



# Home Insurance

Policy wording



# Welcome

Thank you for arranging your insurance with us.

This policy wording describes your contract of insurance. Please read it carefully along with your Policy Schedule which shows the insured property, your level of cover and your excess details.

You will find these documents in your welcome/renewal pack, or with confirmation following a change to your policy. Please check these documents as the information must be correct.

We have tried to make this document easy to read. However, we still had to use some words that have a special meaning these are listed and explained in the 'definitions' section.

Your contract of insurance has been arranged for you by Rivr, we are responsible for arranging and administering your insurance policy. Full details of our services are set out in our 'Terms of Service'.

The policy is administered by Bspoke Private Clients on behalf of Accelerant Insurance UK Limited and ARAG Legal Expenses Insurance Company Limited. The authorised insurers have agreed to cover you, subject to the terms and conditions contained in this document, against any liability, loss, or damage that arises during a period of insurance. The authorised insurers' details appear in the About Your Policy section.

To make things easier, you only need to contact us at Rivr to arrange everything for you with the authorised insurers on your behalf.

Thanks again for choosing Rivr.



Will Clarkson Webb  
Founder and CEO

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# How to Use This Document

**We** understand that insurance policies can be complicated and sometimes hard to understand. That's why **we've** written this Policy Wording to be as simple and easy to use as possible. In this document **we'll** explain the following things:

- How to make a claim
- How to make a complaint
- How to cancel or make a change to **your** policy
- Information about **us** and **your** insurer
- Important words and definitions that apply to this document.
- What **you** are covered for
- What **you** are not covered for
- Certain conditions that apply to **your** insurance policy
- How **we** use the data **we** collect about **you**

**Your** Policy Wording is part of **your** contract with **us**, along with **your** Policy **Schedule** (sometimes referred to as **your Schedule** of Insurance) and any Statement of Facts. **You** should read both documents to make sure **you** understand them.

**You** will also have received an Insurance Product Information Document (or IPID) when **you** took out **your** policy or got a quote or renewal from **us**. While this document isn't part of **your** contract with **us** it's a useful summary of the cover **you** have but does not fully outline all of the terms and conditions.

**Your home** insurance document is split into various sections:

- Section 1 – Buildings
- Section 2 – Contents
- Section 3 – Your Liabilities
- Section 4 – Property Emergency Solutions
- Section 5 – Family Legal Solutions

Not all sections of this policy may apply to **you**. The cover **you** have selected and the amount of cover will be shown on **your schedule** and is subject to the terms, conditions and exclusions set out in this policy document and any later notices sent to **you**.

Please get in touch by contacting your **Insurance Intermediary** if **you** need **your** documents in large font, braille, or as audio.

# Making a Claim

**We** understand that when **you** have an accident or incident that means **you** need to make a claim it can be stressful. That's why **we** aim to make **our** claims processes as quick and simple as possible.

**Your** claim will be handled promptly and by experienced claim handling staff. Any incident or loss that gives rise or may give rise to a claim should be notified immediately to:

## For claims under Sections 1, 2 and 3 (Buildings, Contents, Personal Possessions and Liability)

Tel: 0203 885 1984

Email: [privateclients.uk+bspoke@reserv.com](mailto:privateclients.uk+bspoke@reserv.com)

## For claims under Section 4

### Part A Home Emergency Solutions for your Main Residence

Tel: 0330 303 1389

### Part B Home Emergency Solutions for Second Homes

Tel: 0330 303 1394

### Part C Holiday Home Emergency Solutions

Tel: 0330 303 1395

### Part D Residential Landlords' Emergency Solutions

Tel: 0330 303 1396

This helpline is open 24/7 365 days a year

## For claims under Section 5 (Family Legal Solutions)

To download a claim form or make a claim online visit: [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims)

To request a claim form via telephone, call: 0330 303 1955 between 9am and 5pm weekdays (except bank holidays).

In all correspondence, please tell **us you** are insured by Bspoke Private Clients and provide **your** policy number which can be found on **your schedule**. This will help **us** to confirm **your** policy details and deal with **your** claim as quickly as possible.

Claims will only be considered if **your** premium payment has been paid from the commencement date of this policy.

If an incident occurs, **you** should take any immediate action **you** think is necessary to protect **your** property from further damage.

Further details on the claims process, conditions and requirements are in each of the sections of this policy.

# How to Make a Complaint

It is the intention to give **you** the best possible service but if **you** do have any questions or concerns about this insurance or the handling of a claim **you** should follow the Complaints Procedure below:

If **you** have a complaint regarding the sale or service of **your** policy, please contact **your Insurance intermediary** or Administrator. Alternatively, **you** can contact **us** using the details below.

## For complaints relating to Sections 1, 2 and 3 please contact:

Bspoke Private Clients

Tel: 0333 400 0473

Email: [enquiries@bspokeprivateclients.co.uk](mailto:enquiries@bspokeprivateclients.co.uk)

Address: Brookfield Court, Selby Road, Leeds, LS25 1NB

## For complaints relating to Sections 4 and 5 please contact:

In the first instance, please call the number **you** called to report **your** claim. The staff handling **your** claim should be able to resolve any issues.

Alternatively, **you** can contact **ARAG's Customer Relations Department** directly in the following ways;

Tel: 0344 893 9013

Email: [customerrelations@arag.co.uk](mailto:customerrelations@arag.co.uk)

Address: Unit 4a, Greenway Court, Bedwas, Caerphilly, CF83 8DW

In all correspondence, please state that **your** insurance is provided by Bspoke Private Clients and quote **your** policy number or claims reference.

## Financial Ombudsman Service

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If **we** have not completed **our** investigations into **your** complaint within 8 weeks of receiving **your** complaint or if **you** are not happy with **our** Final Response, **you** may ask the Financial Ombudsman Service (FOS) to look at **your** complaint. If **you** decide to contact them, **you** should do so within 6 months of receiving **our** Final Response Letter.

For more information regarding the scope of the Financial Ombudsman Service please refer to [www.financialombudsman.org.uk](http://www.financialombudsman.org.uk)

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

Tel: 0800 023 4567

Get in touch online: <https://www.financial-ombudsman.org.uk/contact-us/complain-online>

## Financial Services Compensation Scheme

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If Accelerant Insurance UK Limited or ARAG Legal Expenses Insurance Company Limited cannot meet their obligations, **you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). **You** can get more information about compensation scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk)

# Cancelling This Policy

## Your Right to Cancel

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**You** can cancel **your** insurance policy at any time by contacting **your Insurance intermediary**.

If you cancel your policy before your cover has started, we will refund your premium in full.

If **you** cancel **your** policy within 14 days of **your** start date or renewal date, providing no claim has been submitted, **we** will refund **your** full premium, less a proportionate deduction for the time **we** have provided cover and any administration fee paid.

**You** may cancel after 14 days, and providing no claim has been submitted, **you** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **we** have provided cover and any administration fee paid.

If **you** have received a claims payment, have a claim pending or an incident likely to give rise to a claim during the **period of insurance**, no refund of **your** premium or any administration fee will be given.

## Our Right to Cancel

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**We** may at any time cancel this policy where there is a valid reason for doing so, sending at least 14 days' notice to **you** at **your** last known correspondence or email address. Valid reasons include but are not limited to:

- Non-payment of premium – If payment is not made when due, **we** will write to **you** requesting payment by a specific date. If **we** receive payment by the date set out in the letter, **we** will take no further action. If **we** do not receive payment by this date, **we** will cancel the insurance from the cancellation date shown on the letter.
- **Your** Credit Agreement is cancelled.
- Where **we** reasonably suspect fraud
- Where **you** fail to co-operate with **us** or provide **us** with information or documentation **we** reasonably require, and this affects **our** ability to process a claim or defend **our** interests.
- Where **you** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask. See the Information **you** provide clause.
- Where **you** harass or use abusive or threatening behaviour towards **our** staff or representatives of Bspoke Private Clients or **your Insurance intermediary**.

If **we** cancel the policy, **you** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **we** have provided cover and any administration fee paid.

However, if a claim has been made or the reason for cancellation is fraud and/or economic, financial or trade sanctions, **we** are legally entitled to keep the premium.

# About Your Policy

The documents provided are **your** contract of insurance with **us** and confirms the cover **you** have in place including any additional terms, conditions, exclusions and **endorsements** which may apply.

Insurance does not cover **your** property against everything that can happen, so please read the whole document carefully. The policy is arranged in the following sections:

- The cover **you** have requested and that **we** have provided.
- What this policy covers and any exclusions
- **Your** duty under this policy and any requirements **we** have

**You** should keep this policy and supporting documentation in a safe place. It is important **you** understand the cover provided and if **you** have any questions or concerns **you** should contact **us**.

## Information you provide

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It is important to make sure the information **you** provide **us** is correct and accurate as this may affect the validity of the policy and **your** ability to make a claim. **You** must let **your Insurance intermediary** know if **your** circumstances change as this could affect **your** policy and the cover in place. In particular **you** are required to:

- Supply complete and accurate answers to all the questions **we** ask as part of **your** application.
- To make sure that all information supplied as part of **your** application for cover is correct to the best of **your** knowledge.
- To let **us** know of any changes to the answers **you** provided as part of **your** application as soon as possible.

If **you** fail to provide answers in line with the above requirements or if **you** do not notify **us** of a change in **your** circumstances, **we** may:

- refuse to pay any claim or the claim may not be paid in full; or
- cancel **your** policy; or
- revise the terms and cover of **your** policy.

## Changes to your information

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If any of the information detailed within **your** policy **schedule** changes, please let **your Insurance intermediary** know as soon as possible. Changes to **your** circumstances will not be insured unless **we** have agreed to provide cover, have issued a new insurance **schedule** and any change in premium is settled.

If **you** do not advise **us** of any changes to **your** circumstances, **we** will determine if **your** failure has been deliberate, reckless or careless and **your** policy may be affected in accordance with the 'information **you** provide' clause above.

When **you** advise a change, **we** will reassess the premium and the terms of **your** policy. **You** will be informed of any revised premium or terms and asked to agree before any change is made. In some circumstances **we** may not be able to continue **your** policy following the changes. If this is the case, **you** will be notified and the policy may be cancelled as per the conditions applying to **our** cancellation policy on page 7.

## Renewing your insurance

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**Your Insurance intermediary** will contact **you** by email or post at least 14 days before **your** renewal date to either provide **you** with a new quotation for a further year, or if **we** are unable to renew **your** insurance, with the reasons why.

**Your** policy number will be replaced at each renewal and **your** new details will be provided on **your schedule** once **you've** renewed **your** policy.

## About Your Policy (Continued)

The details must be reviewed in full and if any changes are required, **you** must call **your Insurance intermediary**.

If **you** pay by monthly instalments, **your** cover will automatically renew. If **you** do not want to renew **your** policy, or **you** do not wish to continue paying by monthly instalments please contact **your Insurance intermediary** before **your** renewal date with clear instructions.

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### About Us

**Your** policy has been arranged by **your Insurance intermediary** on behalf of Bspoke Private Clients, a trading style of Bspoke Commercial Limited, authorised and regulated by the Financial Conduct Authority. Firm Reference No. 709456. **You** can check **our** details on the Financial Services Register [register.fca.org.uk/](https://register.fca.org.uk/).

