sagic

Home Insurance

Policy Document

sagic.co.uk

Wholly owned by The Salvation Army

Welcome to Sagic.

Thank you for choosing sagic for your home insurance and I hope that you will be happy with your Policy and the reassurance it provides.

Sagic is wholly owned by The Salvation Army and all profits are retained by them to support their charitable activities.

Your policy is made up of this booklet and your Schedule which details the sections of cover you have chosen. Please keep these documents in a safe place so that you may refer to them if you ever need to make a claim.

The sections and levels of cover provided under this policy are based upon information provided by you to us therefore please check the Schedule to ensure that the cover meets your needs.

Gordon Dewar
Managing Director
The Salvation Army General Insurance Corporation Limited

Important Notice - Cooling Off Period

This Policy is subject to a ‘cooling-off’ period. Under this, if you decide within 14 days of receiving the Policy that you do not wish to continue with the insurance, you may cancel your cover within this period and get all your money back as long as you have not made any claims.

Please read your Policy carefully as soon as possible so that you can satisfy yourself that it meets your requirements before the end of the cooling-off period.

Your ‘House and Home’ Insurance Policy

This is **your** insurance Policy setting out the terms of the contract **you** have made with The Salvation Army General Insurance Corporation Limited, known as sagic, and the other insurers as named in the Policy, for the **period of insurance** stated in **your** insurance Schedule. When **your** Policy falls due for renewal and **you** decide to renew the insurance with **us**, **you** will receive an up-dated Schedule, which should be inserted in this booklet.

You are requested to read this document carefully to gain a full understanding of what is and what is not covered by this insurance Policy. There are some words in the Policy text that need to be defined so that their meaning in the context of this Policy is understood. These words are shown in the ‘LIST OF DEFINITIONS’ and they bear the defined meaning where they appear in the Policy wording in bold print.

This Policy wording provides details of all of the cover that is available. **Your** Schedule sets out the Sections of the Policy that **you** have decided to purchase and, where applicable, the items insured, sums insured, limits, **excesses**. **You** should examine the details carefully to ensure that the information shown is correct. If any changes are necessary or **you** wish to change any of the cover by purchasing additional extensions or cancelling an existing extension, please contact **us** immediately.

The ‘GENERAL CONDITIONS’ and ‘EXCLUSIONS’, which apply to the whole Policy except Sections 7 & 8, are very important and should be given close attention. **You** should also give close attention to the conditions and exclusions applicable to Sections 7 & 8 if **you** have purchased it.

The Application and the Declaration completed by **you** and all the information **you** supplied during the proposal stage are incorporated in and form part of this Policy, this information will be sent to **you** in the form of a statement of fact for **you** to check.

It is important that the information contained in the Statement of Fact is correct as this may affect your cover, if you wish to change anything you must contact us immediately.

In return for the payment of the premium by **you**, **we** will provide insurance in accordance with the Policy cover for those Sections shown in **your** Schedule.

Layout of Your Policy

It is important that **you** know how to make a complaint or **claim** under **your** House and Home insurance so the details of the Complaints Procedures and the Claims Procedures appear at the front of the Policy booklet.

General Exclusions and General Conditions are a very important part of the contract, so to enable **you** to find them easily, appear next in the Policy booklet. These exclusions and conditions apply to the whole Policy with the exception of Sections 7 & 8, which has its own Exclusions and Conditions.

Next, **we** set out the insurance coverage available under the Policy. **Your** insurance Schedule sets out the details of which sections of the Policy **you** have purchased and so apply to **your home**.

Finally, **we** know that a **claim** does not only affect **us**, but also causes **you** inconvenience and distress so **we** have included some useful advice on precautions to take to reduce the possibility of loss in certain circumstances.

The full layout of **your** Policy is shown under the heading contents overleaf.

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The Insurers

You have purchased this Policy from sagic but some parts of the cover are provided by other insurers and **you** have a contract with those other insurers in respect of their sections of the Policy. Details of the insurers and the parts of the cover that they underwrite are shown below.

The insurance cover provided by this Policy is written by:

Insurers	Sections Written
The Salvation Army General Insurance Corporation Limited Saxon House, 27 Duke Street, Chelmsford, CM1 1HT (Registered No 101704 England) **Tel** 0300 030 1865 **General Email** enquiries@sagic.co.uk **Website** **sagic.co.uk**	**1 Buildings** **1a Property Owners Liability** **2 Contents** **2a Occupiers' & Personal Liability and Employers' Liability for Domestic Servants** **3 Personal Possessions In & Away from the Home** **4 Loss of Personal Money & Credit Cards** **5 Freezer Foods** **6 Pedal Cycles**
Arc Legal Assistance Limited (underwritten by AmTrust Specialty Limited) The Gatehouse, Lodge Park, Lodge Lane, Colchester, CO4 5NE (Registered No 4672894 England) **Tel** 0344 770 9000 **Website** **arclegal.co.uk**	**7 Family Legal Protection**

The Insurers (Cont.)

Collinson Insurance (a trading name of Astrenska Insurance Limited)

3 More London Riverside,
London, SE1 2AQ

(Registered No 01708613 England)

8 Domestic Home Care

Each of these insurers is liable only under the Sections of the Policy shown against its name and cannot accept any liability for the insurance coverage afforded by Sections of the Policy written by the other insurers.

The insurers are each authorised by the **Prudential Regulation Authority (PRA)** and regulated by the **Financial Conduct Authority (FCA)** and **Prudential Regulation Authority** and you can check their status on the FCA Register, in the following ways:

On the FCA website at
www.fca.org.uk/register/

By telephoning the FCA Consumer Helpline on **0800 111 6768**

By writing to the
FCA Consumer Helpdesk, 25 The North Colonnade, Canary Wharf, London E14 5HS

All are members of:
Financial Ombudsman Service
Financial Services Compensation Scheme

In addition, sagic are members of:
Association of British Insurers

Useful Contact Information

The following information is supplied to enable **you** to contact the right person in our organisation quickly.

Alterations/ Questions

Alterations to or questions concerning your Policy:

To amend **your** Policy or ask a question about it, please contact sagic's Customer Services Team.

Call
Sagic Customer Services
0300 030 1865

Email
You can also contact our Customer Services Team by email to
customerservices@sagic.co.uk

Claims Sections 1-6

Claims under all Sections 1-6 of this Policy

If **you** wish to make a **claim** or if **you** have any **claims** questions under any part of the Policy other than Sections 7 & 8, please contact the sagic Claims team.

Call
Sagic Customer Services
0300 030 1865

Email
You can also contact our Claims Team by email to
claims@sagic.co.uk

There is an emergency 'out of hours' facility available on this number to assist in a crisis when **our** office is closed. This facility is available for claims under Sections 1 and 2 of the Policy.

In order to ensure that this service is available promptly to those who really need it in an emergency, please do not select it if **you** are advising a non-urgent **claim** or querying the status of a **claim** or if the **claim** falls under any Policy Section other than 1 or 2.

Useful Contact Telephone Numbers (Cont.)

The following information is supplied to enable **you** to contact the right person in our organisation quickly.

Claims Section 7

Section 7 procedures for **claims** and complaints are set out in full on pages 56 - 59.

For **claims** under this Section 7

Call
Arc Legal Assistance Ltd **0344 770 1040**

Legal Helplines
If **you** have purchased Section 7 – Family Legal Protection, then **you** have access to the helplines operated by Arc Legal Assistance Ltd.

Details of these helplines and how to access them are set out on Page 54.

Claims Section 8

When **you** become aware of a possible claim under this policy, **you** must notify us immediately by telephone on:

0345 307 4898

We will then advise **you** how to protect yourself and **your** property.

The police must also be advised immediately of any loss or damage arising from theft, attempted theft, vandalism, or malicious act.

Major emergencies which may result in serious damage or danger to **you** or anyone else should immediately be reported to the public supply authority, or in the case of difficulty, to the public emergency services.

SUSPECTED GAS LEAKS MUST ALWAYS BE REPORTED TO NATIONAL GAS EMERGENCY SERVICE ON 0800 111 999

List of Definitions

These definitions appear in bold text throughout the Policy. They do not apply to Sections 7 & 8; the definitions of those sections appear on pages 60 and 83.

ACCIDENTAL DAMAGE
Sudden, unintentional and unexpected physical loss, breakage or damage that can be seen.

BODILY INJURY
Death, illness, injury or disease.

BUILDING/BUILDINGS
Your home including garages, sheds, greenhouses and other domestic outbuildings, and landlords' fixtures and fittings therein and thereon, paved terraces, patios, drives, paths, walls, hedges, gates and fences, solar panels, septic tanks, oil tanks, sunken swimming pools, fishponds and ornamental ponds, hard tennis courts, wind turbines and electrical charging points on the site of **your home**.

BUSINESS EQUIPMENT
Computer and office equipment (excluding data) used solely for clerical business but excluding stock, mobile telephones and tablet computers.

CLAIM
A single loss or series of losses arising from one event for which cover is provided by this Policy.

CONTENTS
Household goods, furniture, furnishings and personal effects in **your home**, including personal effects of visitors to **your home**, and interior decorations belonging to or the responsibility of **you** or any member of **your household**, subject to the following exclusions:

(a) Any fixtures or fittings belonging to the landlord.
(b) Any fixtures or fittings which are attached to the **building** in a permanent way such as fitted kitchen furniture, bathroom fittings and fitted bedroom furniture.
(c) Domestic animals and fish.
(d) **Motor vehicles**, trailers, their parts or accessories including car keys.
(e) Caravans, horse boxes, trailers, and trailer-tents and the contents thereof.
(f) Boats and other watercraft, surfboard, hovercrafts, aircraft, drones and the contents thereof.
(g) Deeds, bills of exchange, promissory notes, cheques, securities for money, share certificates, documents of any kind.
(h) Any property used by you for business or professional purposes (except as defined by **Business Equipment**).

When the **buildings** belong to a landlord and **you** are responsible for damage to fixtures and fittings under **your** tenancy agreement, such fixtures and fittings are understood to be **contents** but **you** must include them when calculating **your** sum insured.

List of Definitions (Cont.)

COSTS AND EXPENSES

(a) Legal costs and expenses recoverable from **you** by any claimant.

(b) Defence costs and expenses incurred with **our** written consent.

DOMESTIC EMPLOYEE

A person employed by a member of the **household** to solely carry out domestic duties for the **household**.

DRONE

Unmanned aerial vehicle (UAV) or or unmanned aircraft systems (UASes).

EXCESS/EXCESSES

The amount of the **claim** for which **you** are responsible.

FEES

The fees of architects, surveyors and other professionals that you incur in connection with the repair of damage to the **buildings**. **Our** prior permission is required before such fees are incurred. Fees that you have to pay in connection with the preparation of **your claim** are not covered.

FLOOD

Damage caused by the escape of water from its normal and natural confines, such as rivers and lakes or from artificial watercourses such as reservoirs, canals, drains and sewers. Or a rise in the water table resulting in flooding, including flash flooding (a localised sudden extensive downpour resulting in ingress of water to property at ground level).

HEAVE

Expansion or swelling of the land beneath the **buildings** resulting in upwards movement.

HOME

The private dwelling and its outbuildings used solely for domestic purposes, at the Risk Address as shown in **your** Schedule.

HOUSEHOLD

You, your spouse or partner, relatives and any other person permanently living in the **home** but not any lodger, tenant or paying guest.

LANDSLIP

Movement of land down a slope.

LOCAL AUTHORITY REQUIREMENTS

The additional costs **you** have to pay to repair damage due to the need to comply with any Government or Local Authority requirements or regulations, but excluding any costs relating to requirements or regulations which were notified to **you** before the loss or damage occurred.

List of Definitions (Cont.)

MOTOR VEHICLE

Any electrically or mechanically propelled vehicle for adults or children. **Motor vehicle** does not include any:

(a) vehicle used only as domestic gardening equipment within the **home's** boundaries.

(b) battery operated golf cart or trolley.

(c) pedestrian controlled toy or model.

MONEY

Cash, bank and currency notes, cheques, money and postal orders, postage stamps which are not part of a stamp collection, savings stamps and savings certificates, premium bonds, luncheon vouchers, travellers cheques, travel season tickets and gift tokens. Any money, as defined, relating to **your** business is not covered.

PERIOD OF INSURANCE

The period shown on **your** Schedule for which **we** agree to accept and you have paid the premium.

PERSONAL POSSESSIONS (Electrical Items)

Personal possessions electrical items taken out of the home include the following:

Portable games consoles, laptops, notepad computers, e-readers, satellite navigation, MP3 players, mobile phones, hearing aids. Subject to the following exclusions:

(a) **Money** and credit cards.

(b) Drones.

PERSONAL POSESSIONS (Non-Electrical Items)

Personal possessions include the following items which may be taken out of the home:

Jewellery, watches, items of gold, silver or other precious metals, musical instruments and equipment, photographic equipment, spectacles, works of art, antiques, stamp, coin and medal collections and sports equipment.

REMOVAL OF DEBRIS

The cost of removing debris, demolishing, propping or shoring up parts of the **buildings** which have been damaged. **Our** prior consent is required except where immediate action is needed in the interest of public safety.

List of Definitions (Cont.)

STORM

A storm is a period of violent weather defined as:

(a) wind speeds with gusts of at least 48 knots or 55 mph (equivalent to storm force 10 on the Beaufort Scale).

(b) torrential rainfall at a rate of at least 25mm per hour.

(c) snow to a depth of at least one foot (30 cm) in 24 hours.

(d) hail of such intensity that it causes damage to hard surfaces or breaks glass.

SUBSIDENCE

Downward movement of the land beneath the **buildings** that is not a result of settlement.

TERRITORIAL LIMITS

England, Scotland, Wales, Northern Ireland and the Channel Islands.

TERRORISM

An act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological, ethnic or similar purposes or reasons including the intention to influence any government and/or to put the public, or any section of the public in fear.

UNOCCUPIED

Not consistently lived in and not consistently occupied overnight by **you**, any member of **your household** or any other person who has **your** permission.

