, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost or anything that happens gradually;
 - F. arising out of fault design, specification, workmanship or materials;
 - G. from mechanical or electrical faults or breakdown;
 - H. arising from demolition, structural alteration or structural repair of the **Buildings**;
 - I. caused by dryness, dampness, extremes of temperature or exposure to light;
 - J. contributed to by or arising from any kind of pollution and/or contamination.

E Claims Settlement under Section 2

(Please also refer to the Policy Conditions Section of this Policy.)

1. Limit of Insurance

We will not pay more than the **Sum Insured** shown in the **Schedule**.

2. Replacement or Repair

If **You** claim for loss or damage to the **Contents** **We** will at **Our** option repair, replace, reinstate or pay for any article covered under this Section.

For total loss or destruction of any article **We** will pay **You** the cost of replacing the article as new, provided that the new article is as close as possible to but not an improvement on the original article when it was new.

Please note that a deduction for wear and tear will apply to clothes, household linen and pedal cycles.

3. Pairs, Sets and Suites

We will not pay the cost of replacing or repairing any undamaged **Contents** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

4. Automatic Re-instatement of Sums Insured

We will not reduce the **Sum Insured** under this Section after **We** have paid a claim provided that **You** agree to carry out **Our** recommendations to prevent further loss or damage.

5. Sum Insured

If **You** are under-insured, which means the cost of replacing or repairing the **Contents** at the time of the loss or damage is more than **Your Sum Insured** for the **Contents**, then **We** will only pay a proportion of the claim. For example, if **Your Sum Insured** only covers one half of the cost of replacing or repairing the **Contents**, **We** will only pay one half of the cost of repair or replacement.

6. Proof of Value

If **You** claim for any specified item in the **Schedule** then **You** will need to provide proof of the item's value. Therefore, **We** recommend **You** retain photos, instruction booklets, copies of valuations and receipts for any specified item noted in the **Schedule**.

7. Reasonable Cost

Where **We** refer to the term reasonable cost in Section 2 Contents, Part C Extensions, **We** mean:

8. Rent Payable

We will pay for alternative accommodation for **You** and **Your** domestic pets taking all of the circumstances of **Your** claim into account, including factors such as **Your** own needs, the alternative (and comparable costs of) accommodation available in the area and the length of time for which it is required, for a period not exceeding 12 months. **We** will be happy to discuss with **You** and may also be able to offer assistance in finding accommodation in difficult circumstances

SECTION 3: PERSONAL POSSESSIONS

(This Section only applied if stated as INSURED in the **Schedule**.)

A Cover

We will pay for loss or damage to:

- (a) **Your Personal Possessions** (shown in the **Schedule**) anywhere in the world.

We will NOT pay for loss or damage:

- a. caused by insects, vermin, domestic pets, wet or dry rot, fungus, atmospheric or climatic conditions, wear and tear or anything that happens gradually;
- b. from electrical or mechanical faults or breakdown;
- c. for any amount over £2,000 for any one item (including articles forming a pair or set) unless stated otherwise in the **Schedule** or the specification(s) attached to the **Schedule**;
- d. or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon;
- e. to guns caused by rusting or bursting of barrels;
- f. to sports equipment whilst in use;
- g. to contact, corneal or micro corneal lenses, hearing aids, dental appliances unless otherwise stated in the specification forming part of the **Schedule**;
- h. for theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under **Your** personal supervision;
- i. computer equipment unless otherwise stated in the specification(s) attached to the **Schedule**;
- j. theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant unless from a locked, concealed luggage boot or closed glove compartment following forcible and violent entry to a locked vehicle;
- k. any amount over £2,000 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during **Your** absence from such rooms;
- l. for loss or damage to motor vehicles, pedal cycles, caravans, aircraft, watercraft, sail boards or surf boards;
- m. articles used for business or professional purposes unless stated otherwise in the **Schedule**.

- (b) **Your** pedal cycles following **Accidental Damage** anywhere in the world.