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### About Your Insurers

Sections 1, 2 and 3 of your policy are underwritten by Accelerant Insurance UK Limited. Accelerant Insurance UK Limited is registered in England and Wales with the company number of 03326800 and the registered office of One Fleet Place, London, EC4M 7WS. Its trading address is Lodge Park Business Centre, Lodge Lane, Langham, Colchester, CO4 5NE. Accelerant Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (firm reference number: 207658).

Sections 4 and 5 of your policy are provided by ARAG plc. ARAG plc ("ARAG") is authorised and regulated by the Financial Conduct Authority (FRN452369). Registered Address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. Registered in England and Wales. Company Number 02585818. ARAG plc is authorised to administer this insurance on behalf of the insurer ARAG Legal Expenses Insurance Company Limited. ARAG Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority. Registered Address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. Registered in England and Wales. Company Number 103274.

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### Your Duties

The cover in this policy is valid providing:

- **You** or any other insured person have kept to all the terms and conditions of the policy.
- The information confirmed on **your** current **schedule** and when registering a claim is true and complete.

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### Fraud and Misrepresentation

**You** must always answer **our** questions honestly and provide true and accurate information. If **you**, any other insured person or anyone acting on **your** behalf:

- Provides **us** with false, exaggerated or misrepresented information.
- Submits false, altered, forged or stolen documents.

**We** will take one or more of the following actions:

- Amend **your** policy to show the correct information and apply any change in premium.
- Cancel **your** policy, under certain circumstances this may be with immediate effect.
- Declare **your** policy void.
- Refuse to pay **your** claim or only pay part of **your** claim.
- Only pay a proportion of **your** claim
- Keep the premium **you** have paid.
- Recover any costs incurred from **you** or any other insured person.

If **we** identify any fraud or misrepresentation, **we** will cancel or void any other policies **you** have with **us**.

## About Your Policy (Continued)

### Governing Law

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Under the laws of the **United Kingdom**, both **you** and **we** are free to choose the law which applies to this contract of insurance to the extent permitted by those laws.

Unless we have agreed otherwise with you, this insurance is governed by English Law and all communication shall be conducted in English.

**We** and **you** have agreed that any legal proceedings between **you** and **us** in connection with the contract of insurance will only take place in the courts of the part of the **United Kingdom** in which the **home** is located.

### Rights of Third Parties

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This contract is between **you** and the authorised insurers. Nobody else has any rights they can enforce under this contract, including under the Contract (Rights of Third Parties) Act 1999.

### Several Liability

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The liability of the insurers is several and not joint and is limited solely to the extent of their individual proportions. The insurers are not responsible for the subscription of any co-subscribing insurer or any other insurer or co-insurer who for any reason does not satisfy all or part of its obligations.

### Payments

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Where payment of premium is not made, any cover otherwise provided by this insurance will be inoperative from the date the premium was due. Where a claim has been notified during the current period of insurance, you must continue with the monthly payments throughout the remaining period of insurance or pay the remaining premium in full. If you fail to do so, a claim may be rejected, or payment could be reduced.

### Financial Sanctions

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**We** will not provide any cover or be liable to provide any indemnity, payment or other benefit under this policy where doing so would breach any prohibition or restriction imposed by law or regulation.

If any such prohibition or restriction takes effect during the period of insurance **we** may cancel this policy immediately by giving **you** written notice at **your** last known address. If **we** cancel the policy **we** may refund premiums already paid for the remainder of the current **period of insurance**, provided no claims have been paid or are outstanding.

### Other insurance

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We will not pay any claim for loss, damage or liability which is insured by or would be insured by another policy if this policy did not exist.

### Transfer of Interest

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**You** cannot transfer **your** interest in the policy without **our** written permission.

### Recovering our Costs

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If **we** think someone else is at fault for a claim that **we** pay, we may follow up that claim in the name of anyone claiming cover under this policy to get back the payments that **we** make. Anyone making a claim under this policy must give **us** any help and information that **we** need.

# General Exclusions

Exclusions explain what is not covered under the policy. The following exclusions apply to all sections of the policy. Each section of the policy also contain exclusions which apply to that particular section only.

## Electronic Data

We will not pay for:

- a. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from, and
- b. any legal liability of whatsoever nature, directly or indirectly caused by or contributed to or arising from:
  - Computer viruses, erasure or corruption of electronic data.
  - The failure of any equipment to correctly recognise the change of date.

For the purpose of this exclusion 'computer virus' means a corrupting instruction from an unauthorised source that propagates itself via a computer system or network.

## Pollution and Contamination

We will not pay for loss, damage or liability of any kind directly or indirectly caused by or arising out of pollution and/or contamination other than:

- When caused by oil or water escaping from a fixed oil or fixed water or fixed water installation, or,
- when caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** at the **home**, and
- reported to **us** not later than 30 days from the end of the **period of insurance**.

In which all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident.

## Radioactive Contamination and Nuclear Assemblies Exclusion

We will not pay for:

- a. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from; and
- b. Any legal liability of whatsoever nature, directly or indirectly caused by or contributed to or arising from:
  - Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

## Terrorism

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

## War

We will not pay for any consequence whatsoever which is the direct, or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event: war, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not), civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

# Policy Definitions

Wherever the following words or phrases appear within this policy they will always have the same meaning. Under certain sections cover will be limited, please refer to individual sections for full terms and conditions.

Endorsement	A written variation to the terms and/ or conditions of this insurance.
Excess	The first amount of each claim payable by <b>you</b> as detailed on the policy <b>schedule</b> for the relevant section. If <b>you</b> claim under more than one section for the same loss or event, <b>we</b> will only apply the <b>excess</b> once.
Insurance Intermediary	Rivr Cover Limited trading as Rivr
Period of Insurance	The period shown in the <b>schedule</b> and any further period for which <b>you</b> have paid or agreed to pay and <b>we</b> have accepted or have agreed to accept the premium.
Schedule	The document which shows the specific details of <b>your</b> insurance.
Sum Insured	The maximum amounts <b>we</b> will pay as shown in the <b>schedule</b> .
Terrorism	The use, or threat of use, of biological, chemical and/ or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organization(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.

# Sections 1, 2 and 3 | Buildings, Contents and Your Liabilities

The following applies to Sections 1, 2 and 3.

## Making a Claim

When an incident or loss occurs, **you** should take any immediate action **you** think is necessary to protect **your** property and belongings from further damage, such as switching off utilities.

If **you** need to make a claim under this policy, please contact **us** straight away by calling or emailing **our** claims team:

### For claims under Sections 1, 2 and 3 (Buildings, Contents, Personal Possessions and Liability)

Tel: **0203 885 1984**

Email: [privateclients.uk+bspoke@reserv.com](mailto:privateclients.uk+bspoke@reserv.com)

To help us deal with your claim quickly we may require you to provide us with assistance and evidence that we require concerning the loss of damage. Ideally, as part of the initial notification, you will provide:

- **your** name, address, and preferred contact details
- Policy number
- the date of the incident or loss
- any crime reference numbers or police details where applicable
- the cause of the loss or damage
- details of the loss or damage together with claim value if known
- name and addresses of any other parties involved or responsible for the incident (including detail of injuries) and addresses of any witnesses.

This information will enable **us** to make an initial evaluation on policy liability and claim value.

When you call us, we may:

- ask **you** to get estimates for building repairs or replacement items; or
- arrange for the damage to be inspected by one of **our** claims advisors, an independent loss adjuster or other expert – their aim is to help **us** agree a fair settlement with **you**; or
- arrange for the repair or a replacement as quickly as possible; or
- for some claims **we** or someone acting on **our** behalf may wish to meet with **you** to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations.

If **we** appoint an authorised repairer the benefits for **you** are:

- they will make **your home** safe for **you**,
- **we** will arrange for someone to repair or replace the lost or damaged items,
- if further work is required, they will arrange a convenient time to complete the work,
- **you** will not need to obtain estimates,
- **you** can be assured of the standard of the work.

## Making a Claim (continued)

### Claims conditions

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These are the claims terms and conditions which **you** and **your household** will need to keep to as **your** part of the contract. If **you** do not, a claim may be rejected, or payment could be reduced. In some circumstances, **your** policy might be invalid.

If anything happens which might lead to a claim, what **you** must do depends on what has happened. The sooner **you** tell **us** the better. In some cases, there are other people **you** must contact first:

- If **you** or **your household** are the victim of malicious damage, vandalism, theft or attempted theft or accidental loss **you** must tell the Police immediately, within 24 hours of discovery of the loss and obtain the Police reference number, tell **us** as soon as possible,
- If **you** or **your household** are the victim of riot **you** must tell us as soon as **you** reasonably can and give **us** all information and help **we** need.
- For all other claims **you** must notify **us** as soon as possible, giving full details of what has happened,
- **You** must provide **us** with details of what has happened as soon as **you** can,
- If a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive must be forwarded to **us** unanswered as soon as **you** reasonably can,
- **You** must not admit liability, or offer or agree to settle any claim without **our** written permission,
- **You** must take care to limit any loss, damage or liability,
- **You** must retain ownership of **your** property at all times. **We** will not take ownership of, or accept liability for, any of **your** property unless **we** agree with **you** in writing in advance to do so.

### How we deal with your claim

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**We** may request additional information depending upon circumstances and value which may include the following:

- original purchase receipts, invoices, instruction booklets or photographs, bank or credit card statements, utility bills, pre-purchase surveys, or plans or deeds of **your** property;
- dates and location of when/where damaged items were purchased; and/or
- for damaged property, confirmation by a suitable qualified expert that the item **you** are claiming for is beyond repair.

**We** may need to get into a building that has been damaged to salvage anything **we** can and to make sure no more damage happens. **You** must help us to do this but **you** must not abandon **your** property to **us**.

**We** have the right, if **we** choose, in **your** name but at **our** expenses to:

- take over the defence or settlement of any claim;
- start legal action to get compensation from anyone else;
- start legal action to get back from anyone else any payments that have already been made.

**You** must provide **us** with any information and assistance as **we** may require about any claim. **You** must help us to take legal action against anyone or help defend any legal action if **we** ask **you** to.

### Large Loss Excess Waiver

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In the event of a claim for loss or damage covered by this insurance exceeding £15,000, the **excess** shown in **your schedule** will not apply. This Large Loss **Excess** Waiver does not apply:

- to any **subsidence excess**
- where **we** have applied an additional increased **excess** by **endorsement**.

# Sections 1, 2 and 3 Definitions

Where the following words appear in bold print in Section 1-3 they will have the following meanings.