It is accepted by **us** that **your home** will be **unoccupied** at certain times when you are away on holiday. **We** agree that **we** shall not regard **your home** as being **unoccupied** at these times, subject to such holiday periods not amounting to more than 60 days in any **period of insurance**. If the holiday period is likely to exceed 60 days, **you** must contact **us** as soon as **you** know.

VALUABLES

Jewellery, watches, items of gold, silver or other precious metals, musical instruments and equipment, photographic equipment, spectacles, works of art, antiques, stamp, coin and medal collections.

WE/US/OUR

For Sections 1, 2, 3, 4, 5 & 6 The Salvation Army General Insurance Corporation Limited.

For Section 7 see the definition in Section 7.

YOU/YOUR

The person or persons named in **your** Schedule.

Complaints Procedures

The complaints procedures apply to all Sections of the Policy underwritten by sagic.

We greatly value **our** customers and aim to provide excellent products and services.

We are committed to treating **our** customers fairly and use a friendly approach in all communications with clients. However, **we** recognise that sometimes circumstances may arise where **you** feel **you** have cause for complaint.

We always do **our** best to resolve complaints as quickly, thoroughly and fairly as possible. This document explains how **we** respond to **your** complaint and what **you** can expect if **you** complain.

How to make a complaint

If **you** have purchased **your** policy from a broker, please initially submit **your** complaint to them. Alternatively, if **you** have purchased this policy directly from sagic, then please contact **us** and tell **us**:

- **Your name, address and contact details**
- **Details of what has gone wrong and when it happened**
- **Your policy details (if applicable)**

You can contact us by:

Call
0300 030 1865

Email
complaints@sagic.co.uk

Post
The Complaints Department,
The Salvation Army General Insurance Corporation Limited, Saxon House, 27 Duke Street, Chelmsford, CM1 1HT

Our Complaints Handling Process

We aim to resolve complaints as quickly as possible and within 3 working days of receiving **your** complaint. If **your** complaint is resolved within 3 days, **we** will send **you** a Summary Resolution Communication that includes contact details for the Financial Ombudsman Service (FOS). If **you** are dissatisfied with **our** response, **you** can refer **your** complaint to the FOS within six months from the date of the Summary Resolution Communication.

Complaints Procedures (Cont.)

However, some complaints are more complex and may require more time to investigate and resolve. If this is the case, **we** will write to **you** within 5 working days of receiving **your** complaint, summarising the complaint to ensure **we** have understood it correctly. **We** will also provide you with copy of this complaint procedure.

We will keep **you** updated throughout **our** investigation into **your** complaint and will write to **you** after 4 weeks if **we** are still investigating **your** complaint.

When **we** have completed **our** investigation, **we** will write to **you** within eight weeks and provide **you** with a Final Response, or a response that explains any further delay in investigating the complaint, and why **we** are unable to provide a final response at this stage. If **you** are not satisfied with **our** response, **you** can refer **your** complaint to the Financial Ombudsman Service. **You** have six months to do this from the date of **our** Final Response or our response that explains further delay with the investigation. **We** will provide **you** with a FOS leaflet or link to the online version of the leaflet at this stage of the process.

The Financial Ombudsman Service (FOS)

The Financial Ombudsman Service is a free, independent service for resolving disputes between customers and financial services institutions.

Contact details:

Call
0800 023 4567 or 0300 123 9123

Email
complaint.info@financial-ombudsman.org.uk

Website
www.financial-ombudsman.org.uk

Post
The Financial Ombudsman Service,
Exchange Tower,
London, E14 9SR

The Financial Services Compensation Scheme (FSCS)

The Financial Services Compensation Scheme (FSCS) was set up to protect customers should an insurer go out of business and be unable to meet its liabilities or pay **claims**.

If one of the insurers on this Policy fails in this way, **you** may be entitled to compensation from FSCS.

The FSCS protection for insurance claims is 90% of the **claim** with no upper limit in respect of UK insurance policies issued by a UK authorised insurer. This Policy and the insurers involved in providing the cover meet these requirements.

For further information, contact the Financial Services Compensations Scheme:

Call
0800 678 1100 or 0207 741 4100

Fax
020 7892 7301

Email
enquiries@fscs.co.uk

Website
www.fscs.org.uk

Post
Financial Services Compensations Scheme
10th Floor, Beaufort House,
15 St Botolph Street,
London, EC3A 7QU

Claims Procedures (see also General Condition 8 on page 25)

Set out below are **your** and **our** responsibility in connection with **claims** under this Policy.

Please note the following **claims** conditions are a condition precedent to **our** liability for all claims under this policy if **you** fail to comply with any of **your** responsibilities shown below or, in the case of Sections 7 & 8, as shown within those sections, **we** may at **our** option refuse to deal with **your** claim or reduce the amount for payment as **we** deem appropriate and **we** may cancel **your** Policy.

Your Responsibilities in Respect of Claims Involving Loss of or Damage to **Your** Property as Insured by Sections 1, 2, 3, 4, 5 & 6

1. Give immediate notification to the police if the **claim** involves property that is lost, stolen, damaged maliciously or damaged by rioters.
2. Report the **claim** to **us** as soon as practicable and in any event within 31 days of the occurrence.
3. Provide all information and assistance that **we** may reasonably require without delay, including access to the site of the incident to enable **us** to deal with **your claim**.
4. Take all reasonable steps to recover any lost or stolen property and advise **us** as soon as practicable of any such property that is returned to **you**.
5. At **your** expense provide **us** with:
   (a) estimates for any repairs or reports.
   (b) estimates for any replacement items or property.
   (c) proof of ownership, including valuations to support all aspects of **your claim**.
6. Not abandon any property to **us**.
7. Allow **us** to take over and conduct in **your** name the defence or settlement of any **claim** or prosecute in **your** name for **our** benefit any **claim** against another party for indemnity or damages or otherwise.
8. Do not dispose of any damaged property without gaining **our** prior approval.

Your Responsibilities in Respect of Claims Being Made Against You for Your Legal Liability as Insured Under Sections 1a or 2a

You must:

1. Notify **us** immediately if someone is making a claim against **you**.
2. Not make any promise to pay or any admission of liability.
3. Send any letter or document to **us** unanswered.

Your Responsibilities in Respect of Claims You Wish to Make Under Section 7 – Family Legal Protection Insurance or to Access the Helplines Offered Under Section 7

For **your** responsibilities under Section 7 – Family Legal Protection, please refer to that section of the Policy.

Claims Procedures (Cont.) (see also General Condition 8 on page 25)

Our Responsibilities in Respect of All Sections of the Policy With the Exception of Sections 7 & 8.

We will:

1. Deal with **your claim** fairly and promptly.
2. Acknowledge **your** initial notification of the **claim** and send **you** a **claim** form or advise **you** the action **you** need to take.
3. Keep **you** informed on the status of **your claim** from time to time.
4. Once the **claim** is agreed, settle the **claim** promptly in accordance with the appropriate Basis of Settlement set out in this Policy.
5. Give **you** an explanation of the reasons if **we** turn down **your** claim or any part of it.

Claims Guarantee

Following a **claim**, any permanent work carried out by a supplier provided by sagic are guaranteed for 1 year from completion of the works.

How we Settle a Claim (Section 8)

Please see Section 8 for the list of definitions.

We will arrange for an **approved contractor** to assess the situation and carry out **emergency** repairs to **your property** to stabilise the situation and remove the **emergency** or restore the normal operation of the boiler.

Where the cost of a **permanent repair** is similar to the cost of an **emergency** repair **we** may, at **our** sole discretion, authorise **our approved contractor** to undertake a **permanent repair** to **your property**.

We will pay up to a maximum as detailed on **your property emergency Schedule** for any claim including VAT, call-out charges, labour, parts, and materials.

We will not pay for more than three claims within the **period of insurance**.

Whilst **we** will make every effort to make sure that **we** supply **you** with the full range of services in all emergencies covered by this policy, remote geographical locations or unforeseeable adverse local conditions may prevent **us** from providing the normal standard of service.

We cannot be responsible for any inconvenience, loss or damage caused by a delay in the manufacturers, or their suppliers or agents, supplying spare parts.

The maximum amount that **we** will pay during any **period of insurance** is **detailed on your property emergency Schedule** including VAT.

General Exclusions That Apply to Sections 1-6 of the Policy

This Policy does not cover:

1. ASBESTOS

Liability arising from or contributed to by the manufacturing, mining, use, sale, installation, removal, distribution of or exposure to asbestos, materials or products containing asbestos or asbestos fibres or dust.

2. BREAKDOWN

Mechanical or electrical breakdown, fault or failure.

3. COMMUNICABLE DISEASES

The transmission by **you** or any member of **your household** of any human infectious or contagious diseases (either known/ discovered or unknown/undiscovered at the date of the inception of the insurance policy), whether notifiable or otherwise.

4. COMPUTER FAILURE

Any **claim**, loss, liability or expense caused by or arising directly or indirectly from or in any way relating to the failure of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software, whether or not it is **your** property, to:

(a) correctly recognise any date as its true calendar date

(b) capture, save or retain, and/or correctly manipulate, interpret or process any data or information or command or instruction as a result of treating any date otherwise than its true calendar date

(c) capture, save, retain or correctly process any data as the result of the operation of any command which has been programmed into any computer software, being a command which causes the loss of data or the inability to capture, save, retain or correctly to process such data on or after any date

but this shall not exclude subsequent loss of or damage to **your** property specifically insured by the Policy or any loss or damage not otherwise excluded which itself results from:

Fire, Smoke, Explosion, Lightning, Earthquake, Riot, Civil Commotion, Strike, Labour or Political Disturbance, Malicious Person, Vandals, Escape of Water or Oil from any fixed water or heating installation, Theft or Attempted Theft, Impact involving aircraft, aerial device or anything falling from them or by a vehicle or animal.

This exclusion does not apply to any cover for Liability to **Domestic Employees.**

5. CONFISCATION

Confiscation or requisition by order of any government or public body.

General Exclusions That Apply to Sections 1-6 of the Policy (Cont.)

6. CONSEQUENTIAL LOSS

Consequential loss of any kind or description incurred by **you** or **your household**.

7. DELIBERATE DAMAGE OR CRIMINAL ACTS

Any deliberate, malicious or willful acts or arising from any criminal activity by **you** or any member of **your household**.

8. EXISTING DAMAGE

Any loss or damage occurring before the cover by this Policy commences.

9. POLLUTION OR CONTAMINATION

Any loss damage or liability arising from pollution or contamination unless caused by a sudden and unforeseen and identifiable accident.
All pollution which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

10. RADIOACTIVE CONTAMINATION AND CONFISCATION

Any loss or damage to property, legal liability, expense, consequential loss or **bodily injury** directly or indirectly caused by or arising from or contributed to by nuclear energy or radioactivity of any kind including but not limited to any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss:

(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 or contaminating properties of any nuclear installation, reactor or nuclear assembly or nuclear component.

(c) Any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter.

11. REDUCTION IN VALUE

Any reduction in value of the property insured following a **claim** settlement.

12. SONIC BANGS

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

13. TERRORISM

(a) In respect of Sections 1a (property owners' legal liability) and 2a (occupiers' personal and employers' legal liability):

Other than to any **domestic employee**, liability to third parties or any liability incurred by **you** for damages, costs and expenses directly or indirectly caused by, resulting from or in any connection with any act of **terrorism** or any action taken in controlling, preventing, suppressing or in any way relating to any act of **terrorism**.

General Exclusions That Apply to Sections 1-6 of the Policy (Cont.)

(b) In respect of all other sections of the Policy

Any loss of or damage to property, legal liability, expense, consequential loss or **bodily injury** directly or indirectly caused by, resulting from or in connection with any act of **terrorism** involving:

(i) Contamination or the threat of Contamination.

(ii) Any action taken in controlling, preventing or in any way relating to Contamination or threatened Contamination.

Regardless of any other cause or event contributing at the same time or in any other sequence to the loss.

For the purpose of this exclusion Contamination means the contamination, poisoning or prevention and/or limitation of the use of property or objects due to effects of any substance or process.

If **we** allege that by reason of this exclusion any loss, damage, expense, liability or consequential loss is not covered by this insurance the burden of proving the contrary shall be upon **you**.

14. WAR RISKS

Any loss, damage or liability which is the direct or indirect result of any of the following, whether or not contributed to by any other cause or event:

war, invasion, activities of a foreign enemy, hostilities or warlike operations (whether war has been declared or not) civil war, mutiny, revolution, or insurrection (meaning people rising up and rebelling against the government by force), civil commotion which is so severe or widespread that it resembles a popular uprising, military power (even if properly authorised by the duly elected government), usurped power (meaning power taken by force by any person or group, including the armed forces, which is not the duly elected government) or property being confiscated by any government or public or local authority.

15. WEAR AND TEAR

Wear and tear, depreciation or any gradually operating cause, including but not limited to wet rot, dry rot, rust, deterioration and the like.

16. FAULTY WORKMANSHIP OR DESIGN

Loss or damage caused by faulty workmanship, defective design or the use of defective materials.

General Conditions That Apply to Sections 1-6 of the Policy

1. CANCELLATION

We may cancel this Policy by giving **you** 30 days notice and **you** may cancel the Policy by giving **us** 30 days notice of cancellation at any time. If **we** decide to cancel, **we** will advise **you** in writing.

Reasons why **we** may cancel **your** policy included, but are not limited to:

(a) where a change in **your** circumstances means that **we** can no longer provide cover;

(b) failure to comply with policy terms and conditions;

(c) use of threatening or abusive behaviour or language, or intimidating or bullying of **our** staff or suppliers;

If **you** cancel, **you** must advise **us** by either telephone, email or in writing. If **your** policy is cancelled **we** will return to **you** the unexpired portion of any premium paid. However if **you** have made a **claim**, there will be no return of premium.

In the event that **you** pay **your** premiums by Direct Debit, if **you** cancel the Policy and **your** Direct Debit instructions in such a way that premium is still owing to **us**, **you** must pay **us** the outstanding balance as soon as possible as it forms part of **your** contract with **us**.