We will NOT pay for loss or damage:

- a. to tyres, lamps or accessories;
(However, **We** will pay if the pedal cycle is stolen or damaged at the same time.)
- b. due to wear and tear or anything that happens gradually;
- c. from mechanical or electrical faults or breakdown;
- d. while the pedal cycle is used for racing or pacemaking or is let out on hire or is used other than for private purposes;
- e. theft or attempted theft;
(However, **We** will pay if the pedal cycle was locked to an immovable object or kept in a locked building.)

B Exclusions

The following Exclusions apply to this entire Section.

We will NOT pay for:

- a. anything contained within the General Exclusions Section;
- b. the **Excess** specified in the **Schedule**.

C Claims Settlement under Section 3

(Please also refer to the Policy Conditions Section of this Policy.)

1. Limit of Insurance

We will not pay more than the **Sum Insured** shown in the **Schedule**.

2. Replacement or Repair

If **You** claim for loss or damage to **Personal Possessions**, **We** will at **Our** option repair, replace, reinstate or pay for any article lost or damaged.

For total loss or destruction of any article **We** will pay **You** the cost of replacing the article as new, provided that the new article is as close as possible to but not an improvement on the original article when it was new.

Please note that a deduction for wear and tear will apply to clothes, household linen and pedal cycles.

3. Pairs, Sets and Suites

We will not pay the cost of replacing or repairing any undamaged **Personal Possessions** which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

4. Automatic Re-instatement of Sums Insured

We will not reduce the **Sum Insured** under this Section after **We** have paid a claim provided that **You** agree to carry out **Our** recommendations to prevent further loss or damage.

5. Sum Insured Condition

If **You** are under-insured, which means the cost of replacing or repairing the **Personal Possessions** at the time of the loss or damage is more than **Your Sum Insured** for the **Personal Possessions**, then **We** will only pay a proportion of the claim.

For example, if **Your Sum Insured** only covers one half of the cost of replacing or repairing the **Personal Possessions**, **We** will only pay one half of the cost of repair or replacement.

6. Proof of Value

If **You** claim for any specified item in the **Schedule** then **You** will need to provide proof of the item's value.

Therefore, **We** recommend **You** retain photos, instruction booklets, copies of valuations and receipts for any specified item noted in the **Schedule**.

SECTION 4: FAMILY LEGAL EXPENSES INSURANCE

This insurance is managed and provided by Arc Legal Assistance Limited on behalf of Inter Partner Assistance SA. In this Section only, the defined terms, **We/Us/Our** mean Arc Legal Assistance Limited. This Section also contains other defined terms which may have different meanings to those described previously in **Your** Home Insurance Policy.

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 representatives' 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 a legal representative 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 maximum sum payable for each **Insured Incident**, which is £15,000 for claims under the Personal Identity Theft section of cover and £50,000 for claims under all other sections 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

Adviser **Our** specialist panel solicitors or their agents appointed by **Us** act for **You**, or, and subject to **Our** agreement, where court proceedings have been started or a **Conflict of Interest** arises, another legal representative nominated by **You**.

Advisers' Costs Reasonable legal fees and disturbances incurred by the **Adviser** or other legal representative with **Our** prior written authority. Legal expenses shall be assessed on the standard basis and third party's costs shall be covered if awarded against **You** and paid on the standard basis of assessments.

Conflict of Interest There is a **Conflict of Interest** if **We** administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the sum of a claim under this insurance.

Excess The amount that **You** must pay towards the cost of any claim below:-

Consumer Pursuit, Employment Disputes, Professional Negligence, Property Damage and Consumer Defence sections: £100

Personal Injury Section: £100, or £1,000 where the claim arises from industrial disease

Clinical Negligence Section: £1,000

Personal Identity Theft Section: Nil

Identity Theft A person or group of persons knowingly using a means of identification belonging to **You** without **Your** knowledge or permission with intent to commit or assist another to commit an illegal act.

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

Insured Incident The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one **Insured Incident** 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 **Identity Theft** the **Insured Incident** is a single act or the start of a series of single acts against **You** by one person or group of people.

Insured Period One year from the inception or renewal date shown on **Your** insurance schedule.

Legal Action(s) The pursuit or defence of civil legal cases for damages or injunctions as defined in each section of cover.