Accidental damage	Sudden, unexpected and visible damage which is not inevitable and non-deliberate.
Aggravated damages	These are damages that are awarded when <b>your</b> behaviour or the circumstances of a case increase the injury to the other person because they are humiliated, distressed or embarrassed.
Bodily injury	Physical injury including accidental death, disease or illness.
Buildings	<p>The <b>buildings</b> used for domestic purposes, situated at the address or addresses shown in <b>your schedule</b> which are owned by <b>you</b>, or for which <b>you</b> have a legal responsibility, including:</p> <ul style="list-style-type: none"> <li>• the main domestic structure;</li> <li>• garages and outbuildings;</li> <li>• decorative finishes;</li> <li>• permanent fixtures and fittings, including tenants' fixtures and fittings and interior decorations;</li> <li>• domestic fixed fuel tanks;</li> <li>• garden walls, fences, gates, paths and drives;</li> <li>• hard tennis courts, patios, steps, terraces, ornamental man-made ponds, fountains and bridges;</li> <li>• permanently fitted hot tubs and swimming pools;</li> <li>• radio and TV aerials, satellite dishes, solar panels, wind turbines, external lighting, alarm systems, surveillance equipment and lifts;</li> <li>• underground service pipes, cables, sewers, drains and drain inspection covers.</li> </ul>
Contents	<p>The <b>household</b> goods and personal belongings of <b>your home</b> all of which belong to <b>you</b> or for which <b>you</b> have a legal responsibility, including:</p> <ul style="list-style-type: none"> <li>• clothing, furs and other personal property;</li> <li>• audio and visual equipment;</li> <li>• pedal cycles;</li> <li>• domestic gardening vehicles, machinery, tools and implements;</li> <li>• golf buggies, electric wheelchairs, segways, models and toys including battery operated and/or pedestrian remote controlled devices;</li> <li>• motorcycles with an engine capacity of 50cc or less;</li> <li>• <b>credit cards</b>;</li> <li>• <b>money</b> including <b>money</b> held on behalf of a registered charity for which no other insurance is in place;</li> <li>• <b>office equipment</b>;</li> <li>• <b>outdoor items</b>;</li> <li>• sports equipment including guns;</li> <li>• saddlery and tack;</li> <li>• trailers and horseboxes used solely for domestic purposes within the grounds of <b>your home</b>;</li> <li>• <b>fine art and antiques</b>;</li> <li>• <b>jewellery and watches</b>.</li> </ul>

Sections 1, 2 and 3 Definitions (continued)

Contents (continued)	<p><b>Contents</b> excludes:</p> <ul style="list-style-type: none"> <li>• motor vehicles other than those defined under listed above;</li> <li>• any boat or vessel designed for use on water other than those defined under <b>watercraft</b>;</li> <li>• caravans and aircraft (including but not limited to model aircraft, gliders, hang- gliders, microlights and drones) and any parts or accessories thereof;</li> <li>• any living creature;</li> <li>• any part of the <b>buildings</b>;</li> <li>• any items held or used in connection with any business, other than as defined under <b>office equipment</b>.</li> </ul>
Credit cards	Credit, charge, cheque or store cards.
Domestic employee(s)	Any person employed by <b>you</b> under a contract of service which is solely for private domestic duties. <b>Domestic employee(s)</b> does not include any employee involved in demolition, alterations, extensions or renovations to any part of the <b>home</b> .
Fine art and antiques	<p>All items of special, or high quality, or of artistic merit, including but not limited to collectable furniture, pictures, paintings, prints, drawings, photographs, books, manuscripts, tapestries, rugs, gold, silver, gold or silver plated articles, items made of precious metals and/or precious stones, sculptures, ceramics, porcelain, china, glassware, clocks, barometers, statues, stamps, coins and medals, all forming part of a collection.</p> <p>Fine art and antiques does not include jewellery and watches.</p>
Heave	Upward movement of the ground beneath the <b>buildings</b> as a result of the soil expanding .
Home	The <b>Buildings</b> and the area of the plot of land described in the title deeds of <b>your</b> private residence(s) specified in <b>your</b> policy <b>schedule</b> .
Household	Members of <b>your</b> family, <b>your</b> relatives and any other persons (but not boarders, lodgers or paying guests) and permanent resident <b>domestic employee(s)</b> employed by <b>you</b> or a family member who are permanently living with <b>you</b> at any <b>home</b> .
Insured event	A circumstance arising during the <b>period of insurance</b> which results in loss, damage or liability which <b>we</b> have agreed to pay for.
Jewellery and Watches	Articles that are worn containing gemstones, silver, gold, platinum or other precious metals and watches, pearls and gemstones.
Landslip	Sudden downward movement of sloping ground.
Liquidated damages	These are the damages where the amount to be paid for failing to keep to the terms of the contract has been agreed by the people involved in the contract, at the time the contract was made.
Lived in	Regularly carrying out day-to-day activities such as bathing, cooking, eating and sleeping in the property. This does not include occasional visits or stays.

Sections 1, 2 and 3 Definitions (continued)

Money	Cash, current bank and currency notes, cheques, bankers' drafts, postal and <b>money</b> orders, unused current postage stamps, travellers' cheques, securities, savings stamps and certificates, premium bonds, negotiate instruments, sports/travel season tickets, gift vouchers and any other tickets or vouchers with a fixed monetary value.
Mould	A fungus that produces a superficial growth on various kinds of damp or decaying organic matter. Also includes <b>mould</b> spores and mycotoxins and the scents and other by-products of any of these.
Multiplying compensatory damages	In some areas of the world the amount of <b>money</b> awarded as compensation is multiplied by two, three or more times as a punishment to <b>you</b> .
Office equipment	<p><b>Office equipment</b> includes any of the following used in conjunction with <b>your</b> business at the <b>home</b>, which belong to <b>you</b> or for which <b>you</b> have a legal responsibility for:</p> <ul style="list-style-type: none"> <li>• furniture;</li> <li>• computers (including keyboards and monitors);</li> <li>• printers;</li> <li>• fax machines and modems;</li> <li>• photocopiers and typewriters;</li> <li>• phone equipment;</li> <li>• business stock.</li> </ul> <p><b>Office equipment</b> does not include:</p> <ul style="list-style-type: none"> <li>• the cost of reconstituting any lost or damaged data.</li> </ul>
Outdoor items	Items which are normally left outdoors including garden furniture, garden statues, barbeques, fixed recreational toys, urns and other similar items.
Policyholder	The person shown as the insured in the <b>schedule</b> . If there is more than one person named on the <b>schedule</b> as the <b>policyholder</b> , this policy applies both jointly and individually.
Punitive or exemplary damages	These are damages that are awarded to punish <b>you</b> as well as compensate the other person if <b>you</b> did any act or failed to do any act deliberately.
Storm	<p>A period of violent weather defined as:</p> <ul style="list-style-type: none"> <li>• Wind speeds with gusts of at least 48 knots (55mph)* or;</li> <li>• Torrential rainfall at a rate of at least 25mm per hour or;</li> <li>• Snow to a depth of at least one foot (30 cm) in 24 hours or;</li> <li>• Hail of such intensity that it causes damage to hard surfaces or breaks glass</li> </ul>

\*Equivalent to **Storm** Force 10 on the Beaufort Scale.

Sections 1, 2 and 3 Definitions (continued)

Subsidence	Downward movement of the ground beneath the <b>buildings</b> , other than by the action of made up ground settling or by structures bedding down within ten years of construction.
Unattended	When <b>you</b> are not within full view of <b>your</b> property or vehicle.
Unoccupied	If the <b>home</b> has not been <b>lived in</b> by <b>you</b> overnight for more than 45 consecutive days or if <b>you</b> plan to live in the <b>home</b> for less than 180 days during the <b>period of insurance</b> or are not sufficiently furnished for normal living purposes.
United Kingdom	England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands.
Watercraft	<p>Any of the following which are owned by <b>you</b>, or for which <b>you</b> have a legal responsibility:</p> <ul style="list-style-type: none"> <li>• sailboards</li> <li>• surfboards</li> <li>• dinghies</li> <li>• boats of less than 16 feet or 4.8 metres in length</li> <li>• motorised boats or vessels with an engine of 25 horsepower or less.</li> </ul>
We / Us / Our	Accelerant Insurance UK Limited who underwrites the cover provided by Section 1, Buildings, Section 2, Contents and Section 3, Your Liabilities and/or Bspoke Private Clients when acting as agent on behalf of Accelerant Insurance UK Limited.
You / Your	The person(s) named in the <b>schedule</b> as the <b>policyholder</b> and all permanent members of his/her <b>household</b> .

# Sections 1, 2 and 3 Conditions

The following Conditions apply to Sections 1,2 and 3. These Conditions apply in addition to the General Conditions and anything more specifically stated elsewhere under Sections 1,2 and 3.

These are the conditions of the insurance **you** and **your household** will need to meet as **your** part of the contract. If **you** do not, a claim may be rejected, or payment could be reduced. In some circumstances **your** policy might become invalid.

Each **home** included under this insurance is considered to be covered as if separately insured.

## Your Duties

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**You** must take care to provide complete and accurate answers to the questions **we** ask when **you** take out, amend and renew **your** policy.

**You** must take care to avoid any accident and to prevent loss or damage to everything which is covered by this insurance and to keep all the property insured in good condition and in a good state of repair.

**You** must always make sure that the sums insured shown in **your schedule** are adequate.

- I) **Buildings** should be insured for the full cost of rebuilding the **buildings** in the same form, style and condition as new plus an amount for architects', surveyors', consulting engineers and legal fees, debris removal costs and other costs to comply with government or local authority requirements.

Please note that the rebuilding cost of **your home** may be different from its market value.

- II) **Contents** should be insured for the full cost of replacement as new.
- III) **Fine art and antiques** should be insured for the current market value.
- IV) **Jewellery and watches** should be insured for the current replacement value.

## Changes in circumstances

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**You** must tell **your Insurance Intermediary** within 14 days as soon as **you** know about any of the following changes:

- **You** are going to move **home** permanently;
- Someone other than **your** family is going to live in **your home**;
- **Your home** is going to be used for short periods each week or as a holiday **home**;
- **Your home** is going to be **unoccupied**;
- Work is to be done on **your home** which is not routine repair, maintenance or decoration, for example any structural alteration or extension to **your home**, with a contract value over £100,000;
- **You** or any member of **your household** has been convicted of or charged with any offence, other than a motoring offence which has not been spent under the Rehabilitation of Offenders Act;
- Any increase in the value of **your contents** or the rebuilding cost of **your buildings** as determined by a professional survey or evaluation;
- Any part of **your home** is going to be used for any trade, professional or business purposes.

There is no need to tell **us** about trade, professional or business use if:

- I) The trade, professional or business use is only clerical; and
- II) There are no staff employed to work from the **home**; and
- III) There are no visitors to the **home** in connection with the trade, profession or business; and
- IV) There is no business **money** or stock in the **home**

When **we** are notified of a change, **we** will tell **you** whether this affects **your** policy. For example, whether **we** are insurance, we will do so as described within the cancellation conditions contained within this policy.

If **you** do not tell **us** about changes or give **us** incorrect information, the wrong terms may be quoted, **we** may be entitled to reject payment of a claim or a payment could be reduced. In some circumstances **your** policy might be invalid, and **you** may not be entitled to a refund of premium.

### **Important Notice**

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Please note that if the information provided by **you** is not complete and accurate, **we** may:

- cancel **your** policy and refuse to pay any claim, or
- not pay any claim in full, or
- revise the premium and/or change any **excess**, or
- revise the extent of cover or terms of this insurance.

# Sections 1, 2 and 3 Exclusions

The following Exclusions apply to Sections 1,2 and 3. These Exclusions apply in addition to the General Exclusions and anything more specifically excluded elsewhere under Sections 1,2 and 3.

## Existing and Deliberate Damage

We will not pay for loss, damage, liability, cost or expense of any kind directly caused by deliberate or criminal acts of **you**, adult members of your **household** or anyone lawfully occupying **your home**.