2. CHANGE IN CIRCUMSTANCES

You must tell **us** as soon as possible if any circumstances on which this insurance was based have changed. Failure to do so will give us the right to amend premium, change terms or cancel **your** Policy.

Details that must be advised to **us** include:-

(a) if **you** change address

(b) If **you** carry out any works, changes or alterations to **your** property (other than routine maintenance or decoration)

(c) if **your home** is used for business purposes other than clerical work

(d) if **your home** is let, sublet or used as a holiday home

(e) if **you** or a member of **your household** are prosecuted for or convicted of any offence other than motoring offences

(f) if **you** or a member of **your household** is declared bankrupt or subject to a CCJ

(g) if **your home** becomes **unoccupied**

3. CLAIMS

In the event of a **claim you** must follow as far as is practicable the CLAIMS PROCEDURES set out on pages 19 - 20.

Failure to do so may result in **your** claim being rejected or reduced or **we** may cancel **your** Policy from the start of the current period of insurance.

General Conditions That Apply to Sections 1-6 of the Policy (Cont.)

4. CONTRACTS (RIGHTS OF THIRD PARTIES)

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

5. DUTY OF CARE

It is a condition precedent to **our** liability for all **claims** under this Policy that **you** must:

(a) do all that is reasonably possible to:
  (i) protect the property insured;
  (ii) prevent, or reduce the extent of **damage**;
  (iii) prevent accidents or **bodily injury**.

(b) keep any property insured under this Policy in good condition.

6. FRAUD

You must be honest in **your** dealings with **us** at all times.

If **we** judge that **you** have deliberately misrepresented any information to **us** when asking for, renewing or changing cover, **we** may end **your** policy without further notice. **We** will also keep any premiums **you** have paid. **We** may recover from **you** claims payments **we** have previously made, including costs.

If **you**, any person insured under this policy, or anyone acting on **your** behalf attempts to deceive **us**, or knowingly makes a fraudulent, false or exaggerated **claim**, **we**:

(a) will not be liable to pay the **claim**

(b) may recover any sums paid to **you** in respect of the **claim**

(c) will cancel **your** policy and will no longer be liable to **you** in any regard after the fraudulent act

(d) may take legal action against **you**.

7. GOVERNING LAW AND LANGUAGE

This Policy will be governed by English law unless **you** live in Scotland in which case the law of Scotland will apply.

If there is any dispute as to which law applies it shall be English law.

We will communicate with **you** in English at all times.

8. OTHER INSURANCE

If any loss, damage or legal liability covered by this Policy is also covered by another insurer, **our** liability will be **our** rateable proportion of any **claim**.

9. SETS

If any undamaged item or item(s) forming part of a pair, set or suite needs replacing following an insured event covered under this Policy, we will contribute 50% of the cost of replacing the undamaged item(s).

General Conditions That Apply to Sections 1-6 of the Policy (Cont.)

10. FAIR REPRESENTATION

You have a duty to make to **us** a fair presentation of the risk before the inception of this Policy; when an alteration is made to this Policy; and at the renewal of this Policy.

If a breach of such duty is:

(a) deliberate or reckless

i. in relation to an alteration made to this Policy, **we** may treat this Policy as cancelled with effect from the time when the alteration was made and retain any premiums paid; or

ii. in relation to inception or renewal of this Policy **we** may void this Policy and refuse all **claims** and retain any premiums paid; or

(b) neither deliberate nor reckless

i. in relation to an alteration made to this Policy and **we** would not have agreed to the alteration on any terms, **we** may treat this Policy as if the alteration was never made; or

ii. in relation to inception or renewal of this Policy and **we** would not have entered into this Policy on any terms, **we** may void this Policy and refuse all **claims** but will return any premiums paid; or

(c) neither deliberate nor reckless

i. in relation to an alteration made to this Policy, and **we** would have agreed to the alteration but on different terms; or

ii. in relation to inception or renewal of this Policy, and **we** would have entered into this Policy but on different terms,

the Policy will be treated as if it has been entered into on those different terms, if either of the above would have resulted in **us** charging an increased premium on what was actually charged, **we** may reduce proportionately the amount to be paid on a **claim**. **We** will pay on such claim a percentage of what **we** would otherwise have been liable to pay (whether on the original terms, or as varied, or under the different terms), based on the total premium actually charged compared to the premium that **we** would have charged;

We will be entitled to vary the premium and any terms in respect of any ongoing acceptance of cover (where agreed by **us**), in relation to a breach of the duty to make to **us** a fair presentation of the risk.

11. JOINT POLICYHOLDERS

Any person named on **your** schedule can change the policy or make a claim. **We** can only remove a named person if they agree, if **we** are ordered to by a court, or if they have died and their personal representatives ask **us**.

Data Protection and Privacy Notice

At sagic **we** recognise **our** responsibility to treat **your** personal information with care and to comply with all relevant legislation.
For all personal information held about **you** **we** are classed as the data controller, **we** will process this information as necessary for performance of **our** contact of insurance with **you**; when it is in **our** legitimate interests to do so; and when **we** are obliged by law to do so.

To assist in administration of **your** Policy data may be passed to other parties including Brokers, Reinsurers, Loss Adjusters, Service Providers, Regulators, Police/Government/Fraud Agencies. These parties could also be a data controller and where necessary will issue their own Data Protection & Privacy Policies.

We may also record telephone calls to help us monitor and improve the services **we** provide, for full details of how **we** use **your** data and **your** rights please see:

https://www.sagic.co.uk/privacy-policy

Section 1 – Buildings Insurance

What is Covered	What is Not Covered
We will pay for loss of or damage to **buildings** caused by an Insured Event 1. to 11. and Extensions 12-18 below:	**We** do not pay for loss of or damage to **buildings** caused by the following: (i) The **excess** detailed in **your** Schedule. (ii) The exclusions listed in this column or under the General Exclusions on pages 21 - 23.
1. Fire, Smoke, Explosion, Lightning and Earthquake.	(i) Smoke damage by any gradually operating cause. (ii) Heat without flames.
2. **Storm** or **Flood**.	(i) Damage to gates, fences, hedges or tennis courts. (ii) Damage caused by frost, **subsidence**, **landslip** or **heave**. (iii) Damage to oil or fuel tanks, hot tubs and swimming pools.
3. Riot, Civil Commotion, Strike, Labour or Political Disturbance, Malicious Persons or Vandals.	(i) Damage occurring if **your home** is left **unoccupied** for more than 60 days. (ii) Malicious damage by any person lawfully in **your home**.

Section 1 — Buildings Insurance (Cont.)

What is Covered	What is Not Covered
4. **Subsidence** or **Heave** of the site beneath the **buildings** or **Landslip** causing the **buildings** or part of it to collapse.	(i) Damage to terraces, patios, drives, paths, garden walls, hedges, outdoor swimming pools, fishponds, ornamental ponds, tennis courts and gardens unless the foundations beneath the external walls of **your home** are damaged at the same time. (ii) Damage caused by the bedding down of new structures or settlement of newly made up ground. (iii) Damage to solid floor slabs or resulting from their movement, unless the foundations beneath the external walls of **your home** are damaged at the same time. (iv) Damage caused by coastal erosion. (v) Damage resulting from demolition or structural repairs or alterations to the **buildings**. (vi) Faulty workmanship or design or defective materials in the **building**. (vii) Damage to oil tanks. (viii) Damage caused by settlement, or by shrinkage or expansion of parts of the **buildings**.
5. Escape of water or oil from any fixed water or heating installation or domestic appliance.	(i) The repair of the part of the installation from which water or oil escapes. (ii) Damage occurring if **your home** is left **unoccupied** for more than 60 days. (iii) Damage caused to any part of **your buildings** due to **subsidence** caused by escape of water.

Section 1 — Buildings Insurance (Cont.)

What is Covered	What is Not Covered
6. Freezing of domestic water and heating installations resulting in damage thereto.	(i) Damage due to age, rust, corrosion, wear and tear. (ii) Damage due to poor insulation or lagging. (iii) Damage occurring if **your home** is left **unoccupied** for more than 60 days.
7. Theft or attempted theft.	(i) Damage if **your home** is left **unoccupied** for more than 60 days. (ii) Theft by a member of **your household** or a lodger, tenant or paying guest.
8. Impact involving an aircraft, aerial device or anything falling from them, or by a train, vehicle or animal.	(i) Damage caused by insects or by domestic pets owned by **you** or anyone residing in **your home**.
9. Breakage or collapse of satellite dishes, receiving aerials and their fittings or masts.	(i) Damage to the satellite dish, aerial, fitting or mast itself.
10. Falling trees, branches, telegraph poles or lamp post including the cost of removing any that cause damage to the **home**.	(i) Damage to tennis courts. (ii) The cost of removal if **buildings** are not damaged at the same time. (iii) Damage due to tree felling, lopping or topping operations undertaken on the site of **your home**.

Section 1 – Extensions

What is Covered	What is Not Covered
11. **Weight of snow** Weight of snow for garages and outbuildings.	(i) Damage to any **building** not built of brick, stone or concrete. (ii) Damage to any **building** which does not have a tile or slate roof. (iii) Damage to gates, fences, hedges or tennis courts.
12. **Underground Pipes, Cables and Drains** Accidental damage to underground pipes, cables and drains supplying the **building** but this cover is limited to £2,500 in respect of all work necessary to clear a blocked underground pipe.	(i) Damage for which **you** are not legally responsible. (ii) Wear, tear and gradual deterioration. (iii) Blockage by anything deliberately discharged into a drain by **you** or with **your** permission. (iv) Damage caused to any part of **your buildings** due to **subsidence**.
13. **Glass, Ceramic Hobs and Sanitary Ware** Accidental breakage of fixed glass, solar panels, ceramic hobs or tops in fixed units and sanitary ware.	(i) Damage occurring if **your home** is left **unoccupied** for more than 60 days. (ii) Damage to fixed glass in furniture.

Section 1 – Extensions (Cont.)

What is Covered	What is Not Covered
14. **Alternative Accommodation or Loss of Rent** The cost of comparable alternative accommodation or loss of rent receivable for the period that the **buildings** are uninhabitable in consequence of damage due to an Insured Event 1. to 11. on page 28 - 31 or **accidental damage** on page 34. This extension is subject to a maximum limit of £25,000 or the amount as shown in **your** Schedule (whichever is higher).	(i) This cover shall not apply to damage to either property if there is any other insurance in force covering such damage.
15. **Emergency Access** Damage to **your home** and Garden caused by forced access to attend: (i) a medical emergency (ii) an event that would result in damage to **your home** by an Insured Event 1. to 11. on pages 28 - 31.	
16. **Sale of your home** (i) When **you** have exchanged contracts to sell **your home** the buyer will have benefit of cover under Section 1 until completion of the sale. (ii) If **we** have agreed to insure **your** new **home** Section 1 cover shall commence from the exchange of contracts.	(i) This cover shall not apply to damage to either property if there is any other insurance in force covering such damage.

Section 1 — Extensions (Cont.)

What is Covered	What is Not Covered
17. **Locks and Keys** The cost of replacement locks and keys to external doors, alarm systems or a domestic safe in **your** home required due to the keys being accidentally lost or stolen. This extension is subject to a maximum limit of £2,500.	
18. **Trace and Access** Where the **buildings** are insured and if they are damaged due to an escape of water from any fixed water or heating installation for which **you** are legally responsible **we** will pay the reasonable cost that **you** incur in finding the source of damage. The most **we** will pay is £5,000 but not more than £2,500 for a water leak outside the **home**.	(i) The cost of repair of the source of the damage unless the cause is covered elsewhere in this Policy.

Section 1 – Accidental Damage (Optional)

This extension applies to buildings cover when shown in your Schedule and up to a maximum sum insured as shown in your Schedule.

What is Covered

1. Sudden, unintentional and unexpected physical loss, breakage or damage that can be seen.

We Do Not Pay For

(i) The excess stated in **your** Schedule.

(ii) Any loss or damage that is excluded by the **General Exclusions** to this Policy.

(iii) Damage caused by domestic pets belonging to anyone residing in **your home**.

(iv) Damage occurring if **your home** is left **unoccupied** for more than 60 consecutive days.

(v) Loss or damage caused by any process of cleaning, dyeing, altering, repairing, renovation, restoring or dismantling of the apparatus.

(vi) Loss or damage caused by demolition, structural alterations, or structural repair to the **building**.

(vii) Loss or damage caused by mechanical or electrical fault, breakdown or failure.

(viii) Loss or damage caused by faulty workmanship, defective design or the use of defective materials.

(ix) Damage caused by **subsidence**, **landslip** or **heave**.

(x) Mysterious disappearance or unexplained shortages.

(xi) Damage caused by damp, mildew, rot or fungus.

(xii) Damage caused by by vermin, insects.

Section 1 – Basis of Settlement of Claims

In event of a **claim** under Section 1 **we** will pay for the loss or damage including **fees, removal of debris** and the cost of complying with **local authority requirements**. **We** will at **our** sole option either:

(i) repair or reinstate the **buildings** to a condition as near as possible to the condition immediately before the loss or damage occurred.
(ii) pay to repair or rebuild the damage part of the **buildings** to a condition as near as possible to the condition immediately before the loss or damage occurred.
(iii) make a cash payment.

If the repair or reinstatement is not carried out **we** will pay the resultant reduction in the market value but not to exceed the amount that would have been expended on the repair or reinstatement had the work been carried out without delay.

We will not pay for any reduction in the market value of **your home** following repair or reinstatement.

The most **we** will pay for all loss or damage resulting from one insured incident under Section 1 is the sum insured shown in **your** Schedule, adjusted by any inflation index linking due under the provisions of the Policy plus any amount due in respect of Extension 13 – Alternative Accommodation or Loss of Rent.

A deduction will be made for wear and tear if the **buildings** are not maintained in good condition.

If an **excess** applies to **your claim** then the **excess** will be applied before any limits or sums insured.