Standard Advisers' Costs The level of **Advisers' Costs** that would normally be incurred using a nominated **Adviser** of **Our** choice.

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

We/Us/Our Arc Legal Assistance Limited who have arranged this insurance and who administer it on behalf of the **Insurance Providers**.

You/Your Any person who has paid the premium, or on whose behalf the premium has been paid and been declared to **Us** by **Your** insurance advisor and is permanently resident at the property covered under the household insurance to which this cover attaches. Cover also applies to **Your** family members normally resident with **You**. If **You** die **Your** personal representatives will be covered to pursue or defend cases covered by this insurance on **Your** behalf that arose prior to **Your** death.

COVER

Consumer Pursuit

What is insured?

Advisers' Costs to pursue a **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 £500 plus VAT
- Involving a motor vehicle owned by **You**
- 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 a **Legal Action** for financial compensation for damages following an accident resulting in **Your** personal injury or death against the person or organisation directly responsible.

What is not insured?

Claims

- Where the amount in dispute is less than £500 plus VAT
- 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**

Clinical Negligence

What is insured?

Advisers' Costs to pursue a **Legal Action** for financial compensation for damages following clinical negligence resulting in **Your** personal injury or death against the person or organisation directly responsible

What is not insured?

Claims

- Where the amount in dispute is less than £500 plus VAT
- Arising from stress, psychological or emotional injury

Employment Disputes

What is insured?

Advisers' Costs to pursue a **Legal 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 amount in dispute is less than £500 plus VAT
- 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
- For **Advisers' Costs** awarded by an Employment or
- Employment Appeals Tribunal that **You** are ordered or agree to pay

Professional Negligence

What is insured?

Advisers' Costs to pursue a **Legal Action** for financial compensation for damages arising from the professional negligence of **Your** solicitor, accountant or surveyor.

What is not insured?

Claims

- Where the amount in dispute is less than £500 plus VAT
- 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 a **Legal Action** for financial compensation for damages against a person or organisation that causes physical damage to **Your** main home or **Your** personal effects. The damage must have been caused after **You** first purchased this insurance.

What is not insured?

Claims

- Where the amount in dispute is less than £500 plus VAT
- In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority

Consumer Defence

What is insured?

Advisers' Costs to defend a **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 the **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 £500 plus VAT
- 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

Personal Identity Theft

What is insured?

Advisers' Costs in a **Legal Action** in respect of **Insured Incidents** arising from **Identity Theft**:-

- 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 the claim is false or fraudulent
- Where **You** did not take reasonable 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.

Telephone Helplines

Legal Helpline

Use the 24 hour advisory service for telephone advice on any private legal 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

Alternatively they will send a claim form to **You**. If **Your** problem is not covered under this insurance, the Helpline may be able to offer **You** assistance under a private funding arrangement.

Simply telephone **0870 350 1734** and select **Option 1 – Legal Assistance Helpline**. When speaking to the advisor please quote: “**Think e-Trading Family Legal Expenses**”. For **Our** joint protection telephone calls may be recorded and/or monitored.

Domestic Emergency

Use the Helpline following an emergency in the home for which a tradesman's assistance is required.

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

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

Simply telephone **0844 770 1067** and select **Option 2 – Domestic Helpline**. When speaking to the advisor please quote: “**Think e-Trading Domestic Helpline**”

General Exclusions

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.
- 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 **Our** prior written consent
- 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
- **Advisers' Costs** if **Your** claim is part of a class action or will be affected by or will affect the outcome of other claims

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
- 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
- A dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **You**
- Subsidence, Heave, Landslip, mining or quarrying

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. 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 a legal representative to act for **You**, **You** may do so. Where **You** have elected to use a legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**.
The **Adviser** must:-
 - i.) Represent **You** in accordance with **Our** standard conditions of appointment
- 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 Customer Service), any dispute between **You** and **Us** may, where **We** both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

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.

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.

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
Telephone: 0844 770 9000
Email: claims@arclegal.co.uk

The Financial Ombudsman Service contact details are:-
Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR
Telephone: 08000 234 567
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 the **Insurance Provider** cannot meet **Our** 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 0800 678 1100.

Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. **Our** Firm Reference Number is 305958. **You** can check this on the Financial Conduct Authority's register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

Inter Partner Assistance (IPA) is a branch of Inter Partner Assistance SA (IPA SA) based in Belgium. IPA SA is authorised by the l'Autorité des Services et Marchés Financiers in Belgium (its regulatory body) and regulated by the Financial Conduct Authority here in the UK. IPA SA's Firm Reference Number is 202664 and its regulated activities are Miscellaneous Financial Loss, Legal Expenses and Assistance.

IPA is a member of the Association of British Insurers.

IPA SA's address details are:-

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

POLICY CONDITIONS

(The following Policy Conditions apply to all Sections of the Policy Booklet other than Section 4: Family Legal Expenses Insurance; Therefore, the definitions as noted on pages 3 to 4 apply to this page onwards.)

1. Information We need to know about

You must take reasonable care to provide complete and accurate answers to the questions **We** ask when **You** take out, make changes to, and renew **Your** Policy.

If the information provided by **You** is not complete and accurate:

- **We** may cancel **Your** Policy and refuse to pay any claim, or
- **We** may not pay any claim in full, or
- **We** may revise the premium and/or change any **Excess**, or
- the extent of the cover may be affected.

2. Claims

Your duties

As soon as **You** are aware of an incident or cause which is likely to lead to a claim under this Policy, **You** must:

- (a) contact **Us** as soon as reasonably possible and provide all the information and help **We** need;
- (b) tell the police immediately about any property which has been lost, stolen or maliciously damaged and get a crime reference number;
- (c) do all **You** reasonably can to get back any lost or stolen property and tell **Us** without unnecessary delay if any property is then returned to **You**;
- (d) send **Us** all correspondence unanswered, including any legal or other documents **You** may receive;
- (e) avoid discussing liability with, or admitting liability to, anyone else without **Our** permission.

Proof of value and ownership

It is **Your** responsibility to provide proof of any loss **You** suffer. Therefore **We** recommend that **You** keep any receipts, valuations, photographs, instruction booklets and guarantee cards to help with **Your** claim.

Our rights

- a. **We** may:
 - i. take over and defend or settle any claim, or right **You** may have against another person, in **Your** name;
 - ii. prosecute (in **Your** name for **Our** own benefit) any claim for indemnity or damages or otherwise.
- b. **We** have the right to do as **We** see fit in legal action and in settling **Your** claim.
- c. **We** have the right to enter any **Buildings** where loss or damage has occurred and deal with salvage. However, **You** are not entitled to abandon any property to **Us**.

Sum Insured Limit

For any claim or series of claims involving legal liability covered by this Policy, **We** will pay:

- i. up to the **Sum Insured** shown in this Policy Booklet or in the **Schedule** (less any amounts already paid as compensation)
- ii. any lower amount for which **We** can settle **Your** claim.

Once **We** have made the payment, **We** will have no further liability in connection with **Your** claim, apart from paying costs and expenses **You** incurred before the payment date.

Extreme weather and storms

We consider a storm to be strong winds of over 47mph which will sometimes be accompanied by rain, snow or hail. Heavy or persistent rain on its own is not a storm unless it is a torrential downpour with over an inch of rain in a one hour period (or a proportionate amount in a shorter time of the same proportion). **Buildings** that have been maintained in a sound condition will withstand all but the most extreme weather. It is **Your** responsibility to ensure **Your** property is maintained in a good state of repair.

If **You** are claiming for storm damage **We** will ask **You** to provide **Us** with the date of the damage and show **Us** how the conditions caused the damage to the **Home**. **We** may appoint a specialist to inspect the **Home** or ask **You** to provide **Us** with a report by **Your** appointed contractor.

3. Fraud

If **Your** claim is in any way dishonest or exaggerated **We** will not pay any benefit under this Policy or return any premium to **You**. **We** may also inform the police or other appropriate authority.

4. Other Insurance Policies

If there is any other insurance covering the same claim, **We** will only pay **Our** share of the claim, even if the other insurer refuses the claim.