## Building Works

We will not pay for any loss or damage resulting from any work to **your home**, which is not routine repair, maintenance or decoration, where the cost of the work exceeds a total contract value of £100,000, or **you** have entered into a contract, such as a JCT contract, which removes or limits **your** legal rights against a contractor or building firm appointed unless full details of the works planned and a copy of the contract has been disclosed and agreed by **us**.

## Confiscation

We will not pay for loss, damage or liability caused by officials or authorities confiscating or holding your property.

## Loss of Value

We will not pay for any reduction in market value of any property following its repair, replacement or reinstatement, unless expressly stated under any section of this policy.

## Indirect Loss or Damage

We will not pay for any loss or damage that is not directly associated with the incident that caused **you** to claim, except where that loss or damage is expressly included within this insurance.

## Wear and Tear and Gradually Operating Causes

We will not pay for any loss, damage, liability, cost or expense of any kind directly or indirectly caused by or resulting from:

- Anything which happens gradually, including smoke, damp, rising damp, wear and tear, gradual deterioration, fading, corrosion, rust or oxidation, rot, fungus, **mould** or infestations;
- Moths, insects, vermin or infestation;
- Dryness or humidity, being exposed to light or extreme temperatures, unless the loss or damage is caused by **storm**, frost or fire;
- The process of cleaning, dyeing, repair, alteration, renovation, restoration or anything reaching the end of its serviceable life.

## Defective Design or Construction

We will not pay for any loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or use of faulty materials.

## Mechanical or Electrical Faults

We will not pay for any loss or damage caused by or resulting from any mechanical or electrical faults or breakdowns.

## Section 1, 2 and 3 Exclusions (continued)

### Unoccupied Homes

We will not pay for loss or damage caused by following while **your home** is **unoccupied**:

- **accidental damage**;
- escape of oil from any fixed domestic heating system;
- escape of water from fixed water apparatus, pipes or tanks unless the **buildings** (including any outbuildings containing plumbing and associated amenities) are kept heated to a temperature of at least 15C and any loft hatch kept open to allow warm air to circulate or the water is shut off and the fixed water tanks, apparatus and pipes are drained;
- theft or attempted theft;
- vandalism

### Let properties and Business Use

We will not pay for any loss, damage, liability, cost or expense of any kind caused by theft or attempted theft unless forcible or violent means are used to enter or leave the **buildings**; or **accidental damage** to any part of **your home** which is commercially let or used for business purposes.

We will not pay for loss of income if **your** business or employment is interrupted as a direct result of loss or damage covered under this policy.

# Section 1 | Buildings

## The Cover

Cover for **buildings** applies only if it is shown as included in **your** policy **schedule**.

This section covers the **buildings** belonging to **you** or for which **you** are legally responsible, situated at the **home**, against loss or damage, other than as excluded either specifically under this section or the general exclusions.

**We** will not pay for:

### Your Excess

The **excess** as detailed in **your** Policy **schedule**.

### Wear and tear

Wear and tear, or anything that happens gradually.

### Damage to outdoor amenities

Loss or damage caused by **storm**, flood, frost, falling trees or weight of snow to gates, fences, pergolas, gazebos, arbours and hedges, unless the main building, garages or outbuildings of **your home** are also affected at the same time by the same event.

### General maintenance and decoration

The cost of general maintenance and decoration.

### Warping or shrinking

Loss or damage caused by or resulting from warping or shrinkage.

### Subsidence or heave to specific structures

Loss or damage caused by **subsidence** or **heave** of the site upon which the **buildings** stand, or **landslip**:

- a. to domestic fixed fuel tanks, swimming pools, hot tubs, terraces, patios, hard tennis courts, bridges, culverts and other man-made structures, driveways, footpaths, walls, gates and fences unless the main building, garages or outbuildings of **your home** are also affected at the same time by the same event;
- b. to solid floors unless the walls of the **home** are affected at the same time by the same event;
- c. arising from faulty design, specification, workmanship or materials;
- d. which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law;
- e. caused by river or coastal erosion;
- f. whilst the **buildings** are undergoing any structural repairs, alterations or extensions; or
- g. caused by structures bedding down, or made-up ground settling within ten years of construction.

### Blocked drainage systems

The cost of clearing blocked sewer pipes, drains, pipes or underground tanks unless caused as a result of loss or damage covered under this section.

## Section 1 Extensions (continued)

### Extended Replacement Cover

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In the event of loss or damage covered by this insurance, **we** will pay the cost of rebuilding or repairing the damaged **buildings**. Cover is limited to the **sum insured** as shown on **your** policy **schedule** for **buildings**. If **you** have an up-to-date survey of the **buildings** and have insured **your buildings** for the recommended **sums insured** plus additional costs of inflation applicable since the survey was carried out, **we** will pay the full cost of rebuilding or repairing the damage at the time of loss or damage, even if this is more than the **sum insured**, except for **buildings** that are Grade 1 or Grade A listed. The survey must have been carried out by an independent Chartered Surveyor no more than three years before the start of the **period of insurance** and must have been authorised by **us**.

**We** will make a deduction for wear, tear or betterment if the **buildings** have not been maintained in a good state of repair.

### Index-Linking

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To protect **you** against the additional costs of inflation which may make your **sums insured** inadequate, where **you** have chosen cover under this section **we** will adjust the **sum insured** for **buildings** each month in accordance with the movements in the House Rebuilding Cost Index issued by the Building Cost Information Service (BCIS) on behalf of the Association of British Insurers (ABI), or a similar suitable index **we** decide upon. Should the index fall below zero, there will be no reduction in the **sum insured**.

No increase or decrease in premium will be due for each monthly **sum insured** change but at each renewal the **sum insured** will be adjusted and the renewal premium calculated on the revised figures which will be shown on **your** policy **schedule**.

Following payment in respect of total destruction of the **buildings** **we** become entitled to take over ownership of and to take possession of any undamaged parts of the **buildings** although **we** may decide not to exercise this right.

**We** will pay for the cost of replacing any undamaged part of the **buildings** which forms part of a suite or part of a common design or function, if **we** have accepted a claim for damage to another part of the same suite or same common design or function, when the damage is restricted to a specific part or a clearly defined area. Following payment in respect of any undamaged part of a suite or part of a common design or function, **we** become entitled to take over ownership of and to take possession of those undamaged parts of the **buildings** concerned.

### Sum Insured

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**We** will not reduce the amount insured under section 1 after **we** have paid claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.

# Section 1 Extensions

The following extensions of cover are automatically included within **your** policy if **buildings** are shown as insured on **your Schedule**.

## Additions, Alterations and Improvements

**We** will pay up to a maximum of 25% of the **buildings sum insured** stated in the **schedule** for loss or damage to additions, alterations or improvements made to the **buildings** during the **period of insurance**.

This extension shall only apply when **you** declare the additions within 60 days and any additional premium requested by **us** is paid. If such an addition is not declared to **us** within 60 days **we** reserve the right, at **our** discretion, to refuse cover.

## Alternative Accommodation

**We** will pay the costs of alternative accommodation incurred by **you** and **your** domestic pets while **your home** cannot be **lived in**, due to loss or damage covered by this section, but not for a period of more than 36 months.

## Building Works

We will pay for loss or damage to the buildings whilst works are being carried out to your home which are not routine repair, maintenance or decoration, up to a contract value of £100,000.

We will also cover any newly acquired unfixed building materials, supplies, fixtures and fittings which are owned by you and kept at the home.

We do not cover works where the cost of works exceeds £100,000.

## Debris Removal and Additional Fees

Following loss or damage due to a valid claim under this section, **we** will pay expenses **you** become liable for in the rebuilding or restoration of the **buildings**, as a result of:

- I. the removal of debris, or
- II. compliance with Government or Local Authority requirements, or
- III. architect and surveyor fees.

The maximum **we** will pay is up to 25% of the **buildings sum insured**.

Costs and Expenses:

- I. incurred in removing debris from outside the site of the damage or adjacent area
- II. arising from Pollution or Contamination or property not insured
- III. more specifically insured elsewhere

Any fees charged in the preparation of a claim.

## Emergency Access

**We** will pay for damage caused to **your** property if the emergency services need to gain access to attend an emergency

## Section 1 Extensions (continued)

### Emergency Prevention Measures

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**We** will pay up to £2,500 in any one **period of insurance** for costs incurred by **you** in taking reasonable temporary measures to avoid or mitigate potential loss or damage caused by **storm** or flood.

### Sale of Property

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If at the time of Damage to **Buildings** insured under this Section **you** have entered into a contract to sell **your** interest in it, but:

- a. the contract has not yet been completed
- b. the building has not yet been insured by or on behalf of the purchaser

and the purchase is subsequently completed, **we** will pay the purchaser to the extent that this Section insures those **Buildings**. This will not affect either **your** or our rights and liabilities up to the date of completion of the purchase.

### Fatal Injury

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**We** will pay the following amounts for fatal injury to **you**, happening at the **home**, caused by outward and visible violence by burglars or by fire:

- £50,000 if such injury results in **your** death within 12 months of the incident; and/or
- Up to £50,000 where injury is sustained following the above events which necessitates alterations to the **buildings** to enable **your** continued occupation

The maximum **we** will pay for any one incident is £100,000; if **you** claim under both Section 1 and Section 2 the most **we** will pay for any one incident is £100,000.

**We** will not pay for injury to or death of any **domestic employee**.

### Forced Evacuation

---

If **you** are denied access to **your home** by the public authorities following loss or damage occurring at a neighbouring property, that would have been covered had it been insured under the terms and conditions of this policy, **we** will, subject to **our** prior consent and approval, reimburse **you** for the cost of necessary and comparable alternative accommodation incurred by **you**.

**We** do not cover the cost for a period of more than 30 days.

### Garden Cover

---

**We** will pay the costs of restoring **your** garden following loss or damage to the garden caused by fire, lightning, collision, impact, theft, attempted theft, vandalism, malicious acts or a forced access to deal with a medical emergency, up to £10,000 for any one claim.

The maximum **we** will pay for replacing any one tree, shrub or plant is up to £1,000.

## Section 1 Extensions (continued)

### Locating the Source of a Leak

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**We** will pay the costs of locating the source of a leak from fixed water tanks, apparatus and pipes, including subsequent repairs to walls, floors and ceilings.

The maximum **we** will pay for any one event that occurs outside the **home** is £10,000.

### Replacement Locks

---

The costs incurred with **our** prior consent for replacing locks to external doors, alarms and safes at the **home** following loss of or theft of **your** keys.

**Your excess** does not apply to this specific extension.

### Reward

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**We** will pay a reward up to £5,000 to anyone who gives information that leads to the arrest and conviction of anyone who committed an illegal act which resulted in a claim under this insurance.

**We** will not pay any reward where **you** or the Police would benefit from such payment.

If **you** claim under both section 1 and section 2 the most **we** will pay for any one incident is £5,000.

### Risk Management Fund

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Following loss or damage caused as a result of escape of water or flood, **we** will also pay to assist **you** with the cost of providing or installing flood defences, leak defences systems or any such other preventative measures **we** have agreed which have been put forward by a contractor that **we** have approved up to £1,000, provided the cost of the claim exceeds £10,000.

### Tree Removal

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The costs of removing tree(s) that have fallen across the main vehicular access to the **home**.