Basis of Settlement – Alternative Accommodation

In the event of a **claim** under 13. Alternative Accommodation or Loss of Rent **we** will pay reasonable costs for alternative accommodation for **you**, kennel fees for **your** domestic pets, and lost rent that reflects **your** needs. Each **claim** will be reviewed taking into account how long **you** will need the accommodation, how many people will live there, and what's available locally and what it costs. **We** will only cover alternative accommodation for the shortest period necessary to return **your home** to a condition that's habitable for **you** to live in.

Basis of Settlement – Flood

In the event of a **claim** under 2. Flood and the total cost of **your Buildings claim** will be more than £25,000, after the deduction of any **excess**, **we** will offer to pay up to an additional £10,000 for **flood** resistance and recoverability measures to be installed during the repair, where:

(a) a **flood** survey arranged or agreed by **us** identifies that these measures will help reduce the likelihood or severity of damage in the future; and
(b) **we** approve all costs before installation.

Section 1a – Property Owners Liability

What is Covered

1. **We** will pay all amounts which **you** become legally liable to pay as owner (not as occupier) of the **buildings** and its land for damages and **costs and expenses** if accidental:
   (i) **bodily injury** to any person, or
   (ii) **damage** to material property occurs during the **period of insurance**.

2. Cover under 1. above also extends to the:
   (i) **buildings** of any home **you** used to live in.
   (ii) **buildings** for 7 years after the date of cancellation of the Buildings section of this Policy due to sale of the **buildings**.

   but only in respect of **your** legal liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises Act (Northern Ireland) Order 1975.

INDEMNITY LIMIT

The most **we** will pay for any **claim** including **costs and expenses** is the Property Owners Liability indemnity limit shown in the Schedule.

What is Not Covered

1. Liability arising from:
(a) **bodily injury** of a member of the **household** or any person employed by a member of the **household**.
(b) **damage** to property belonging to or under the control of a member of the **household** or any person employed by a member of the **household**.
(c) an agreement unless liability would have existed without the agreement.
(d) any business, profession or occupation.
(e) a **claim** under the Defective Premises Act which is insured by a more recent or current Policy.
(f) costs of remedying any fault or alleged fault in any private residence **you** previously owned or occupied.
(g) the ownership or use of any lift or **motor vehicle**.

2. Liability for:
(a) fines, penalties or punitive, exemplary, aggravated or multiplied damages.
(b) liquidated damages.

3. Liability covered by any other insurance.

Section 1a – Property Owners Liability (Cont.)

Special Notes

(not forming part of the Policy):

Owners of buildings need to insure their liability as property owner and this cover is provided under Section 1a (legal liability).

However, accidents resulting in bodily injury to third parties or damage to their property that happen in buildings or on land are, by law, usually the responsibility of the occupier (the person who lives in the building or on the land) rather than the owner.

The Property Owners' Liability as insured under Section 1a of this Policy does not cover your legal liability as the occupier of the home or its land.

If you are both the owner and the occupier of the building, then to protect yourself you will need to purchase Occupiers' Liability cover, which we provide under Section 2a of this Policy when you purchase Contents Insurance.

Section 2 – Contents Cover

What is Covered	What is Not Covered
We will pay for loss of or damage to **contents** when in **your home** caused by an Insured Event 1. to 10. and Extensions 11-27 below:	**We** do not pay for loss of or damage to **contents** caused by the following: (i) The **excess** detailed in **your** Schedule. (ii) The exclusions listed in this column or under the General Exclusions on pages 21 - 23.
1. Fire, Smoke, Explosion, Lightning and Earthquake.	(i) Smoke damage by any gradually operating cause. (ii) Heat without flames.
2. **Storm** or **Flood**.	(i) Damage to gates, fences, hedges or tennis courts.
3. Riot, Civil Commotion, Strike, Labour or Political Disturbance, Malicious Persons or Vandals.	(i) Damage occurring if **your home** is left **unoccupied** for more than 60 days. (ii) Malicious damage by anyone who is lawfully in **your home**.
4. **Subsidence** or **Heave** of the site beneath the **building** or **Landslip** causing the **building** or part of it to collapse.	(i) Damage caused by coastal erosion. (ii) Damage caused by settlement, or by shrinkage or expansion of parts of the **buildings**. (iii) Damage to any fixtures or fittings.
5. Escape of water or oil from any fixed water or heating installation or domestic appliance.	(i) The repair of the part of the installation from which water or oil escapes. (ii) Damage occurring if **your home** is left **unoccupied** for more than 60 days. (iii) Damage to your **contents** caused due to **subsidence** caused by escape of water.

Section 2 – Contents Cover (Cont.)

What is Covered	What is Not Covered
6. Accidental loss of domestic heating oil or metered water.	(i) Damage occurring if **your home** is left **unoccupied** for more than 60 days.
7. **Theft or attempted theft.** The maximum amount payable for theft or attempted theft from garages or outbuildings is £5,000.	(i) Loss by deception, except where deception is used solely to gain entry into **your hom**e. This cover is limited to £1,000. (ii) Loss or damage caused by **you** or a member of **your household**. (iii) Loss while **your home** or any part of it is lent, let, sub-let or occupied by paying guests unless violent force has been used to enter or leave **your home**. (iv) Loss of **money** unless involving entry to or exit from **your home** by forcible and violent means or entry by deception. (v) Loss of **money** or **valuables** from garages or outbuildings. (vi) Loss or damage occurring if **your home** is left **unoccupied** for more than 60 days.
8. Impact involving an aircraft, aerial device or anything falling from them, or by a train, vehicle or animal.	(i) Damage caused by insects or by domestic pets owned by **you** or anyone residing in **your home**.
9. Damage to satellite dishes and receiving aerials, their fittings or masts due to breakage or collapse.	
10. Falling trees or branches, telegraph poles or lamp posts.	(i) Damage due to tree felling, lopping or topping operations undertaken on the site of **your home**.

Section 2 – Extensions

What is Covered	What is Not Covered
11. **Glass in furniture, Mirrors, and Glass or Ceramic Hobs.** Accidental breakage of glass tops to furniture and fixed glass in furniture, mirrors or glass or ceramic hobs to freestanding cookers.	(i) Damage occurring if **your home** is left **unoccupied** for more than 60 days.
12. **Theft of Keys** The cost of replacement locks and keys to external doors, alarm systems or a domestic safe in **your home** required due to the keys being accidentally lost or stolen. This extension is subject to a maximum limit of £2,500.	
13. **Contents** (including trees, shrubs, plants and flowers) **in the Garden** Loss or damage to **contents** in the garden of **your home**, including landscaping costs, as a result of an Insured Event 1. and 3-10 on pages 37 - 40. This extension is subject to a maximum limit of £1,000.	(i) Damage caused by domestic pets belonging to anyone residing in **your home**, or by vermin, insects, damp, mildew, rot, fungus or other gradual cause. (ii) **Money** or **valuables**. (iii) Pedal cycles. (iv) Loss or damage caused by **storm** or **flood**. (v) Loss or damage occurring if **your home** is left **unoccupied** for more than 60 days.
14. **Home Entertainment** Accidental breakage to televisions sets, dvd players, games consoles, home computers or audio equipment in the **home**.	(i) Any equipment designed to be portable. (ii) Any **Personal Possessions (Electrical Items)**. (iii) Damage caused by incorrect installation, repairs or maintenance including the fitting of batteries.

Section 2 – Extensions (Cont.)

What is Covered	What is Not Covered
15. **Alternative Accommodation or Loss of Rent** Loss of Rent receivable or the reasonable cost of comparable alternative accommodation for the period that the **buildings** are uninhabitable as a consequence of damage due to an Insured Event 1. to 10. on pages 37 - 40 or **accidental damage** on page 46. This extension is subject to a maximum limit of £25,000 or the amount as shown in **your** Schedule (whichever is higher).	(i) This cover shall not apply to damage to either property if there is any other insurance in force covering such damage.
16. **Contents Temporarily Removed from Your Home** Loss of or damage by any Insured Event 1 to 10 on pages 37 - 40 to **contents** temporarily removed from **your home**:	
(a) into a bank, safe deposit, occupied private dwelling house or any building where members of **your household** are living or carrying on their business in the British Isles.	(i) Loss of **money** by theft.
(b) elsewhere in the British Isles. This extension is subject to a maximum limit of £10,000.	(i) Loss or damage to property removed for sale or exhibition or to a furniture depository. (ii) Loss or damage caused by malicious persons or vandals. (iii) Loss or damage caused by **storm** or **flood** to property not in a **building**. (iv) Loss or damage by theft, unless from a **building** and there is forcible or violent entry to or exit from it. (v) Loss or damage to any student belongings or pedal cycles.

Section 2 – Extensions (Cont.)

What is Covered	What is Not Covered
17. **Tenants' Liability For Damage** Where **you** are the tenant and not the owner of **your home**, the insurance by this Policy is extended to cover the amounts **you** become legally liable to pay under the terms of **your** tenancy agreement for: the **buildings**, including decorations or landlords' fixtures and fittings due to loss or damage as set out in Insured Events 1. to 10. and extensions 11. and 12. of Section 1 of this Policy. **Amount payable** This extension is subject to a maximum limit of £10,000.	(i) The first £1,000 of each and every loss involving **subsidence**, **heave** or **landslip**.
18. **Household Removal** Loss or damage to **contents** while they are being moved by professional furniture removers from **your home** to your new permanent **home** (including temporary storage in a furniture storage unit for up to 7 consecutive days).	(i) Loss or damage of money or any item defined under **valuables**.

Section 2 – Extensions (Cont.)

What is Covered	What is Not Covered
19. **Fatal Injury Benefit** Death of a member of **your household**, in the **home**, if this happens as a direct result of a fire, explosion, lightning or intruder. This extension is subject to a maximum limit of £5,000 per person and £10,000 in all.	(i) Death caused by any person insured by this policy. (ii) Death occurring more than three months after the incident.
20. **Documents** Loss or damage to documents whilst in **your home**, if the originals are lost or damaged due to an Insured Event in 1. to 10. on pages 37 - 40 or **accidental damage** on page 46. This extension is subject to a maximum limit of £5,000.	(i) **Money**. (ii) Documents used for any business, trade, profession or employment purposes. (iii) Lottery or raffle tickets.
21. **Religious Festival and Special Events** We will increase the sums insured under Section 2 Contents by 20% for gifts and provisions during the period of one month before and one month after a wedding day, civil ceremony, anniversary, birthday, new birth, religious festival or other celebration for **you** or any member of **your household**.	

Section 2 – Extensions (Cont.)

What is Covered	What is Not Covered
22. **Freezer Foods** Loss of or damage to food in a domestic deep freezer caused by a rise or fall in temperature or contamination from refrigerant or refrigerant fumes. This extension is subject to a maximum limit of £500, should you require additional cover please see Section 5 on page 52.	(i) Loss or damage due to the deliberate act of the power supply authority or the withholding or restricting of power by the authority. (ii) Any loss or damage that is excluded by the **General Exclusions** to this Policy.
23. **Business Contents** Loss of or damage to **business equipment** whilst in the **home** caused by an Insured Event 1. to 10. on pages 37 - 40 or **accidental damage** (if shown as insured on **your** Schedule) on page 46. This extension is subject to a maximum limit of £5,000.	(i) **Accidental damage** to mobile phones, laptops or portable computer equipment. (ii) Damage caused by domestic pets belonging to anyone residing in **your home**, or by vermin, insects, damp, mildew, rot, fungus or other gradual cause.
24. **Student Belongings** Loss of or damage to **contents** in student accommodation in the British Isles where members of **your household** are living caused by an Insured Event 1. to 10. on pages 37 - 40 or **accidental damage** (if shown as insured on **your** Schedule) on page 46. This cover is limited to a maximum of £10,000.	(i) Loss or damage by theft, unless from a **building** and there is forcible or violent entry to or exit from it. (ii) Loss of **money** or **valuables**. (iii) Loss or damage caused by **storm** or **flood** to property not in a **building**. (iv) Loss or damage caused by malicious persons or vandals.

Section 2 – Extensions (Cont.)

What is Covered	What is Not Covered
25. **Domestic Employees' Contents** Loss of or damage to contents belonging to a **domestic employee** whilst in the **home** caused by an Insured Event 1. to 10. on pages 37 - 40. This extension is subject to a maximum limit of £2,500.	
26. **Pedal Cycles** Accidental loss of or damage to pedal cycles including any accessories attached. The cover applies anywhere in the British Isles and for up to 60 days worldwide in any **period of insurance**. This extension is subject to a maximum limit of £350, should you require additional cover please see Section 6 on page 53	(i) Any loss or damage that is excluded under Section 6 – Pedal Cycles on page 53.
27. **Electronic Data** Loss of personal data which you have purchased and stored on **your** computer, entertainment equipment or mobile phone caused by an Insured Event 1. to 10. on pages 37 - 40. This extension is subject to a maximum limit of £5,000.	

Section 2 – Accidental Damage to Contents (Optional)

This extension applies to buildings cover when shown in your Schedule and up to a maximum sum insured as shown in your Schedule.

What is Covered

1. Sudden, unintentional and unexpected physical loss, breakage or damage that can be seen.

We Do Not Pay For

(i) The excess stated in **your** Schedule.

(ii) Any loss or damage that is excluded by the **General Exclusions** to this Policy.

(iii) Damage caused by domestic pets belonging to anyone residing in **your home**.

(iv) Damage occurring if **your home** is left **unoccupied** for more than 60 consecutive days.

(v) Loss or damage caused by any process of cleaning, dyeing, altering, repairing, renovation, restoring or dismantling of the apparatus.

(vi) Loss or damage caused by demolition, structural alterations, or structural repair to the **building**.

(vii) Loss or damage caused by mechanical or electrical fault, breakdown or failure.

(viii) Loss or damage caused by faulty workmanship, defective design or the use of defective materials.

(ix) Damage caused by **subsidence**, **landslip** or **heave**.

(x) Mysterious disappearance or unexplained shortages.

(xi) Damage caused by damp, mildew, rot or fungus.