5. Cancellation

Following the expiry of **Your** Statutory 14 day right to cancel (also known as the "cooling-off period"), **You** continue to have the right to cancel **Your** Policy at any time during its term.

If **You** do cancel **Your** Policy after the "cooling-off period", **You** will be entitled to a refund of any premium **You** have paid, less a deduction for the time **You** have been on cover.

If **You** wish to cancel **Your** Policy at any time, please contact **Your** insurance advisor.

We (or any agent **We** appoint and who acts with **Our** specific authority) may cancel this Policy by sending **You** 14 days' notice to **Your** last known address. **You** may be entitled to a refund of the premium paid, subject to a deduction for the time for which **You** have been covered.

6. Your Duty to Keep to the Policy Conditions

To be covered by this insurance, **You** must keep to the terms and conditions of this Policy.

7. Arbitration

If **We** have accepted **Your** claim but disagree with the amount to be paid, an arbitrator will decide the matter. **You** and **We** must agree on an arbitrator in line with law at the time. If **You** cannot agree **We** have the right to apply to the president of the relevant national law society to nominate a suitable qualified person. **You** must wait for the arbitrator's decision before **You** can take any legal action against **Us**.

8. No Claim Discount

You will be entitled to a No Claim Discount if **You** have had a claim free period of more than 1 year.

If **You** make one claim in any **Period of Insurance**, **Your** discount will be reduced in line with the current No Claim Discount scale.

If **You** make more than one claim, the No Claim Discount will be reduced to NIL at the next renewal.

9. Renewal of the Policy

If **We** are willing to continue providing cover and **Your** insurance adviser advises **You** of **Our** renewal terms before expiry of **Your** existing Policy, **You** authorise **Your** insurance adviser to renew this insurance, and any subsequent insurance, on expiry in accordance with **Our** renewal terms at the time, unless **You** advise **Your** insurance adviser otherwise before **Your** Policy renewal date.

10. Your Duty to Prevent Loss or Damage

9. **You**, and any other person this insurance applies to, must take all reasonable precautions to prevent accidents, loss or damage.

10. All property insured by this Policy must be maintained in good condition.

Your Policy is intended to cover **You** against unforeseen events like fire or theft. It does not cover wear and tear or damage which happens gradually over a period of time.

POLICY EXCLUSIONS

(The following Exclusions apply to all sections of the Policy Booklet other than Section 4: Family Legal Expenses Insurance.)

We will NOT pay for:

1. Radioactive Contamination and Nuclear Assemblies

any legal liability of whatsoever nature directly or indirectly caused by, or contributed to by, or arising from:

- (a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

2. War Exclusion

any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following whether or not such consequence has been contributed to by any other cause or event:

War, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

3. Date Change

any loss or damage to any computer-related equipment which fails to correctly recognise a date change.

4. Computer Failure

loss or damage to any computer related equipment caused by computer failure, computer error or any other malfunction.

5. Sonic Bangs

loss or damage by pressure waves caused by aircraft or other aerial devices travelling at sonic speed or supersonic speeds.

6. Reduction in Value

any reduction in market value of the property insured following repair or replacement paid for under this Policy.

7. Deception

any loss or damage suffered by **You** as a result of being deceived into knowingly parting with property unless deception is used only to get into the **Home**.

8. Confiscation

any loss or damage caused by confiscation, detention or seizure by

- (a) customs, police or officials;
- (b) order of any court of law;
- (c) any statutory or regulatory authority.

9. Terrorism

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

Terrorism is defined as any act or acts including, but not limited to:

(a) the use or threat of force and/or violence; and/or

- (b) harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means;

caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes including, but not limited to, the intention to influence any government and, or to put the public or any Section of the public in fear, or is claimed to be caused or occasioned in whole or in part for such purposes.

This paragraph 9 on Terrorism applies only in respect of the **Buildings, Contents and Personal Possessions** Sections of this Policy.

10. Other Actions

any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by preventing suppressing or in any way relating to 2) War Exclusion or 9) Terrorism above.



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