The maximum **we** will pay for any one claim is up to £2,500.

### Environmental Upgrade

---

Following loss or damage due to a valid claim under this section, if you chose to install a wind, solar, or geothermal power generating system **we** will pay towards the cost of installing this system.

The maximum **we** will pay is £10,000 or 10% of the building sum insured, whichever is the lesser.

This extension will only apply if;

The existing heating system at the home is damaged under a valid claim in section 1, buildings

The valid claim under section 1, buildings is more than £15,000

There is already a wind, solar or geothermal power generating system at **your home**

# Section 2 | Contents, Fine Art & Antiques and Jewellery & Watches

## The Cover

Cover for **contents, fine art and antiques** and **jewellery and watches** applies only if they are shown as included in **your** policy **schedule**.

This section covers the **contents, fine art and antiques** and **jewellery and watches** belonging to **you** or for which **you** are legally liable, against loss or damage, other than as excluded under either this section or the general exclusions.

These items are insured whilst at the home or anywhere in the world.

**We** will not pay for:

### Your Excess

The **excess** as detailed in **your** Policy **schedule**.

### Transported items

Loss or damage to any items being transported that are not suitably packed and secured according to the nature of the items and mode of transport.

### Use of guns

Loss, damage or liability caused by or resulting from guns used wilfully or maliciously, regardless of intention to cause harm.

### Unattended vehicle

Theft of any item from an **unattended** vehicle unless violence and force are used to enter the vehicle. Items must be concealed from sight and/or locked in the boot or glove box.

### Lost deliveries

Loss or damaged caused by **you** not receiving goods or services **you** have paid for through any internet website.

### Loss of value from repair

Loss of value following repair, replacement or reinstatement in respect of **contents**.

### Warping or shrinkage

Loss or damage caused by or resulting from warping or shrinkage.

### Subsidence or heave

Loss or damage caused by **subsidence** or **heave** of the site upon which the **buildings** stand, or **landslip**:

- a. Arising from faulty design, specification, workmanship or materials;
- b. Which compensation has been provided or would have been but for the existence of this insurance contract under any contract or a guarantee or by law;
- c. Caused by river or coastal erosion;
- d. Whilst the **buildings** are undergoing any structural repairs, alterations or extensions.

## **Basis of Valuation/Settlement of loss and/or damage**

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### 1. In respect of **contents**

In the event of loss or damage covered by this insurance, **we** will decide whether to repair, replace or pay a cash settlement on the basis of replacement cost as new. There will be no deduction for wear and tear.

In the event of a partial loss covered by this insurance **we** will pay for the cost of restoration or repair.

In any event **we** will not pay more than the sums insured shown in the **schedule** or the limits shown in the Specific Limits section.

### 2. In respect of **fine art and antiques** and **jewellery and watches**

In the event of loss or damage covered by this insurance **we** will pay:

- a. For unspecified items:  
Up to the specific limit of any items, pair or set of items at the time of such loss or damage
- b. For specified items:  
Up to the value agreed by us and as stated in the schedule for each item, pair or set of items individually listed in the valuation or private inventory

In the event of a partial loss covered by this insurance **we** will pay the cost of restoring or repairing the item to its condition immediately before the **insured event** plus any resulting depreciation in the market value of the item.

In the event of loss, covered by this insurance, to part of a pair or set of items, we will pay the full replacement cost of the pair or set of items, provided you surrender the undamaged part(s) of the pair or set of items to us.

In any event **we** will not pay more than the **sums insured** shown in the **schedule** or the limits shown in the Specific Limits section.

## Section 2 Specific Limits

Unless otherwise shown in the **schedule**, or more specifically covered or excluded elsewhere in this insurance, **we** will not pay more than the following amounts:

<b>Deeds and Documents</b>	For title deeds and other personal documents up to £20,000 for any one claim.
<b>Domestic gardening vehicles and other vehicles as defined under contents</b>	<b>We</b> will pay up to £10,000 for any one claim.
<b>Fine art and antiques</b>	<b>We</b> will pay £25,000 for any one item, pair or set of items, unless specified on your schedule.
<b>Jewellery and watches</b>	<b>We</b> will pay up to £25,000 for any one item, pair or set of items, unless specified on your schedule.
<b>Marquees and other hired in equipment</b>	<b>We</b> will pay up to £25,000 for any one claim, unless we agree a higher amount as detailed in <b>your schedule</b> .
<b>Money</b>	<b>We</b> will pay up to £5,000 for any one claim.
<b>Office equipment</b>	<b>We</b> will pay up to £20,000 for any one claim, with a maximum of £10,000 for business stock.
<b>Outdoor items</b>	<b>We</b> will pay £2,500 for any one item, up to 10% of the <b>Contents sum insured</b> .
<b>Watercraft</b> (Including their furnishings, equipment and outboard motors) whilst not in use	<b>We</b> will pay up to £5,000 for any one claim.

### Index Linking

To protect **you** against the additional costs of inflation which may make your **sums insured** inadequate, where **you** have chosen cover under this section **we** will adjust the **sum insured** for **contents**, but not **fine art and antiques** or **jewellery and watches** each month in accordance with the movements in the Consumer Price Index, or a similar suitable index **we** decide upon.

No increase or decrease in premium will be due for each monthly **sum insured** change but at each renewal the **sum insured** will be adjusted and the renewal premium calculated on the revised figures which will be shown on **your policy schedule**.

The **sum insured** for **Fine art and antiques** and **jewellery and watches** should reflect the market value and **you** should ensure the amount shown on your **schedule** is adequate.

## Section 2 Extensions

The following extensions of cover are automatically included within **your** policy if **contents** is shown as insured on **your Schedule**.

### Additions and Substitutions

**We** will pay up to a maximum of 25% of the **contents sum insured** stated in the **schedule** for loss or damage to additions or substitutions made to the **contents, fine art and antiques** and **Jewellery and watches** during the **period of insurance**.

This extension shall only apply when **you** declare the additions or substitutions within 60 days and any additional premium requested by **us** is paid. If such acquisition is not declared to **us** within 60 days **we** reserve the right, at **our** discretion, to refuse cover.

### Alternative Accommodation and Loss of Rent

**We** will pay the costs of alternative accommodation incurred by **you** and **your** domestic pets, or rent which **you** have to pay as a lessee or tenant of the **home** while the **home** cannot be **lived in** due to loss or damage covered by this insurance, but not for a period of more than 36 months.

**We** will not pay for any loss of rent and alternative accommodation as a result of the same loss or damage under this section.

### Contents in Transit

**We** will pay for loss or damage to **your contents** and **fine art and antiques**, during removal, transit and storage to **your** new permanent residence within the **United Kingdom** by professional removal contractors.

**We** will not pay for loss or damage whilst in storage for more than 15 days.

### Credit cards

**We** will pay the amount **you** are made legally liable for by **your** credit card provider for which **you** are responsible as a result of misuse by any unauthorised person(s) following loss or theft of any **credit card**, together with all costs and expenses incurred with **our** prior written consent arising before the **credit card** organisation received notification of the loss, provided that **you** comply with all the terms and conditions under which the **credit card** was issued.

**We** will not pay for losses not reported to the police and issuer of the **credit card** within 24 hours of discovery.

### Death of an Artist

**We** will pay for the increased value to any one piece of art that is individually listed under **fine art and antiques** where such increase is due to the death of the artist following loss or damage covered under this section.

**We** will not pay for:

- more than 200% of any one piece of art.
- any claim where the artist's death has not occurred within 12 months prior to the date of loss or damage;
- any claim where **you** cannot provide an independent professional valuation which is not more than 3 years old at the time of the loss or damage; or
- where **you** cannot prove the increased value of any piece of art.

## Section 2 Extensions (continued)

**Defective Title**

**We** will pay **you** the purchase price of an item individually listed in **your schedule** if it is proved that the item purchased by **you** is not rightfully **yours** and you are required, by law, to return it to its rightful owner.

**We** will not pay:

- more than £100,000 in total;
- if **you** did not purchase the item during the **period of insurance** it has been insured by **us**;
- if **you** do not notify **us** within the **period of insurance**;
- if the item was inherited or given to **you** as a gift;
- if **you** did not make enquiries regarding the item's provenance before **you** purchased it.

**Fatal Injury**

**We** will pay the following amounts for fatal injury to **you**, happening at the **home**, caused by outward and visible violence by burglars or by fire:

- £50,000 if such injury results in **your** death within 12 months of the incident; and/or
- up to £50,000 where injury is sustained following the above events which necessitates alterations to the **buildings** to enable **your** continued occupation.

The maximum **we** will pay for any one incident is £100,000; if **you** claim under both section 1 and section 2 the most **we** will pay for any one incident is £100,000. **We** will not pay for injury to or death of any **domestic employee**.

**Fine Art and Antiques Market Appreciation**

If **you** have had a valuation within the last 36 months for a specified item of **fine art and antiques** **we** will pay as follows:

- I. In the event of total loss if the market value of the specified item immediately before the loss exceeds the amount specified for that item **we** will pay the market value
- II. In the event of a partial loss **we** will pay the lesser of:
  - a. The cost of repairing the item to its condition immediately before the loss; or
  - b. The amount shown on the **schedule** for that item

However, if the market value of the specified item exceeds the amount specified for that item **we** will pay the market value.

The most **we** will pay under this extension is 150% of the specified **sum insured**.

**Freezer Contents**

**We** will pay for loss or damage to freezer contents whilst at the **home**, including damage caused by a rise or fall in temperature.

Your excess does not apply to this extension.

**We** will not pay for damage due to any rise or fall in temperature caused by the deliberate act of any power supply authority, or the withholding or restricting of power by such authority.

## Section 2 Extensions (continued)

### Gifts and Presents

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**We** will pay for wedding, birthday, anniversary and religious festival gifts purchased by **you** but not yet given to third parties and similar items purchased for **you** and kept in the **home**.

This extension only applies to loss or damage occurring no more than 45 days before or after the wedding, birthday, anniversary or religious festival.

We will pay up to £1,000 for any single item and £10,000 for any one claim.

### Guests' Personal Effects

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**We** will pay for loss or damage to **your** guests' **contents** (excluding paying guests) caused by loss or damage covered section 2, **Contents** whilst within the **home**, up to a maximum of £5,000 for any one claim.

**We** will not pay for **money, credit cards and jewellery and watches** belonging to **your** guests'.

### Hire of Replacement Golf Clubs Overseas

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Following loss or damage to **your** golf clubs, or any that **you** have hired or borrowed, whilst outside of the **United Kingdom, we** will pay up to £25 per day, subject to a maximum of £250, for the necessary hire of replacement clubs. An invoice for the cost of hire must be submitted to **us** in the event of a claim.

### Hole in One

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In the event of a Hole in One being achieved by **you** in an official golf club competition **we** will pay up to £500 for any one competition and up to a maximum of £1,500 in any one **period of insurance**. **Your** scorecard and certification from **your** club or match secretary must be submitted to **us** in the event of a claim.

### Loss of Oil, Metered Water or LPG

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**We** will pay up to £10,000 for the cost of additional metered water charges or the cost of oil lost from fixed domestic water or heating installations at **your home** caused by **accidental damage** to **your** fixed domestic water or heating installation during the **period of insurance**. **We** will pay up to £5,000 for the cost of liquid petroleum gas (LPG) lost.