(xii) Damage caused by by vermin, insects.

Section 2 – Basis of Settlement of Claims

Following loss or damage by any insured event under Section 2:

a) Provided that at the time of loss or damage the sum insured on **contents** at least equal to the cost of replacing all the **contents** as new (less a deduction for wear and tear or betterment on clothing and household linen).

We will at **our** sole option either:

(i) arrange to repair or replace any item(s) of **contents** lost or damaged, or

(ii) pay the cost of repairing or replacing any item(s) of **contents** lost or damaged, or

(iii) make a payment to **you** for any item(s) of **contents** lost or damaged.

b) If the sum insured at the time of loss or damage is less than equal to the cost of replacing all the **contents** as new, then a deduction will be made by **us** for wear, tear or betterment on any item(s) lost or damaged.

If **we** elect to repair or replace any item(s) of **contents** lost or damaged and **you** reject this basis of settlement the **claim** will be settled on the basis of the cost of replacement less a deduction for wear and tear.

If an **excess** applies to **your claim** then the **excess** will be applied before any limits or sums insured.

Basis of Settlement – Alternative Accommodation

In the event of a **claim** under 15. Alternative Accommodation or Loss of Rent **we** will pay reasonable costs for alternative accommodation for **you**, kennel fees for **your** domestic pets, and lost rent that reflect **your** needs. Each **claim** will be reviewed taking into account how long **you** will need the accommodation, how many people will live there, and what's available locally and what it costs. We will only cover alternative accommodation for the shortest period necessary to return **your home** to a condition that's habitable for **you** to live in.

Maximum Amount Payable

The maximum amount payable in respect of any one incident insured by Section 2 of this Policy is the sum insured shown in **your** Schedule adjusted by any inflation index linking due under the provisions of the Policy plus any amount due in respect of Extension 14 – Loss of Rent or Cost of Alternative Accommodation, from which shall be deducted any **excess**.

Unless **your** Schedule provides for an increased amount, the following limits shall apply and these amounts represent the maximum that **we** will pay for the items concerned in the event of a **claim** and do not broaden or add to the Insured Events covered under the said Section 2:

Valuables limit: (included in the **contents** sum insured)	As shown in **your** Schedule.
Valuables any one item:	As shown in **your** Schedule.
Money:	£500.

Section 2a – Occupiers', Personal and Employers' Liability

What is Covered

1. **Occupiers' and Personal Liability**

We will pay all amounts for which a member of the **household** (or after the death of that member of the **household** the legal representatives) becomes legally liable to pay as damages and **costs and expenses**:

(i) as occupier of the **buildings**, or

(ii) in any other personal capacity

for accidental **bodily injury** to any person or **damage** to property occurring during the **period of insurance**.

Indemnity Limit

The most **we** will pay for any **claim** including **costs and expenses** is the Occupiers' and Personal Liability indemnity limit shown in the Schedule.

What is Not Covered

1. Liability arising from:

(a) **bodily injury** to a member of the **household** or any **domestic employee**.

(b) **damage** to property belonging to or under the control of a member of the **household** or any **domestic employee**.

(c) an agreement unless liability would have existed without the agreement.

(d) any business, profession or occupation.

(e) ownership of any land or **building** including the **buildings**.

(f) any animal not under the control of a member of the **household**.

2. Liability arising from ownership, possession or use of any:

(a) aircraft, drones and hovercraft.

(b) watercraft unless propelled solely by hand or foot.

(c) any motorised or **motor vehicle** (including mobility scooters and e-scooters) other than pedestrian controlled gardening equipment.

(d) caravans or trailers while being towed or while attached to a vehicle.

(e) dog of a type described in the Dangerous Dogs Act 1991, Dangerous Dogs (Northern Ireland) Order 1991 or any amending or subsequent legislation of similar intent.

(f) living creatures other than pets that are normally domesticated in the United Kingdom.

Section 2a – Occupiers', Personal and Employers' Liability (Cont.)

What is Covered	What is Not Covered
	3. Liability for: (a) fines, penalties or punitive, exemplary, aggravated or multiplied damages (b) liquidated damages. 4. Any action for damages brought in a court of law outside the **territorial limits**.
2. **Liability to Domestic Employees** **We** will pay all amounts for which a member of the **household** becomes legally liable to pay as damages and **costs and expenses** for **bodily injury** to **domestic employees** occurring during the **period of insurance** within the **territorial limits** and arising from the work they are employed to do. **Indemnity Limit** The most **we** will pay for any **claim** including **costs and expenses** is the Liability to **Domestic Employees** indemnity limit shown in the Schedule but limited to £5,000,000 in respect of any liability directly or indirectly caused by, resulting from or in any connection with any act of **terrorism**. If **we** allege that by reason of this limitation any liability for damages and **costs and expenses** is covered only up to a specified limit of liability, the burden of proving to the contrary shall be upon **you**.	Liability for: (a) which compulsory motor insurance or security is required (b) or arising out of any business or profession of a member of the **household** (c) fines, penalties or punitive, exemplary, aggravated or multiplied damages (d) liquidated damages.

Section 2a – Occupiers', Personal and Employers' Liability (Cont.)

What is Covered

3. **Unrecovered Court Awards**

   We will pay the outstanding amount awarded to **you**, **your** spouse or domestic partner living with **you**, by a court in the **territorial limits** which is still unpaid 3 months after the date of the award, but only if this section would have insured **you** had the award been made against **you**.

   Indemnity Limit

   The most **we** will pay for any **claim** is £2,000,000.

What is Not Covered

1. An award against:
   (a) which an appeal is pending
   (b) a member of the **household**.

2. Any award arising directly or indirectly from the activities of any business, profession or occupation.

Optional Extensions available if Section 2 has been purchased

Basis of Settlement Under Extensions 3, 4, 5 & 6

Claims under Extensions 3 & 6 shall, as far as possible, follow the basis of settlement for Section 2 – Contents as set out on page 47.

Claims under Extensions 4 and 5 shall be settled based upon the actual loss sustained, subject to the limits stated.

Section 3 – Personal Possessions In and Away From the Home

We Will Pay For

Accidental loss or damage to items owned by a member of **your household**. The cover applies anywhere in the British Isles and for up to 60 days worldwide in any period of insurance.

The maximum **we** will pay in respect of any one item is £2,000 (unless specifically listed on **your** Schedule), with a maximum for any one event being the sum insured shown against Section 3 – 'Personal Possessions' in **your** Schedule.

Please see **your** Schedule for the specific type of **personal possessions** cover that is included in **your** policy.

The maximum **we** will pay for in respect of theft from an unattended **motor vehicle** is £2,500 for any claim.

We Will Not Pay For

(i) The **excess** stated in **your** Schedule.

(ii) Any loss or damage that is excluded by the **General Exclusions** to this Policy.

(iii) Damage due to wear and tear.

(iv) Damage caused by cleaning, washing, repairing, restoring or renovating.

(v) Damage to any sports equipment, including guns, and sports clothing in the course of play or use.

(vi) Damage caused by domestic pets owned by **you** or anyone residing in **your home**.

(vii) Theft from an unattended **motor vehicle**, unless all the doors, sunroofs and boot or hatchback have been locked and the alarm activated and the item or items stolen concealed in a locked boot or compartment.

(viii) Loss due to delay, confiscation or detention by any authority.

(ix) Student Belongings.

(x) Damage caused by damp, mildew, rot or fungus.

(xi) Damage caused by by vermin, insects.

Section 4 – Personal Money and Credit Cards

We Will Pay For

(a) Loss of **money** used solely for private, social or domestic purposes.
The maximum **we** will pay in respect of any one event is the limit shown against Section 4 (a) Money in **your** Schedule.

(b) Fraudulent use by unauthorised persons of lost or stolen credit, charge, cheque, debit and cash cards issued in the British Isles.
The maximum **we** will pay in respect of claims arising from any one event of loss or theft of a card or cards is the limit shown against Section 4 (b) Credit Cards in **your** Schedule.
Cover applies to anywhere in the British Isles and for up to 60 days worldwide in any period of insurance.

We Will Not Pay For

(i) Any loss or damage that is excluded by the **General Exclusions** to this Policy.
(ii) Securities, certificates (other than savings certificates) and documents.
(iii) Depreciation in the value of **money**.
(iv) Loss of **money** caused by errors or omissions in payments, receipts or book-keeping.
(v) Loss of **money** used or held for business or professional purposes.
(vi) Any Loss not reported to the Police within 24 hours of discovery.
(vii) Loss of cards not reported to the police and the issuing organisation within 24 hours of discovery.
(viii) Fraudulent use by any member of **your household**.

Section 5 – Freezer Foods

We Will Pay For

Loss of or damage to food in a domestic deep freezer caused by a rise or fall in temperature or contamination from refrigerant or refrigerant fumes.

Please note this is in addition to the £500 cover provided under Section 2 – Contents.

We Will Not Pay For

(i) Loss or damage due to the deliberate act of the power supply authority or the withholding or restricting of power by the authority.
(ii) Any loss or damage that is excluded by the **General Exclusions** to this Policy.

Section 6 – Pedal Cycles

We Will Pay For

Accidental loss of or damage to the pedal cycle or pedal cycles as detailed in **your** Schedule including any accessories attached.

The cover applies anywhere in the British Isles and for up to 60 days worldwide in any **period of insurance**.

Our maximum liability for a cycle will be the amount detailed in **your** Schedule.

We Will Not Pay For

(i) The **excess** stated in **your** Schedule.

(ii) Any loss or damage that is excluded by the **General Exclusions** to this Policy.

(iii) Damage caused by domestic pets owned by **you** or anyone residing in **your home**, or by vermin, insects, damp, mildew, rot or fungus.

(iv) Cycles used for professional purposes, racing, pacemaking or speed trials.

(v) Theft of the cycle or any part of the cycle when left unattended outside the boundaries of the land belonging to **your home** unless the cycle is in a locked building or has been securely locked to an immovable object.

(vi) Helmets and cycle clothing.

(vii) Loss or damage to tyres or accessories unless the cycle is lost or damaged at the same time.

Section 7 – Family Legal Protection

Family Legal Protection provides:

- Assistance Helplines including 24/7 Legal Advice
- Insurance for legal costs for certain types of disputes

Assistance Helpline Services

These helplines are open 24 hours a day, seven days a week.

Legal and Tax Helpline

You can use the helpline service to discuss any legal or tax problem occurring within the United Kingdom, the Channel Islands and the Isle of Man, and arising during the period of this policy.

Simply telephone **0344 770 1040** and quote **"Sagic – Family Legal Expenses Insurance"**.

For **Our** joint protection telephone calls may be recorded and/or monitored.

Lifestyle Counselling Helpline & Online Support Service

This service can help with a range of problems from practical everyday matters to sensitive or emotional issues. **Our** specialists will help **You** deal with personal relationship problems, problems with colleagues in the workplace and other issues affecting **Your** general wellbeing.

Counsellors and information specialists are also trained to help You with practical problems like debt.

The helpline is complemented by a comprehensive online information and support service, through which **You** can access information and advice on a range of issues and problems which often impact on everyday life. Topics are diverse and include relationships, childcare issues, consumer issues, stress, health and fitness.

Information is updated regularly by a team of experienced counsellors and information specialists.

You can access the Lifestyle Counselling Helpline on **0344 770 1036** or You can access the Online Support Service by visiting **www.arclegal.co.uk/carefirst** where **You** will be required to enter the username: **10190** and password: **SAGICFAMILY**.

Section 7 – Family Legal Protection (Cont.)

Health and Medical Information Service

This telephone service provides information on general health issues, and non-diagnostic information on medical matters. Information

Veterinary Assistance

If **Your** pet is ill or injured, **We** will assist by giving **You** information on the organisations that hold details of vets in the local area. **We** will give You guidance to help You make an informed decision but **We** cannot recommend any particular individual or organisation.

Childcare Assistance

If **You** need help in finding a child minder, nanny or children's nurse **We** will assist by giving **You** information on the organisations that hold details of accredited specialists in these areas. **We** will give **You** guidance to help **You** make an informed decision but **We** cannot recommend any particular individual or organisation

Home Assistance

If **You** need help in finding cleaning staff, au pairs and housekeepers **We** will assist by giving **You** information on organisations that hold details of specialists in these areas. **We** will give **You** guidance to help **You** make an informed decision but **We** cannot recommend any particular individual or organisation.but We cannot recommend any particular individual or organisation.

Arc Legal Document Service

As part of your Family Legal Expenses Insurance policy, you have access to a range of free legal documents that may help you resolve any legal issue you may have.

The variety of legal documents available cover disputes relating to many topics, including:

- Debt and arrears
- Holiday and travel
- Motoring issues
- Probate
- Wills

For full details of the documents available and information on how to obtain them, contact **sagiclegaldocs@arclegal.co.uk** and quote '**Sagic Legal Document Request**'.

Claims Procedures That Apply to Section 7

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

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 **https://claims.arclegal.co.uk**.

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.

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.

Privacy and Data Protection Notice

1. **Data Protection**
   Arc Legal Assistance are committed to protecting and respecting **Your** privacy in accordance with the current **Data Protection Legislation** ("Legislation"). Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit www.arclegal.co.uk

2. **How We Use Your Personal Data and Who We Share it With**
   We may use the personal data **We** hold about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. **We** will also use **Your** data to safeguard against fraud and money laundering and to meet Our general legal or regulatory obligations.

3. **Sensitive Personal Data**
   Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** Privacy Statement, which is available to view on the website address detailed above.

Claims Procedures That Apply to Section 7 (Cont.)

4. **Disclosure of Your Personal Data**
We may disclose **Your** personal data to third parties involved in providing products or services to Us, or to service providers who perform services on **Our** behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

5. **Your Rights**
You have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about You, to have Your data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

6. **Retention**
Your data will not be retained for longer than is necessary, and will be managed in accordance with Our data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or our business relationship with You, unless We are required to retain the data for a longer period due to business, legal or regulatory requirements If You have any questions concerning Our use of Your personal data, please contact The Data Protection Officer, please see website for full address details.