### Loss of Solar or Wind Generated Electricity Cover

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Following an insured loss at property which damages the professionally and permanently installed solar panels or wind turbines fitted at your **home, we** will pay up to £5,000 in any one **period of insurance** for the cost of **you** purchasing electricity and pay the cost of lost revenue to **you** from exporting solar or wind generated electricity back to the grid from **your** electricity provider, which would have been generated by these solar panels or wind turbines.

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

- while the solar panels or wind turbines are being installed, moved or serviced;
- while the **home** is lent, let or sublet.

## Section 2 Extensions (continued)

**Memorial Stones**

**We** will pay up to £5,000 in any one **period of insurance** in respect of malicious damage or theft of the memorial stone commemoration of **your** parents, grandparents, spouse, domestic partner or children, subject to:

- the Memorial stone being in a good state of repair prior to the loss or damage;
- the Memorial stone being located in the **United Kingdom**.

**Residential Care and Halls of Residence**

**We** will pay up to £15,000 in any one **period of insurance** for loss or damage to **contents** belonging to **your** parent(s) or grandparents whilst permanently residing in any nursing or residential care home.

**We** will pay up to £15,000 for any one claim for loss of or damage to possessions of student members of **your household** whilst away from the **home** and attending school, university or college.

We will not pay for:

- for loss or damage to pedal cycles;
- more than £2,500 for any other single item
- theft or attempted theft of **contents** unless entry to or exit from the property or room where the loss occurred is forcible and/or violent means.

**Outdoor items**

Loss or damage to **outdoor items** within the boundaries of **your home**. **We** will pay up to £2,500 for any one tree, shrub or plant up to a maximum of 10% of the **contents sum insured** shown on **your schedule** for any one event.

**We** will not pay for loss or damage caused by:

- death by natural causes (e.g. disease) or neglect to trees, shrubs, plants and lawns;
- frost damage;
- pressure of snow

**Permanent Storage**

Loss or damage to **contents** and **fine art and antiques** permanently kept in a commercial storage facility during the **period of insurance**.

**We** will not pay for more than 25% of **your contents** and **fine art and antiques sum insured**.

We will not pay for:

- accidental loss;
- accidental damage;
- theft or attempted theft unless entry to or exit from the property where the loss occurred is by forcible and violent means.

**Personal Electronic Data**

**We** will pay the cost involved in retrieving **your** personal electronic data as a result of loss or damage covered under this Section up to £10,000 any one claim.

## Section 2 Extensions (continued)

### Replacement Locks

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The costs incurred with **our** prior written consent for replacing locks to external doors, alarms and safes at the **home** following loss of or theft of **your** keys.

Your excess does not apply to this extension.

### Reward

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**We** will pay a reward up to £5,000 to anyone who gives information that leads to the arrest and conviction of anyone who committed an illegal act which resulted in a claim under this insurance.

**We** will not pay any reward where **you** or the Police would benefit from such payment. If **you** claim under both section 1 and section 2 the most **we** will pay for any one incident is £5,000.

### Vaulted Items

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Where included on **your schedule**, **we** will pay for loss or damage to **Fine art and antiques**, collectibles or **Jewellery and Watches** whilst in a bank vault or safety deposit facility during a temporary period of removal of up to 30 days during any one **period of insurance**.

The maximum amount **we** will pay for items removed from a bank or safety deposit facility is limited to £100,000.

# Section 3 | Your Liabilities

## Section 3 Cover

### The Cover

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We will pay up to the **sum insured** shown on **your** policy **schedule** for **your** legal liability in the areas below, subject to **you** being insured for Sections 1 and 2 and the cover showing as operative on **your schedule**.

### Part A – Your liability to others as a property owner

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We will pay for:

- Any amounts agreed between **you** and **us** in writing which **you** become legally liable to pay to others, but only as a result of **you** being the owner of the **buildings**, for **accidental damage** to property or death or **bodily injury** to any person.
- Any amounts agreed between **you** and **us** in writing which **you** become legally liable to pay to others for **accidental damage** to property or death or **bodily injury** to any person under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 and any amending legislation, where **you** were the owner of a **home you** were occupying at the time of its disposal.
- Solicitors' fees for:
  - Representation at any coroner's inquest or fatal accident enquiry.
  - Defence in any court of summary jurisdiction arising out of any possible claim.

Up to a maximum amount of £5,000,000 (including costs) for any one claim or series of claims arising from one event or one source or original cause.

Any liability relating to or arising from:

- arising directly or indirectly from **your** job, business, trade or profession;
- arising out of any contract, except to the extent that the liability would have arisen in the absence of the contract;
- for damage to property owned by **you** or a member of **your household**;
- For death or **bodily injury** to any person employed by **you** or under a contract of service with **you**
- For death or **bodily injury** to **you**
- For the cost of putting right any defects in the **buildings**;
- arising for fines, penalties or **liquidated damages** or **aggravated, punitive or exemplary damages** or any damages resulting from **multiplying compensatory damages**.

### Part B - Your liability to others as an occupier or in your personal capacity

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We will pay for:

- Any amounts agreed between you and us in writing which you become legally liable to pay to others:
  - as occupier but not as owner of the buildings for accidental damage to property or death or bodily injury;
  - in your personal capacity for accidental damage to property or death or bodily injury.
- Solicitors' fees for:
  - Representation at any coroner's inquest or fatal accident enquiry.
  - Defence in any court of summary jurisdiction arising out of any possible claim.

Up to a maximum amount of £5,000,000 (including costs) for any one claim or series of claims arising from one event or one source or original cause.

## Section 3 Cover (continued)

**We will not pay for any liability arising:**

- for death or **bodily injury** to any person employed by **you** or under a contract of service with **you**;
- for loss of or damage to property, which is owned by **you** or is in **your** care or belongs to or is in the care of any person employed by **you** or under a contract of service with **you**;
- arising out of:
  - any transmission of any communicable disease or virus;
  - **your** job, business, trade or profession either directly or indirectly;
  - any contract, except to the extent that the liability would have arisen in the absence of the contract;- ownership, occupation, possession or use of any land other than the **buildings**.
  - arising from the ownership, possession or use of any aircraft, ship, boat (other than craft solely propelled by hand or foot, sailboards or surfboards), e-scooters or similar being used in a place or manner prohibited by law, non-motorised horse box while being used on a public road or any motorised land vehicle other than;
  - domestic gardening equipment used within the grounds of **your home**;
  - quad bikes and motorcycles with an engine capacity under 50cc used within the grounds of **your home**;
  - golf buggies;
  - a vehicle for use by a disabled person that does not require registration for the road;
  - models and toys including battery operated and/or pedestrian remote controlled devices but not drones or unmanned aerial vehicles;
- to any other member of **your household**;
- arising from the escape of animals from land on which they are usually kept other than the **home**;
- arising out of the ownership, custody or control of a dog of a type specified in the Dangerous Dogs Acts 1991 and the Dogs (Amendment) Act (Northern Ireland) 2011 and any amending legislation;
- arising outside of the **United Kingdom** in any country where **you** own residential property other than when **you** are away for a trip (a return journey that takes place during the **period of insurance**) which will last for no longer than 60 days;
- arising directly or indirectly as a result of **you** occupying any property or land which **you** own, other than **your home**;
- arising for fines, penalties or liquidated damages, or **aggravated, punitive or exemplary damages** or any damages resulting from **multiplying compensatory damages**.

**Part C - Your liability to domestic employees****We will pay for:**

- any amounts which **you** become legally liable to pay to domestic staff arising out of accidental death or **bodily injury** caused to them as a result of the work they are employed to do, anywhere within the United Kingdom, Channel Islands or Isle of Man, or while travelling with **you** on temporary visits overseas.

Up to a maximum amount of £10,000,000 (including costs) for any one claim or series of claims arising from one event or one source or original cause.

**We will not pay for any liability arising:**

- from the use of any hand, foot or motor propelled vehicle;
- from **your** job, business, trade or profession either directly or indirectly;
- from the transmission of any communicable disease or virus by **you**;
- for fines, penalties or **liquidated damages** or **aggravated, punitive or exemplary damages** or any damages resulting from **multiplying compensatory damages**.

## Section 3 Cover (continued)

**Part D - Irrecoverable judgements****We will pay for:**

- Any amounts **you** are owed, if within three months of a final judgment of a court of the United Kingdom, Channel Islands or Isle of Man, **you** have not received the full amount of damages (including taxed costs) awarded to **you** arising from **your** claim for death, **bodily injury** or damage to **your** property as long as;
  - no further appeal is possible or pending;
  - **you** would have been covered under section 3 of the policy if **your** position and that of the person **you** are claiming damages against had been reversed;
  - **you** allow **us** to take action in **your** name to recover such payment and repay to **us** any amounts that are subsequently paid directly to **you**.

Up to a maximum amount of £5,000,000 (including costs) for any one claim or series of claims arising from one event or one source or original cause.

**We will not pay for any liability arising:**

- from or caused by riot, civil commotion, industrial disputes, industrial or political disturbances or vandalism;
- when the **home** has become **unoccupied**;
- out of any agreement (including a lease) except to the extent that the liability would have arisen in the absence of the agreement;
- from any loss or damage insured under Section 1 – **Buildings**.

**Part E – Your liability as a tenant or licensee****We will pay for:**

- Any amounts which **you** become legally liable to pay to the owner of the **buildings** as tenant or licensee directly caused by any of the events insured in Section 2 – **Contents**, excluding those covers that are provided under Additional Covers.

Up to a maximum amount of 20% of the **Contents sum insured** for any one claim or series of claims arising from one event or one source or original cause.

**We will not pay for any liability arising:**

- from or caused by riot, civil commotion, industrial disputes, industrial or political disturbances or vandalism;
- when the **home** has become **unoccupied**;
- out of any agreement (including a lease) except to the extent that the liability would have arisen in the absence of the agreement;
- from any loss or damage insured under Section 1 – **Buildings**.

# Section 4 | Property Emergency Solutions

The cover under this section is provided by ARAG plc on behalf of the insurer ARAG Legal Expenses Insurance Company Limited.

This section of the policy has four parts:

- Please refer to Part A for emergencies arising within **your** main residence.
- Please refer to Part B for emergencies arising within **your** second home.
- Please refer to Part C for emergencies arising within **your** holiday home.
- Please refer to Part D for emergencies arising within **your** residential let property.

Part B, Part C and Part D are optional and will only apply if shown as operative in **your** policy **schedule**.

## Making a Claim

(applicable to Part A, Part B, Part C and Part D).

**We** record and monitor calls for training purposes, to improve the quality of **our** service, to help **us** deal with queries or complaints from **you** and to prevent and detect fraud and financial crime.

In the event of an emergency please call the appropriate number below:

- **Part A:** Main residence claims: 0330 303 1389
- **Part B:** Second home claims: 0330 303 1394
- **Part C:** Holiday home claims: 0330 303 1395
- **Part D:** Residential let property claims: 0330 303 1396

The telephone lines are open 24 hours a day, 365 days a year.

Please call as soon as possible, providing **us** with **your** name, address, postcode, and the nature of the problem.