If **You** have any questions concerning **Our** use of **Your** personal data, please contact **The Data Protection Officer**, please see website for full address details.

Complaints Procedures That Apply to Section 7

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 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** or before **We** have investigated the complaint if both parties agree.

Our contact details are:

Call
01206 615000

Email
customerservice@arclegal.co.uk

Post
Arc Legal Assistance Ltd
PO Box 8921, Colchester CO4 5YD

The Financial Ombudsman Service contact details are:

Call
08000 234 567

Email
complaint.info@financial-ombudsman.org.uk

Post
Financial Ombudsman Service
Exchange Tower, London E14 9SR

Complaints Procedures That Apply to Section 7 (Cont.)

Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). If **We** fail to carry out **Our** responsibilities under this policy, **You** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at **www.fscs.org.uk** or by phone on **0800 678 1100** or **020 7741 4100**.

Authorisation

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

This policy is underwritten by AmTrust Specialty Limited, Registered Office: Exchequer Court, 33 St Mary Axe, London EC3A 8AA, Registered Number: 229676. AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at **www.fca.org.uk**.

The Meaning of Words in Section 7

Where the following words appear in bold they have these special meanings.

ADVISER

Our specialist panel solicitors or accountants or their agents appointed by **Us** to act for **You**, or, and subject to **Our** agreement, where it is necessary to start court proceedings or a **Conflict of Interest** arises, another legal representative nominated by **You.**

ADVISERS' COSTS

Legal or accountancy fees and disbursements incurred by the **Adviser.**

ADVERSE COSTS

Third party legal costs awarded against **You** which shall be paid on the standard basis of assessment provided that these costs arise after written acceptance of a claim.

CONDITIONAL FEE AGREEMENT

An agreement between **You** and the **Adviser** or between **Us** and the **Adviser** which sets out the terms under which the **Adviser** will charge **You** or **Us** for their own fees.

COSTS

Standard Advisers' Costs and **Adverse Costs.**

CONFLICT OF INTEREST

Situations where **We** administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.

CONTRACT OF EMPLOYMENT

A contract of service, whether express or implied, and (if it is express) whether oral or in writing.

DAILY RATE

An amount equal to 1/250th of either of the following:

- If **You** are employed, the average of the amounts shown on **Your** payslips from **Your** employer during the last 12 months (excluding bonus payments and overtime); or
- If **You** are self-employed, the monthly average of the income **You** declared to the Inland Revenue for the previous tax year.

DISCLOSURE BREACH

Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.

The Meaning of Words in Section 7 (Cont.)

EMPLOYEE

An individual who has entered into or works under (or, where the employment has ceased, worked under) a **Contract of Employment.**

EXCESS

The amount that **You** must pay towards the cost of any claim as stated below:
Property Infringement section: £250
All other sections £Nil

HM REVENUE AND CUSTOMS FULL ENQUIRY

An extensive examination by HM Revenue & Customs under Section 9A of the Taxes Management Act 1970 into all aspects of **Your** PAYE income or gains.

IDENTITY FRAUD

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.

INSURED EVENT

The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance.

Identity Fraud

In a claim arising from **Identity Fraud** the **Insured Event** is a single act or the start of a series of single acts against **You** by one person or group of people.

Tax

In accountancy matters the **Insured Event** arises on the date that **You** or **Your Adviser** are contacted either verbally or in writing, by the relevant department of **HMRC** advising **You** of either dissatisfaction with **Your** returns, or amounts paid, or notice of intention to investigate.

Jury Service

In a claim arising from jury service the **Insured Event** arises at the end of the period of jury service, at which point **You** can submit a claim.

For the purposes of the **Maximum Amount Payable**, only one **Insured Event** will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.

INSURER

AmTrust Specialty Limited.

LEGAL ACTION(S)

- The pursuit or defence of civil legal cases for damages and/or injunctions, specific performance or;
- The defence of criminal prosecutions to do with Your employment,
- The defence of motor prosecutions.

The Meaning of Words in Section 7 (Cont.)

LEGAL HELPLINE

The service provided by **Our** panel solicitors on **Our** behalf which enables **You** to obtain advice on any matter which may give rise to a claim under this insurance.

MAXIMUM AMOUNT PAYABLE

We will pay up to £100 per hour plus VAT up to a **Maximum Amount Payable** in respect of an **Insured Event** which is £50,000.

PERIOD OF INSURANCE

The **Period of Insurance** declared to and accepted by **Us**, which runs concurrently with the period of the underlying insurance policy to which this legal expenses insurance attaches. For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn.

STANDARD ADVISERS' COSTS

The level of **Advisers' Costs** that would normally be incurred in using a specialist panel solicitor or their agents

TERRITORIAL LIMITS

Contract Pursuit & Defence, Personal Injury and Clinical Negligence Sections: The European Union

All other cover: United Kingdom, the Channel Islands and the Isle of Man.

WE/US/OUR

Arc Legal Assistance Limited.

YOU/YOUR/YOURSELF

Any person who has paid the premium, or on whose behalf the premium has been paid and been declared to **Us** by **Your** insurance adviser and is permanently resident at the property covered under the household insurance to which this cover attaches. Cover also applies to **Your** family members' 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 or out of **Your** death.

Cover Provided Under Section 7

TERMS OF COVER

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

If a claim is accepted 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 it is necessary to start court proceedings or a **Conflict of Interest** arises. Where it is necessary to start court proceedings or a **Conflict of Interest** arises and **You** want to use a legal representative of **Your** own choice, **Advisers' Costs** payable by **Us** are limited to no more than (a) **Our Standard Advisers' Costs**; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs Regime, whichever is the lower amount.

The insurance covers **Costs** as detailed under the separate sections of cover, less any **Excess** up to the **Maximum Amount Payable** where:

(a) The **Insured Event** takes place in the **Period of Insurance** and within the **Territorial Limits**

and

(b) The **Legal Action** takes place within the **Territorial Limits**.

This insurance does not provide cover where something **You** do or fail to do prejudices **Your** position or the position of the **Insurer** in connection with the **Legal Action**.

IMPORTANT CONDITIONS

If **Your** claim is covered under a section of this policy and no exclusions apply then it is vital that **You** comply with the conditions of this policy in order for **Your** claim to proceed. The conditions applicable to this section are contained under the 'General Conditions' section below and should be read carefully. Some of the main conditions to this insurance are that:

Prospects of Success

There must be a 51% or greater chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves Your interests. The assessment of Your claim and the prospects of its success will be carried out by an independent **Adviser**. If the **Adviser** determines that there is not a 51% or greater chance of success then **We** may decline or discontinue support for **Your** case.

Proportional Costs

An estimate of the **Costs** to deal with **Your** claim must not be more than the amount of money in dispute. The estimate of the **Costs** will be provided with the assessment of **Your** case and will be carried out by the independent **Adviser**. If the estimate exceeds the amount in dispute then **We** may decline or discontinue support for **Your** case.

Cover Provided Under Section 7 (Cont.)

Duty of Disclosure

If this policy covers **You** as a private individual, unrelated to any trade, business or profession, **You** must take reasonable care to disclose correct information. The extent of the information **You** are required to disclose will be based on, among other things, the type of insurance, explanatory material and the clarity and specificity of the questions **You** are asked when **You** took out this insurance.

Freedom of Choice

Only at the point it may be necessary to start court proceedings do **You** have the right to choose an **Adviser** of **Your** own choice to act for **You**. Should **You** choose to do so, **We** will only pay S**tandard Advisers' Costs** up to the amount specified in the **Maximum Amount Payable** definition and may, at **Our** discretion, vary from time to time.

It is important that if **You** decide to choose **Your** own **Adviser** that **You** ensure they are suitably experienced and competent to act on **Your** behalf, **We** will not be able to provide any advice or guidance in relation to choosing a non-panel **Adviser**.

What is Insured

1. **Consumer Pursuit**

   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. The contract must have been made after You first purchased this insurance unless **You** have held this or equivalent cover with **Us** or another insurer continuously from or before the date on which the agreement was made.

What is Not Insured

Claims

(a) Where the amount in dispute is below £100 plus VAT

(b) Where the breach of contract occurred before **You** purchased this insurance

(c) For and/or in any way related to professional negligence

(d) Involving a vehicle owned by **You** or which **You** are legally responsible for

(e) Arising from a dispute with any government, public or local authority

(f) Arising from the purchase or sale of **Your** main home

Cover Provided Under Section 7 (Cont.)

What is Insured	What is Not Insured
	(g) Relating to a lease tenancy or licence to use property or land (h) Relating to a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled (i) Relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **You** (j) Directly or indirectly arising from planning law (k) Directly or indirectly arising from constructing buildings or altering their structure for **Your** use, except in relation to disputes where the amount in dispute is below £5,000 inc. VAT
2. **Consumer Defence** **Costs** to defend a **Legal Action** brought against **You** following a breach of a contract You have for selling **Your** own personal goods. The contract must have been made after You first purchased this insurance unless **You** have held this or equivalent cover with **Us** or another insurer continuously from or before the date on which the agreement was made.	Claims (a) Where the amount in dispute is below £100 plus VAT (b) Where the breach of contract occurred before **You** purchased this insurance (c) Involving a vehicle owned by **You** or which **You** are legally responsible for (d) Arising from a dispute with any government, public or local authority (e) Arising from the sale or purchase of **Your** main home (f) Relating to a lease tenancy or licence to use property or land

Cover Provided Under Section 7 (Cont.)

What is Insured

3. **Personal Injury**

   Costs to pursue a **Legal Action** following an accident resulting in **Your** personal injury or death against the person or organisation directly responsible.

   If the **Legal Action** is going to be decided by a court in England or Wales and the damages **You** are claiming are above the small claims track limit, the **Adviser** must enter into a **Conditional Fee Agreement which waives their own fees if You** fail to recover the damages that You are claiming in the **Legal Action** in full or in part. If the damages You are claiming are below the small claims track limit **Advisers' Costs** will not be covered but **You** can access the **Legal Helpline** for advice on how to take **Your** case further.

What is Not Insured

Claims

(a) Arising from medical or clinical treatment, advice, assistance or care

(b) For stress, psychological or emotional injury unless it arises from **You** suffering physical injury

(c) For illness, personal injury or death caused gradually and not caused by a specific sudden event

(d) Involving a vehicle owned or driven by **You**

Cover Provided Under Section 7 (Cont.)

What is Insured

4. **Clinical Negligence**

   Costs to pursue a **Legal Action** for damages following clinical negligence in an identified act of surgery, clinical or medical procedure, resulting in **Your** personal injury or death against the person or organisation directly responsible.

   If the **Legal Action** is going to be decided by a court in England or Wales and the damages **You** are claiming are above the small claims track limit, the **Adviser** must enter into a **Conditional Fee Agreement which waives their own fees if You** fail to recover the damages that **You** are claiming in the **Legal Action** in full or in part. If the damages **You** are claiming are below the small claims track limit **Advisers' Costs** will not be covered but **You** can access the **Legal Helpline** for advice on how to take **Your** case further.

What is Not Insured

Claims

(a) Arising from the failure or delay to correctly diagnose **Your** condition

(b) Arising from an allegation of clinical negligence in failing to provide a satisfactory standard of care other than in relation to surgical, medical or clinical procedures

(c) For stress, psychological or emotional injury unless it arises from **You** suffering physical injury

(d) For illness, personal injury or death caused gradually and not caused by a specific identified act of surgery, clinical or medical procedure

Cover Provided Under Section 7 (Cont.)

What is Insured	What is Not Insured
5. **Employment Disputes** **Standard Advisers' Costs** to pursue a **Legal Action** brought before an Employment Tribunal (or its equivalent in Scotland, Northern Ireland and the Channel Islands) against an employer or ex-employer for breach as an **Employee** of **Your**:- (a) **Contract of Employment**; or (b) legal rights under employment laws.	Claims (a) Where the breach occurred within the first 90 days after **You** purchased this insurance unless **You** have held equicalent cover with **Us** or another insurer conitnuously for a period of at least 90 days leading up to when the breach first occurred (b) For a dispute with an employer or ex-employer unless is pursued in an Employment Tribunal (or its equivalent in Scotland, Northern Ireland or the Channel Islands) (c) For **Standard Advisers' Costs** of any disciplinary, investigatory or grievance procedure connected with **Your Contract of Employment** or the costs associated with any settlement agreement (d) Where the breach is alleged to have commenced or to have continued after termination of **Your** employment (e) For an allegation of less favourable treatment between men and women in terms of pay and conditions of employment (f) For any hearing fees and issue fees which **You** may be required to pay in order to bring a claim at an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man)

Cover Provided Under Section 7 (Cont.)

What is Insured	What is Not Insured
6. **Property Infringement** **Costs** to pursue a **Legal Action** for nuisance or trespass against the person or organisation infringing **Your** legal rights in relation to **Your** main home.	Claims (a) Where the nuisance or trespass started within the first 180 days after **You** first purchased this insurance unless You have held equivalent cover with **Us** or another insurer continuously for a period of at least 180 days leading up to when the nuisance or trespass first started (b) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority (c) For adverse possession (d) In respect of a contract **You** have entered into (e) Directly or indirectly arising from planning law (f) Directly or indirectly arising from constructing buildings or altering their structure for **Your** use (g) Directly or indirectly arising from: (i) **Subsidence** meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building (ii) **Heave** meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground (iii) Land slip meaning downward movement of sloping ground (iv) Mining or quarrying

Cover Provided Under Section 7 (Cont.)

What is Insured

7. **Property Damage**

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

What is Not Insured

Claims

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

(b) In respect of a contract **You** have entered into

(c) Directly or indirectly arising from planning law

(d) Directly or indirectly arising from constructing buildings or altering their structure for **Your** use

(e) Directly or indirectly arising from:

   (i) **Subsidence** meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building

   (ii) **Heave** meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground

   (iii) **Landslip** meaning downward movement of sloping ground

   (iv) Mining or quarrying

Cover Provided Under Section 7 (Cont.)