**We** will record **your** details and then decide on the best course of action to limit **your** loss and/or repair the damage. If the incident relates to an emergency covered under this section of the policy, **we** will instruct a member of **our** emergency contractor network in respect of that claim only. **We** shall have no liability for any other work carried out by the **contractor**. Poor weather conditions or remote locations may affect normal standards of service.

If the property is powered by a biomass boiler, anaerobic digester system, air source heat pump or ground source heat pump, **we** will check **your** details and agree for **you** to choose a suitable expert to help. **You** will have to pay the **contractor** and send **your** receipt to **us**, and **we** will reimburse **your** claim. This does not apply to claims under Part C | Holiday Home Emergency Solutions.

If **you** are claiming alternative accommodation costs, **you** must obtain **our** authority to incur costs before arranging and booking. Accommodation expenses must be settled at check out, after which **you** should send **us** the receipt for reimbursement.

It is important **you** notify **us** as soon as possible of any claim, and do not call out **your** own **contractors** unless **we** have agreed as **we** will not pay their costs and it could stop **your** claim being covered.

**You** must report any major emergency which could result in serious damage to the **home** or injury, to the Emergency Services or the company that supplies the service.

**Your** call will be answered as soon as possible.

# Part A | Home Emergency Solutions for your Main Residence

## Part A Definitions

Where the following words appear in bold print in Part A they have the following meanings.

Beyond economic repair	<b>Your central heating boiler</b> will be considered <b>beyond economic repair</b> when the estimated cost of <b>contractor's</b> labour and replacement parts required to permanently repair it exceed its depreciation value which is calculated according to its age.
Central heating boiler	A boiler located in <b>your home</b> (or connecting garage).
Contractor	<ul style="list-style-type: none"> <li>The <b>contractor</b> or tradesperson chosen by <b>us</b> to respond to <b>your home emergency</b>.</li> <li>Where <b>your home</b> is powered by a biomass boiler, anaerobic digester system, air source heat pump or ground source heat pump, a suitably qualified expert chosen by <b>you</b> with <b>our</b> agreement to respond to <b>your home emergency</b>.</li> </ul>
Emergency costs	<ul style="list-style-type: none"> <li><b>Contractor's</b> reasonable and properly charged labour costs, parts and materials provided that where <b>your home</b> is powered by a biomass boiler, anaerobic digester system, air source heat pump or ground source heat pump, <b>you</b> must pay the <b>contractor</b> and send the receipt to <b>us</b> for the <b>insurer</b> to reimburse <b>you</b>.</li> <li>Where necessary, alternative accommodation costs incurred under insured event 8.</li> </ul> <p>The maximum payable by the <b>insurer</b> is £1,500 for all claims related by time or original cause.</p>
Home	<b>Your</b> principal private dwelling used for domestic purposes only and situated within the United Kingdom, Channel Islands and the Isle of Man.
Home emergency	A sudden unexpected event which clearly requires immediate action in order to: <ul style="list-style-type: none"> <li>prevent damage or avoid further damage to the <b>home</b>, and/or</li> <li>render the <b>home</b> safe or secure, and/or</li> <li>restore the main services to the <b>home</b>, and/or</li> <li>alleviate any health risk to <b>you</b>.</li> </ul>
Insurer	ARAG Legal Expenses Insurance Company Limited.
Vermin	Brown or black rats, house or field mice, and wasps' or hornets' nests.
We / Us / Our	ARAG plc (or appointed agents on its behalf) who is authorised under a binding authority agreement to administer this insurance on behalf of the <b>insurer</b> .
You / Your	The person to whom this policy has been issued and anyone living in the <b>home</b> .

## Part A | Home Emergency Solutions for your Main Residence (continued)

## Your Cover

Following an insured event which results in a **home emergency** the **insurer** will pay **emergency costs** up to £1,500 for all claims related by time or original cause, provided that all of the following requirements are met:

- The claim is reported to **us**
  - during the **period of insurance** and
  - as soon as possible after **you** first become aware of a **home emergency**.
- **You** always agree to use the **contractor** chosen by **us**.

Where **we** have accepted a claim under insured event 1. Main Heating System and **your central heating boiler** is found to be **beyond economic repair**; the **insurer** will pay a contribution of £250 towards the cost of a replacement boiler. (This payment is in addition to **emergency costs** incurred.)

## Insured Events Covered

### Main Heating System

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The total failure or complete breakdown, whether or not caused by accidental damage, of the main heating system (including a **central heating boiler**, all radiators, hot water pipes and water storage tanks) in **your home**.

### Plumbing and Drainage

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The sudden damage to, or blockage or breakage or flooding of, the drains or plumbing system including water storage tanks, taps and pipe-work located within **your home**, which results in a **home emergency**.

### Home Security

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Damage to (whether or not accidental) or the failure of external doors, windows or locks; which compromises the security of **your home**.

### Toilet Unit

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Breakage or mechanical failure of the toilet bowl or cistern resulting in the loss of function provided that there is no other toilet in **your home**.

### Domestic Power Supply

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The failure, whether or not caused accidentally, of **your home's** domestic electricity or gas supply.

### Lost Keys

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The loss or theft of the only available keys, if **you** cannot replace them to gain access to **your home**.

### Vermin Infestation

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**Vermin** causing damage inside **your home** or a health risk to **you**.

## Part A | Home Emergency Solutions for your Main Residence (continued)

**Alternative Accommodation Costs**

**Your** overnight accommodation costs including transport to such accommodation following a **home emergency** which makes **your home** unsafe, unsecure or uncomfortable to stay in overnight.

**Roof Damage**

Damage to the roof of **your home** where internal damage has been or is likely to be caused.

## What Is Not Covered By Part A

These exclusions apply in addition to the general exclusions. **You** are not covered for any claim arising from or relating to:

- **emergency costs** which have been incurred before **we** accept a claim
- an insured event which happens within the first 48 hours of cover if **you** purchase this part of the policy at a different date from any other related insurance policy
- **emergency costs** where there is no one at **home** when the **contractor** arrives
- any matter occurring prior to, or existing at the start of this policy, and which **you** believed or ought reasonably to have believed could give rise to a claim under this part of the policy
- any wilful or negligent act or omission or any third-party interference or faulty workmanship which does not comply with recognised industry standards or manufacturer's instructions
- LPG fuelled, oil fired, warm air and solar heating systems or boilers with an output over 60Kw/hr
- the cost of making permanent repairs including any redecoration or making good the fabric of **your home**
- once the **home emergency** situation has been resolved
- arising from damage caused:
  - in the course of the repair or
  - in the course of investigation of the cause of the insured event or
  - in gaining access to **your home**
- the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply
- the replacement of parts that suffer damage or the gradual process of wear and tear over time (such as dripping taps, washers or discs forming part of a tank, pipe or tap)
- **your garage** (except a **central heating boiler** located in a connecting garage) outbuildings, boundary walls, fences, hedges, cesspit, fuel tank or septic tank
- **your home** being left unoccupied for more than 30 days consecutively
- goods or materials covered by a manufacturer's, supplier's or installer's warranty
- the failure of equipment or facilities which have not been installed, maintained or serviced in accordance with legal regulations or manufacturer's instructions, or which is caused by a design fault which makes them inadequate or unfit for use
- a claim covered by another policy, or any claim that would have been covered by any other policy if this part of the policy did not exist
- subsidence, landslip or heave
- a property that is not **your** main residence or that **you** rent or let
- blockage of supply or waste pipes to the **home** due to freezing weather conditions
- pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed
- a dispute where providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

## Part A | Home Emergency Solutions for your Main Residence (continued)

## Part A Conditions

Failure to keep any of these conditions may lead the **insurer** to cancel this part of the policy or refuse to pay a claim.

### Your Responsibilities

**You** must:

- observe and keep to the terms of the policy
- not do anything that hinders **us** or the **contractor**
- tell **us** as soon as possible after first becoming aware of any **home emergency**
- tell **us** as soon as possible of anything that may materially alter **our** assessment of the claim
- cooperate fully with the **contractor** and **us**
- provide **us** with everything **we** need to help **us** handle the claim
- take reasonable steps to recover **emergency costs** that the **insurer** pays and pay to the **insurer** all costs that are recovered should these be paid to **you**
- minimise any **emergency costs** and try to prevent anything happening that may cause a claim
- allow the **insurer** at any time to take over and conduct in **your** name any claim, proceedings or investigation.

### Our Consent

**We** must give **you our** consent to incur **emergency costs**. The **insurer** does not accept liability for **emergency costs** incurred without **our** consent.

### Settlement

**You** must not settle the contractor's invoice or agree to pay **emergency costs** that you wish to claim for under this part of the policy without **our** agreement.

### Call Out and Labour Costs

When settling contractor's call out charge and labour costs, unless stated otherwise on the contractor's invoice **we** will determine that the call out charge covers the cost of the **contractor** attending **your home** and disallows any time spent diagnosing the fault which has caused the insured event. Any inspection time that is required to trace, access or identify the cause of the insured event will be settled on the basis that the time is charged as labour costs.

### Disputes

If any dispute between **you** and **us** arises from this part of the policy, **you** can make a complaint to **us** as described under the **how to make a complaint** section and **we** will try to resolve the matter. If **we** are unable to satisfy **your** concerns **you** can ask the Financial Ombudsman Service to arbitrate over the complaint.

### Fraudulent Claims

If **you** make any claim which is fraudulent or false, this part of the policy may become invalid and all benefit under it may be lost.

### Jurisdiction

This part of the policy will be governed by English Law.

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

A person who is not party to this contract has no right to enforce the terms and conditions of this part of the policy under the Contracts (Rights of Third Parties) Act 1999.

# Part B | Home Emergency Solutions for Second Homes

This part of the policy is optional and will only apply if shown as operative in your policy schedule.

## Part B Definitions

Where the following words appear in bold print in Part B they have the following meanings.

Beyond economic repair	<b>Your central heating boiler</b> will be considered <b>beyond economic repair</b> when the estimated cost of <b>contractor's</b> labour and replacement parts required to permanently repair it exceed its depreciation value which is calculated according to its age.
Central heating boiler	A boiler located in <b>your second home</b> (or connecting garage).
Contractor	<ul style="list-style-type: none"> <li>The <b>contractor</b> or tradesperson chosen by <b>us</b> to respond to your home emergency.</li> <li>Where <b>your second home</b> is powered by a biomass boiler, anaerobic digester system, air source heat pump or ground source heat pump, a suitably qualified expert chosen by <b>you</b> with <b>our</b> agreement to respond to your second home emergency.</li> </ul>
Emergency costs	<ul style="list-style-type: none"> <li><b>Contractor's</b> reasonable and properly charged labour costs, parts and materials provided that where <b>your second home</b> is powered by a biomass boiler, anaerobic digester system, air source heat pump or ground source heat pump, <b>you</b> must pay the <b>contractor</b> and send the receipt to <b>us</b> for the <b>insurer</b> to reimburse <b>you</b>.</li> <li>Where necessary, alternative accommodation costs incurred under insured event 8.</li> </ul> <p>The maximum payable by the <b>insurer</b> is £1,500 for all claims related by time or original cause.</p>
Second Home	A property <b>you</b> own or occupy in addition to <b>your</b> main home, used solely for domestic purposes and situated within the United Kingdom, Channel Islands and the Isle of Man.
Second home emergency event	A sudden, unexpected event occurring at <b>your second home</b> which clearly requires immediate action in order to: <ul style="list-style-type: none"> <li>prevent damage or avoid further damage to the <b>second home</b>, and/or</li> <li>render the <b>second home</b> safe or secure, and/or</li> <li>restore the main services to the <b>second home</b>, and/or</li> <li>alleviate any health risk to <b>you</b>.</li> </ul>
Insurer	ARAG Legal Expenses Insurance Company Limited.
Vermin	Brown or black rats, house or field mice, and wasps' or hornets' nests.
We / Us / Our	ARAG plc (or appointed agents on its behalf) who is authorised under a binding authority agreement to administer this insurance on behalf of the <b>insurer</b> .
You / Your	The person to whom this policy has been issued and anyone living in the <b>second home</b> .