What is Insured	What is Not Insured
8. **Property Sale and Purchase** **Costs** to pursue or defend a **Legal Action** arising from a breach of a contract for the sale or purchase of **Your** main home.	Claims (a) Where **You** have purchased this insurance after the date **You** completed the sale or purchase of **Your** main home (b) Where the amount in dispute is below £100 plus VAT (c) For and/or in any way related to professional negligence (d) Directly or indirectly arising from planning law (e) Directly or indirectly arising from constructing buildings or altering their structure for **Your** use
9. **Motor Prosecution Defence** **Standard Advisers'** Costs to defend a **Legal Action** in respect of a motoring offence, arising from **Your** use of a vehicle. Pleas in mitigation are covered where there is a 51% or greater prospect of such a plea materially affecting the likely outcome.	Claims (a) For alleged road traffic offences where **You** did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving whilst under the influence of alcohol or non-prescribed drugs, or prescription medication where You have been advised by a medical professional not to drive. (b) For **Standard Advisers' Costs** where **You** are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy.

Cover Provided Under Section 7 (Cont.)

What is Insured	What is Not Insured
	(c) For parking offences which cannot lead to penalty points on **Your** licence. (d) For **Standard Advisers' Costs** incurred in excess of any costs **You** are able to recover under a Defendants Costs Order.
10. **Tax** **Standard Advisers' Costs** incurred by an Accountant if You are subject to an **HM Revenue** and **Customs Full** Enquiry into Your personal Income Tax position. This cover applies only if **You** have:- (a) Maintained proper, complete, truthful and up to date records (b) Made all returns at the due time without having to pay any penalty (c) Provided all information that HM Revenue and Customs reasonably requires	Claims (a) Where: (i) Deliberate misstatements or omissions have been made, to the authorities (ii) Income has been under-declared because of false representations or statements by **You** (iii) **You** are subject to an allegation of fraud (b) For **Standard Advisers'** Costs for any amendment after the tax return has initially been submitted to HM Revenue and Customs (c) For enquiries into aspects of **Your** Tax Return (Aspect Enquiries)
11. **Data Protection** **Costs** to pursue a **Legal Action** against a person or organisation for breach of the **Data Protection Legislation** which has resulted in **You** suffering a financial loss.	

Cover Provided Under Section 7 (Cont.)

What is Insured	What is Not Insured
12. **School Admission Disputes** **Standard Advisers'** Costs to appeal against the decision of a Local Education Authority (LEA) arising out of the LEA's failure to conform to its published admission policy, which leads to **Your** child or children being refused entry at the state school of **Your** choice.	Claims (a) Arising where examinations or other selection criteria are part of the acceptance process (b) Where the process for appealing against the decision to refuse a place at the school has not been adhered to. (c) Where the child has been suspended, expelled or permanently excluded from another school.
13. **Probate** **Costs** to pursue legal proceedings within the **Territorial** Limits by You in respect of a probate dispute involving the will of **Your** deceased parents or grandparents, children, step-children or adopted children where **You** are contesting a will as a named beneficiary or as a member of a class of beneficiaries with an immediate interest.	Claims in respect of any dispute or costs where a will has not been previously made or concluded or cannot be traced.

Cover Provided Under Section 7 (Cont.)

What is Insured

14. **Personal Identity Fraud**

Costs arising from **Identity Fraud**:

(a) To defend **Your** legal rights and/or take steps to remove County Court Judgments against **You** that have been obtained by an organisation from which **You** are alleged to have purchased, hired or leased goods or services. Cover is only available if **You** deny having entered in to the contract and allege that **You** have been the victim of **Identity Fraud**

(b) 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 Fraud**

(c) In order to liaise with credit referencing agencies and all other relevant organisations on **Your** behalf to advise that **You** have been the victim of **Identity Fraud**

What is Not Insured

Claims

(a) Where **You** have not been the victim of **Identity Fraud**

(b) Where You did not take action to prevent **Yourself** from further instances of **Identity Fraud** following an **Insured Event**

(c) Where the **Identity Fraud** has been carried out by somebody living with **You**

(d) For **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

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

Cover Provided Under Section 7 (Cont.)

What is Insured

15. **Legal Defence**

(a) **Costs** in a **Legal Action** to defend **Your** legal rights in the following circumstances arising out of Your work as an **Employee**:-

(i) Prior to being charged when dealing with the police or Health & Safety Executive or others with the power to prosecute

(ii) In a prosecution brought against **You** in a court of criminal jurisdiction

(iii) In a civil action brought against **You** as a **Data Controller** for compensation under **Data Protection Legislation**

(iv) In civil proceedings brought against **You** under legislation for unlawful discrimination

(b) **Costs** in a **Legal Action** to defend **Your** legal rights arising out of a formal investigation or disciplinary hearing brought against **You** by any trade association or professional or regulatory body

What is Not Insured

Claims

(a) For alleged road traffic offences where **You** did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving whilst under the influence of alcohol or non - prescribed drugs, or prescription medication where **You** have been advised by a medical professional not to drive.

(b) For **Costs** where **You** are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy

(c) For parking offences which cannot lead to penalty points on **Your** licence

(d) Following an allegation of violence or dishonesty

(e) For **Standard Advisers' Costs** incurred in excess of any costs **You** are able to recover under a Defendants Costs Order

Cover Provided Under Section 7 (Cont.)

What is Insured	What is Not Insured
16. **Jury Service** **We** will pay a **Daily Rate** for the duration **You** are off work while attending jury service for each whole day of such attendance providing these costs are not recoverable from **Your** employer or the court. **We** will pay 50% of the **Daily Rate** for each additional half day You are off work while attending jury service providing these costs are not recoverable from **Your** employer or the court.	
17. **Social Media Defamation** Following defamatory comments made about **You** through a social media website, **Standard Advisers' Costs** to write one letter to the provider of the Social Media website requesting that the comments are removed. Where the authors' identity of the defamatory comments is known, **You** are also covered for **Standard Advisers' Costs** to write one letter to the author requesting that the comments are removed from the social media website.	Claims where **You** are not aged 18 years or over.

What is Not Covered by Section 7 of This Policy

1. **There is no cover where:**
   (a) **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
   (b) An estimate of **Advisers' Costs** of acting for **You** is more than the amount in dispute
   (c) **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
   (d) **Your** insurers repudiate the insurance policy or refuse indemnity

2. **There is no cover for:**
   (a) Claims over loss or damage where that loss or damage is insured under any other insurance
   (b) Claims made by or against **Your** insurance adviser, the **Insurer**, the **Adviser** or **Us**
   (c) Any claim **You** make which is false or fraudulent or exaggerated
   (d) Defending **Legal Actions** arising from anything **You** did deliberately or recklessly
   (e) **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:-**
   (a) A dispute between **You** and someone **You** live with or have lived with
   (b) Your business trade or profession other than as an **Employee**
   (c) An application for a judicial review
   (d) Defending or pursuing new areas of law or test cases

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 Which Apply to The Whole of Section 7

1. **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 Fraud**, these must be reported within 45 days of **You** becoming aware of the incident.

   (b) **We** may investigate the claim and take over and conduct the legal proceedings in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a settlement of the legal proceedings.

      (i) **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. Where it is necessary to start court proceedings 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 represent **You** in accordance with **Our** standard conditions of appointment available on request.

   (c) 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 cover under this insurance shall be withdrawn 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.

   (d) In the event of a dispute arising as to **Advisers' Costs** **We** may require **You** to change **Adviser**.

Conditions Which Apply to The Whole of Section 7 (Cont.)

(e) The **Insurer** shall only be liable for **Advisers' Costs** for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.

(f) **You** shall supply all information requested by the **Adviser** and **Us**.

(g) **You** are responsible for all legal costs and expenses including adverse costs if **You** withdraw from the legal proceedings without **Our** prior consent. Any legal costs and expenses already paid under this insurance will be reimbursed by **You**.

(h) **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.

2. **Prospects of Success**

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a 51% or greater chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

(a) Being able to recover the amount of money at stake

(b) Being able to enforce a judgement

(c) Being able to achieve an outcome which best serves **Your** interests

3. **Proportionality**

We will only pay **Advisers' Costs** that are proportionate to the amount of damages that **You** are claiming in the **Legal Action**. **Advisers' Costs** in excess of the amount of damages that **You** are able to claim from **Your** opponent will not be covered.

3. **Other insurances**

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, **We** will only pay **Our** share of the claim even if the other insurer refuses the claim.

4. **Disclosure**

If **You** fail to disclose relevant information or **You** disclose false information in relation to this policy, **We**, or the broker, may:

(a) Cancel the contract and keep the premiums if the **Disclosure Breach** is deliberate or reckless

(b) Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the **Disclosure Breach** been known

(c) Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the **Disclosure** Breach been known

Conditions Which Apply to The Whole of Section 7 (Cont.)

(d) Proportionately reduce the amount **You** are entitled to in the event of a successful claim if a higher premium would have been charged had the **Disclosure Breach** been known.

5. **Fraud**

In the event of fraud, **We**:

(a) Will not be liable to pay the fraudulent claim

(b) May recover any sums paid to **You** in respect of the fraudulent claim

(c) May cancel this policy with effect from the fraudulent act and keep all premiums paid to **Us**

(d) Will no longer be liable to **You** in any regard after the fraudulent act.

6. **Cancellation**

You may cancel this insurance at any time by writing to **Your** insurance adviser providing 14 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 claim against the insurance.

We may cancel the insurance by giving 14 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.

We will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example:

- Where **We** have a reasonable suspicion of fraud
- **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers
- Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important information.

7. **Disputes**

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'How to Make a Claim'), 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.

8. **English Law and Language**

This contract is governed by English Law and the language for contractual terms and communication will be English.

Conditions Which Apply to The Whole of Section 7 (Cont.)

9. **Change in law**

   Cover under this policy is based on laws and regulations in force at the time that it was written. If **We** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, We reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

Section 8 – Domestic Home Care

CONSUMER INSURANCE ACT

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

a) Supply accurate and complete answers to all the questions **we** or the Administrator may ask as part of **Your** application for cover under the policy.

b) Make sure that all information supplied as part of **your** application for cover is true and correct.

c) Tell **us** of any changes to the answers **you** have given as soon as possible.

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 any information **you** provide is not complete and accurate, this may mean **your** policy is invalid and that it does not operate in the event of a claim, or **we** may not pay any claim in full.

THE AIMS OF THIS INSURANCE

This insurance is specifically for emergencies related to **your property**, not for general household buildings or contents coverage. It works alongside **your** buildings insurance policy and offers benefits and services that are not included in that policy.

Please note that this insurance does not cover regular maintenance tasks that **you** should normally take care of or pay for. These are things that gradually wear out over time or require periodic attention, like descaling central heating pipes or replacing washers in taps and cisterns.

Our goal is to provide fast and expert assistance if you experience an **emergency** in **your property** that is covered by this policy. **We** will arrange for one of **our approved contractors** from our list of authorised tradespeople across the country to come and take necessary actions to stabilise the situation and address the **emergency**.

The Meaning of Words in Section 8 of This Policy

MEANING OF WORDS

The following words shall have the meanings given below wherever they appear in bold.

Approved Contractor: A tradesman authorised by us in advance to carry out repairs.

Beyond Economic Repair: A boiler may reach a point where it is not cost-effective to repair it. There are several reasons for this, such as:

- The cost of getting the parts needed (including VAT) to fix the main heating system is more than 85% of the manufacturer's retail price for a replacement boiler or a similar model.
- Repairing the boiler would be more expensive than replacing it with a new one.
- Genuine, new parts for the boiler are no longer available from **our** suppliers.
- The type of problem that caused the boiler to fail and the extent of the repairs needed to fix it are not feasible or practical.

Emergency: A sudden problem that, if not fixed quickly, makes **your property** unsafe, damages **your property**, puts **you** or others at risk, causes a health and safety risk, or leaves **you** without **mains services**

Endorsement: A change to the policy which **we** have notified **you** of in writing.

Excess: Means the amount of money **You** must pay as the first part of each and every claim.

Geographical limits: Comprising of the mainland of Great Britain, Northern Ireland, the Isle of Man, and the Channel Islands.

Mains services: Mains drainage to the boundaries of **your property**, water, electricity, and gas within the **property** and the main source of heating or hot water where there is no alternative.

Period of insurance: The 12-month period starting from the start date shown on **your Schedule**.

Permanent repair: A repair or other work necessary to put right the damage caused to **your property** by the **emergency**.

Property: The building where **you** normally live and use for domestic purposes, as shown on the **Schedule**.

Schedule: The separate document **we** send **you** that includes details about **you** and what **you** are covered for.

Temporary repair: A short-term repair performed by an **approved contractor** to address the **emergency**, which will later need a **permanent repair**.

Unoccupied: Not being lived in by **you** or **your** family, or any other person with **your** permission

We/Us/Our/Insurer: Collinson Insurance.

You/Your: The person named on the policy **Schedule** and members of their household who live with them.

Cover Provided Under Section 8 – Domestic Home Care

ELIGIBLE PROPERTIES

We provide cover for the following types of properties that are owned by you and solely used for domestic purposes:

- Houses.
- Bungalows.
- Permanently sited park homes.
- Self-contained flats or maisonettes.

We will not cover:

- Detached garages.
- Sheds.
- Other outbuildings.
- Shared areas of **your property**, for example hall and stairs areas that others can use.
- **Your property** if it is used for any business use.
- Bed-sits.
- **Your property** if it is rented out.
- Sub-divided or sub-let properties.
- Residential or nursing homes.

What is Insured	What is Not Insured
An event which **we** consider to be an **emergency** to **your property** by the following causes.	• An **emergency** which happens before the **period of insurance** or within 14 days of the first start date of this policy. This exclusion does not apply at renewal. • The **Excess** that is detailed on **your Schedule**.
Bursting or sudden leakage of water pipes within **your property** or failure of **your** domestic hot water system.	• Dripping taps. • Burst or leaking flexible hoses or leaking washing appliances which are fitted with a stop tap. • Slow leaks from joints or gaskets which does not involve a sudden escape of water. • Leaking overflows. • The results of hard water scaling deposits.

Cover Provided Under Section 8 – Domestic Home Care (Cont.)

What is Insured	What is Not Insured
	• Breakage of any basin, bath, bidet, or shower base. • Any leak caused by pests or infestations. • Where there is a leak from a shower, bath or sink when in use and there is another means of equivalent bathing or washing at the home.
Failure of or damage to underground drains or sewers.	• Blockage of soil or waste pipes from sinks, basins, bidets, baths, or showers. • The results of hard water scaling deposits.
Complete Failure of **your mains services** for which **you** are legally responsible.	• Malfunctioning or blockage of cesspits or septic tanks and their pipe work. • Loss or damage arising from the utility company interrupting or deliberately disconnecting the **mains services** or any equipment they are responsible for.
Complete failure of **your** central heating system involving a boiler.	• Replacement of any boiler if repair or reinstatement is not possible due to the non-availability of parts. • Costs for work recommended as being undertaken following a service of **your** boiler. • Intermittent or reoccurring faults. • Water pressure adjustments or failure caused through hard water scale or sludge. • Gas leaks from any pipes or appliances.

Cover Provided Under Section 8 – Domestic Home Care

What is Insured	What is Not Insured
	• Re-lighting of the pilot light caused by failure to follow the manufacturer's re-lighting instructions. • Boiler or system noise. • Radiator valves. • Airlocks in the central heating piping. • Costs relating to the repair or replacement of the central heating pump or wall or room thermostat. • The results of hard water scaling deposits. • Heating systems over 15 years old • Heating systems that have an output of more than 60kw per hour. • Any claims where **your** boiler is deemed **beyond economic repair**. • Boilers that have not been serviced in line with the manufacturers guidance or where **you** cannot provide evidence that the boiler has been serviced within the last 12 months. **We** will need to see evidence the boiler has been serviced before **you** can make a claim.
Damage to, or mechanical failure of, the only accessible toilet or cistern in **your property** which means it cannot be used.	• Any claim where there is another working toilet within **your property**. • Breakdown of, loss of or damage to Saniflow or other macerator toilets. • Cost of replacement ceramics or parts.

Cover Provided Under Section 8 – Domestic Home Care

What is Insured	What is Not Insured
Removal of wasp, field or house mice or brown rat infestations within **your property**.	• Infestations or pests in gardens, or outbuildings. • Damage caused by the pests or infestations or by their removal. • Repeated claims where **you** have not followed previous guidance from **us** or the **approved contractor** to prevent continued or further infestations. • Infestations where **you** have not taken reasonable hygiene measures to prevent it.
Break-in or vandalism compromising the security of **your property**.	• Breakage of internal glass or doors. • Vandalism caused by anyone staying at **your property** with **your** permission. • Any loss not reported to the police.
Emergency, temporary repairs following damage to **your** roof which is causing internal water damage.	• Flat or tarpaulin roofs. • Any claim involving guttering.
Loss of, or damage to the only available key to **your property**, or if **you** are unable to access **your property** due to a failure or damage to the external locking mechanism.	• Any theft of keys, vandalism or malicious damage not reported to the police.
If an **emergency** covered by this policy means **you** cannot live in **your property**, **we** will arrange and cover the costs of reasonable overnight accommodation up to a total of £250 Please note that this coverage is limited to accommodation expenses only.	

General Conditions Under Section 8

FRAUD

You must not act in a fraudulent way. If **you** or anyone acting for **you**:

- Fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy.
- Fails to reveal or hides a fact likely to influence the cover **we** provide.
- Makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false.
- Sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false.
- Makes a claim under the policy, knowing the claim to be false or fraudulent in any way.
- Makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge.

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**, and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

POLICY CONDITIONS (Section 8)

1. **You** must take all reasonable steps to protect **your property** and prevent loss and damage and to maintain **your property** in sound condition and good repair.

2. All boilers and other equipment must be serviced annually or in accordance with manufacturer's guidelines and **you** must keep all service documentation as **we** will need to see it before **you** can make a claim.

3. **We** shall not provide cover or be liable to pay any claim or other sums, including return premiums, where this would expose us to any sanction, prohibition or restriction under United Nations resolutions, asset freezing or trade or economic sanctions, laws or regulations of the European Union, United Kingdom, and/or all other jurisdictions where **we** transact business.

4. **We** will insure **you** under this policy only if **you** keep to the terms and conditions of this policy.

5. **We** may take proceedings at **our** expense and for **our** own benefit, but in **your** name, to recover compensation from any third party in respect of anything covered by this policy. This is to enable **us** to recover any costs **we** have incurred from any third party who may have liability for the costs.

6. When **you** become aware of a possible claim under this policy, **you** must notify **us** immediately. If for any reason **we** allow **you** to use **your** own appointed contractor, **you** should obtain an estimate for the work and contact **us** for authorisation to continue with the repair. **you** must then at **your** own expense supply **us** with a written statement and other supporting documentation that **we** may require to substantiate **your** claim as soon as is reasonably possible.

7. If there is any dispute about the policy interpretation, or if **we** have accepted a claim but there is a disagreement over the amount **we**

General Conditions Under Section 8 (Cont.)

will pay, **we** offer **you** the option of resolving this by using the arbitration procedure **we** have arranged. Please see the details shown under the Customer Satisfaction section. Using this service will not affect **your** legal rights.

8. **We** and **you** are free to choose the Law applicable to this agreement but in the absence of agreement to the contrary the Law of England and Wales will apply.
9. **You** must promptly pay **us** or the **approved contractor** for all work authorised by **you** which is not covered under this insurance policy.
10. If any loss, damage, or expense covered under this policy is also covered by any other insurance or maintenance contract, **you** must provide **us** with full details of the other contract. **We** will not pay more than our fair share (rateable proportion) of any claim.

POLICY EXCLUSIONS (Section 8)

YOU ARE NOT COVERED FOR:

1. More than three claims within the **period of insurance**
2. Any loss or damage arising from faults, damage, or infestation that **you** knew about when **you** took out this policy.
3. Any costs incurred when **you** have not notified **us** and received our prior agreement.
4. Any loss or damage relating to repairs more specifically covered as part of any other insurance policy, guarantee or maintenance agreement.
5. Damage incurred in gaining necessary access or the cost of carrying out **permanent repairs** once the **emergency** has been resolved, including any redecoration, or making good the fabric of the **property**.
6. Any defect, damage or failure caused by malicious or wilful act, negligence, misuse, third party interference or faulty workmanship, including any attempted repair or modification which does not meet recognised industry standards.
7. Any claim when the **property** has been left **unoccupied** for more than 30 days in a row.
8. Any claim where the **property** is used for business purposes including where any room is sub-let under any form of tenancy agreement.
9. Any claims relating to CCTV, fire, security, or surveillance systems or to swimming pools, ponds, or fountains.
10. Any loss or damage arising as a consequence of:
    a) War, invasion, act of foreign enemies, terrorism, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power; riot or civil commotion.
    b) Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly

General Conditions Under Section 8 (Cont.)

or its nuclear component thereof or contamination or poisoning due to the effects of chemical or biological and/or radioactive substances.

c) Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

11. Any loss, injury, damage, or legal liability arising directly or indirectly from:

    a) The failure of any computer or other electrical component to correctly recognise any date as its true calendar date.

    b) Computer viruses.

12. Any direct or indirect loss arising from the provision of, or delay in, providing the services to which this insurance relates, unless negligence on **our** part can be demonstrated. An example of this would be loss of wages as a result of an **emergency**.

13. Costs associated with any other **property**, home contents or communal/shared areas of **your property**.

14. Any loss, injury or damage arising as a result of equipment not having been installed, serviced, or maintained in accordance with statutory regulations or manufacturer's instructions.

15. Subsequent claims arising from the same cause or event, when **you** have not taken or paid for the action recommended by **our approved contractor** to ensure that the original fault has received a **permanent repair**.

16. Any claim where no fault is found.

17. Failure of any services where the problem is situated outside the boundary of the plot of land on which **your property** is situated or beyond the part of the sole or shared supply system or piping for which **you** are legally responsible

COMPLAINTS

We always strive to provide excellent service. However, if **you** have a complaint, please follow these steps.

1. If **your** complaint is about the sale of **your** policy, contact the broker who sold **you** the policy.
2. If **your** complaint is about a claim **you** made, call **us** at 0345 900 7832 or email **us** at customerrelations@collinsonservice.com.

We will respond to **your** complaint within four weeks of receiving it. Our response will be our final decision based on the information provided. If there's a delay in our investigations, we'll explain the reason and give **you** an estimated timeframe for reaching a decision.

If, for any reason, **you're** still dissatisfied or haven't received a final answer within eight weeks, **you** have the right to escalate **your** complaint to an independent authority called the Financial Ombudsman Service (FOS). **You** can contact them using the details below:

The Financial Ombudsman Service
Exchange Tower
1 Harbour Exchange Square, London
E14 9SR

Telephone: 08000 234 567 (free for people calling from a landline) or 0300 123 9 123

Email: complaint.info@financial-ombudsman.org.uk

Following this complaints procedure does not stop **you** from taking legal action.

CANCELLATION & RENEWAL PROVISIONS

CANCELLATION

Your rights to cancel: You have the right to cancel any policy of insurance within 14 days of the date of issue or receipt of the terms and conditions, whichever is later. **We** will refund to **you** any premium **you** have paid to **us**. In the case of renewals, **we** will refund to **you** any premium **you** have paid to **us** less any payments **we** have made.

Cancellation by You: If **you** cancel after 14 days, such cancellation shall take effect on the date the notice is received or on the date specified in the notice, whichever is the later. No return of premium will be made.

Cancellation by us: We do not have to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days' notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address.

Valid reasons may include but are not limited to:

a) Where **we** reasonably suspect fraud.

b) Non-payment of premium.

c) Threatening and abusive behaviour.

d) Non-compliance with policy terms and conditions.

e) **You** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask.

f) **You** do not or are not willing to co-operate in the event of a claim.

Where **our** investigations provide evidence of fraud or a serious non-disclosure, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when you provided us with incomplete or inaccurate information, which may result in **your** policy being cancelled from the date you originally took it out.

If **we** cancel the policy, **you** will receive a pro-rata return of premium for the number of complete unexpired months remaining of **your** policy. **you** will not be entitled to a pro-rata refund if the reason for cancellation is fraud, failure to co-operate and/or **we** are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

RENEWAL

You will be contacted up to 30 days before the annual renewal date of **your** policy to invite you to renew the policy. **We** will tell **you** about any changes to the premium or the policy terms and conditions. If **you** do not wish to renew

General Conditions Under Section 8 (Cont.)

your policy, please contact **Us** before your renewal date.

OUR RIGHT TO CHANGE THE COVER OR PRICE

If **We** alter the terms of cover or price of Your policy, it will only be done at **Your** next annual renewal date.

HOW WE USE THE INFORMATION ABOUT YOU

As a data controller, **we** collect and process information about **you** so that **we** can provide **you** with the products and services **you** have requested. **We** also receive personal information from **your** agent on a regular basis while **your** policy is still live. This will include **your** name, address, risk details and other information which is necessary for **us** to:

- Meet **our** contractual obligations to you.
- Issue **you** this insurance policy.
- Deal with any claims or requests for assistance that **you** may have.
- Service **your** policy (including claims and policy administration, payments, and other transactions).
- Detect, investigate, and prevent activities which may be illegal or could result in **your** policy being cancelled or treated as if it never existed.
- Protect **our** legitimate interests.

In order to administer **your** policy and deal with any claims, **your** information may be shared with trusted third parties. This will include members of The Collinson Group, third party administrators, contractors, investigators, crime prevention organisations and claims management organisations where they provide administration and management support on **our** behalf. Some of these companies are based outside of the European Union where different data privacy laws apply. Wherever possible, **we** will have strict contractual terms in place to make sure that **your** information remains safe and secure.

We will not share **your** information with anyone else unless **you** agree to this, or **we** are required to do this by **our** regulators (e.g., the Financial Conduct Authority) or other authorities.

The personal information **we** have collected from **you** will be shared with fraud prevention agencies and databases who will use it to prevent fraud and money-laundering and to verify **your** identity. If fraud is detected, **you** could be refused certain services, finance, or employment. Further details of how **your** information will be used by **us** and these fraud prevention agencies and databases, and **your** data protection rights, can be found by visiting https://cifas.org.uk/fpn and https://insurancefraudbureau.org/privacy-policy

General Conditions Under Section 8 (Cont.)

Processing your data

Your data will generally be processed on the basis that it is:

- Necessary for the performance of the contract that **you** have with **us**.
- Is in the public or **your** vital interest: or.
- For **our** legitimate business interests.

If **we** are not able to rely on the above, **we** will ask for **your** consent to process **your** data.

How we store and protect your information

All personal information collected by **us** is stored on secure servers which are either in the United Kingdom or European Union.

We will need to keep and process **your** personal information during the **period of insurance** and after this time so that **we** can meet **our** regulatory obligations or to deal with any reasonable requests from **our** regulators and other authorities.

We also have security measures in place in our offices to protect the information that **you** have given **us**.

How you can access your information and correct anything which is wrong

You have the right to request a copy of the information that **we** hold about **you**. If **you** would like a copy of some or all of **your** personal information, please contact **us** by email or letter as shown below:

Email address: data.protection@collinsongroup.com

Postal Address: 3 More London Riverside, London, SE1 2AQ

This will normally be provided free of charge, but in some circumstances, **we** may either make a reasonable charge for this service or refuse to give you this information if your request is clearly unjustified or excessive.

We want to make sure that **your** personal information is accurate and up to date. **You** may ask **us** to correct or remove information **you** think is inaccurate.

If **you** wish to make a complaint about the use of **your** personal information, please contact our Complaints manager using the details above. **You** can also complain directly to the Information Commissioner's Office (ICO). Further information can be found at https://ico.org.uk/

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Helping others.

enquiries@sagic.co.uk
0300 030 1865

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