## Part B | Home Emergency Solutions for Second Homes (continued)

## Your Cover

Following an insured event which results in a **second home emergency event** the **insurer** will pay **emergency costs** up to £1,500 for all claims related by time or original cause, provided that all of the following requirements are met:

- The claim is reported to **us**
  - during the **period of insurance** and
  - as soon as possible after **you** first become aware of a **second home emergency event**.
- **You** always agree to use the **contractor** chosen by **us**.

Where **we** have accepted a claim under insured event 1. Main Heating System and **your central heating boiler** is found to be **beyond economic repair**; the **insurer** will pay a contribution of £250 towards the cost of a replacement boiler. (This payment is in addition to **emergency costs** incurred.)

## Insured Events Covered

### Main Heating System

---

The total failure or complete breakdown, whether or not caused by accidental damage, of the main heating system (including a **central heating boiler**, all radiators, hot water pipes and water storage tanks) in **your second home**.

### Plumbing and Drainage

---

The sudden damage to, or blockage or breakage or flooding of, the drains or plumbing system including water storage tanks, taps and pipe-work located within your home, which results in a **second home emergency event**.

### Security

---

Damage to (whether or not accidental) or the failure of external doors, windows or locks; which compromises the security of **your second home**.

### Toilet Unit

---

Breakage or mechanical failure of the toilet bowl or cistern resulting in the loss of function provided that there is no other toilet in **your second home**.

### Domestic Power Supply

---

The failure, whether or not caused accidentally, of **your second home's** domestic electricity or gas supply.

### Lost Keys

---

The loss or theft of the only available keys, if **you** cannot replace them to gain access to **your second home**.

### Vermin Infestation

---

**Vermin** causing damage inside **your second home** or a health risk to **you**.

## Part B | Home Emergency Solutions for Second Homes (continued)

**Alternative Accommodation Costs**

**You** overnight accommodation costs including transport to such accommodation following a **second home emergency event** which makes **your second home** unsafe, unsecure or uncomfortable to stay in overnight.

**Roof Damage**

Damage to the roof of **your second home** where internal damage has been or is likely to be caused.

## What Is Not Covered By Part B

These exclusions apply in addition to the general exclusions. **You** are not covered for any claim arising from or relating to:

- **emergency costs** which have been incurred before **we** accept a claim
- an insured event which happens within the first 48 hours of cover if **you** purchase this part of the policy at a different date from any other related insurance policy
- **emergency costs** where there is no one at the **second home** when the **contractor** arrives
- any matter occurring prior to, or existing at the start of this policy, and which **you** believed or ought reasonably to have believed could give rise to a claim under this part of the policy
- any wilful or negligent act or omission or any third-party interference or faulty workmanship which does not comply with recognised industry standards or manufacturer's instructions
- LPG fuelled, oil fired, warm air and solar heating systems or boilers with an output over 60Kw/hr
- the cost of making permanent repairs including any redecoration or making good the fabric of **your second home**
  - once the **second home emergency event** situation has been resolved
  - arising from damage caused:
    - I. in the course of the repair or
    - II. in the course of investigation of the cause of the insured event or
    - III. in gaining access to **your second home**
- the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply
- the replacement of parts that suffer damage or the gradual process of wear and tear over time (such as dripping taps, washers or discs forming part of a tank, pipe or tap)
- **your garage** (except a **central heating boiler** located in a connecting garage) outbuildings, boundary walls, fences, hedges, cesspit, fuel tank or septic tank
- **your second home** being left unoccupied for more than 30 days consecutively
- goods or materials covered by a manufacturer's, supplier's or installer's warranty
- the failure of equipment or facilities which have not been installed, maintained or serviced in accordance with legal regulations or manufacturer's instructions, or which is caused by a design fault which makes them inadequate or unfit for use
- a claim covered by another policy, or any claim that would have been covered by any other policy if this part of the policy did not exist
- subsidence, landslip or heave
- a property that is rented out, let to others, or used as a holiday home
- blockage of supply or waste pipes to the **second home** due to freezing weather conditions
- pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed
- a dispute where providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

## Part B | Home Emergency Solutions for Second Homes (continued)

## Part B Conditions

Failure to keep any of these conditions may lead the **insurer** to cancel this part of the policy or refuse to pay a claim.

### Your Responsibilities

**You** must:

- observe and keep to the terms of the policy
- not do anything that hinders **us** or the **contractor**
- tell **us** as soon as possible after first becoming aware of any **second home emergency event**
- tell **us** as soon as possible of anything that may materially alter **our** assessment of the claim
- cooperate fully with the **contractor** and **us**
- provide **us** with everything **we** need to help **us** handle the claim
- take reasonable steps to recover **emergency costs** that the **insurer** pays and pay to the **insurer** all costs that are recovered should these be paid to **you**
- minimise any **emergency costs** and try to prevent anything happening that may cause a claim
- allow the **insurer** at any time to take over and conduct in **your** name any claim, proceedings or investigation.

### Our Consent

**We** must give **you our** consent to incur **emergency costs**. The **insurer** does not accept liability for **emergency costs** incurred without **our** consent.

### Settlement

**You** must not settle the **contractor's** invoice or agree to pay **emergency costs** that you wish to claim for under this part of the policy without **our** agreement.

### Call Out and Labour Costs

When settling **contractor's** call out charge and labour costs, unless stated otherwise on the **contractor's** invoice **we** will determine that the call out charge covers the cost of the **contractor** attending **your second home** and disallows any time spent diagnosing the fault which has caused the insured event. Any inspection time that is required to trace, access or identify the cause of the insured event will be settled on the basis that the time is charged as labour costs.

### Disputes

If any dispute between **you** and **us** arises from this part of the policy, **you** can make a complaint to **us** as described under the **how to make a complaint** section and **we** will try to resolve the matter. If **we** are unable to satisfy **your** concerns **you** can ask the Financial Ombudsman Service to arbitrate over the complaint.

### Fraudulent Claims

If **you** make any claim which is fraudulent or false, this part of the policy may become invalid and all benefit under it may be lost.

### Jurisdiction

This part of the policy will be governed by English Law.

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

A person who is not party to this contract has no right to enforce the terms and conditions of this part of the policy under the Contracts (Rights of Third Parties) Act 1999.

# Part C | Holiday Home Emergency Solutions

This part of the policy is optional and will only apply if shown as operative in your policy schedule.

## Part C Definitions

Where the following words appear in bold print in Part C they have the following meanings.

Central heating boiler	A boiler located in <b>your holiday home</b> (or connecting garage).
Contractor	The <b>contractor</b> or tradesperson chosen by <b>us</b> to respond to <b>your holiday home emergency</b> .
Emergency costs	<ul style="list-style-type: none"> <li>• <b>Contractor's</b> reasonable and properly charged labour costs and parts and materials.</li> <li>• Where necessary, alternative accommodation costs incurred under insured event 8.</li> </ul> <p>The maximum payable by the <b>insurer</b> is £1,500 for all claims related by time or original cause.</p>
Holiday Home	<b>Your</b> holiday home, park home or caravan situated within the United Kingdom, Channel Islands and the Isle of Man.
Holiday home emergency	<p>A sudden, unexpected event occurring at your second home which clearly requires immediate action in order to:</p> <ul style="list-style-type: none"> <li>• prevent damage or avoid further damage to the <b>holiday home</b>, and/or</li> <li>• render the <b>holiday home</b> safe or secure, and/or</li> <li>• restore the main services to the <b>holiday home</b>, and/or</li> <li>• alleviate any health risk to <b>you</b> or anyone staying in the <b>holiday home</b> with <b>your</b> permission.</li> </ul>
Insurer	ARAG Legal Expenses Insurance Company Limited.
Vermin	Brown or black rats, house or field mice, and wasps' or hornets' nests.
We / Us / Our	ARAG plc (or appointed agents on its behalf) who is authorised under a binding authority agreement to administer this insurance on behalf of the <b>insurer</b> .
You / Your	The person to whom this policy has been issued and anyone living in the second home.

## Part C | Holiday Home Emergency Solutions (continued)

## Your Cover

Following an insured event which results in a **holiday home emergency** the **insurer** will pay **emergency costs** up to £1,500 for all claims related by time or original cause, provided that all of the following requirements are met:

- The claim is reported to **us**
  - during the **period of insurance** and
  - as soon as possible after **you** first become aware of a second **home emergency** event.
- **You** always agree to use the **contractor** chosen by **us**.

## Insured Events Covered

### Main Heating System

---

The total failure or complete breakdown, whether or not caused by accidental damage, of the main heating system (including a **central heating boiler**, all radiators, hot water pipes and water storage tanks) in **your holiday home**.

### Plumbing and Drainage

---

The sudden damage to, or blockage or breakage or flooding of, the drains or plumbing system including water storage tanks, taps and pipe-work located within **your holiday home**, which results in a **holiday home emergency**.

### Holiday Home Security

---

Damage to (whether or not accidental) or the failure of external doors, windows or locks; which compromises the security of **your holiday home**.

### Toilet Unit

---

Breakage or mechanical failure of the toilet bowl or cistern resulting in the loss of function provided that there is no other toilet in **your holiday home**.

### Domestic Power Supply

---

The failure, whether or not caused accidentally, of **your holiday home's** domestic electricity or gas supply.

### Lost Keys

---

The loss or theft of the only available keys, if **you** cannot replace them to gain access to **your holiday home**.

### Vermin Infestation

---

**Vermin** causing damage inside **your holiday home** or a health risk to **you** or anyone staying in the **holiday home** as a paying guest.

## Part C | Holiday Home Emergency Solutions (continued)

**Alternative Accommodation Costs**

**You** overnight accommodation costs including transport to such accommodation following a **holiday home emergency** which makes the **holiday home** unsafe, unsecure or uncomfortable to stay in overnight. Cover is extended to anyone staying in the **holiday home** with **your** permission provided that **you** do not have suitable vacant accommodation for them to stay in.

## What Is Not Covered By Part C

These exclusions apply in addition to the general exclusions. **You** are not covered for any claim arising from or relating to:

- **emergency costs** which have been incurred before **we** accept a claim
- an insured event which happens within the first 48 hours of cover if **you** purchase this part of the policy at a different date from any other related insurance policy
- **emergency costs** where there is no one at the **holiday home** when the **contractor** arrives
- any matter occurring prior to, or existing at the start of this policy, and which **you** believed or ought reasonably to have believed could give rise to a claim under this part of the policy
- any wilful or negligent act or omission or any third-party interference or faulty workmanship which does not comply with recognised industry standards or manufacturer's instructions
- oil fired, warm air and solar heating systems or boilers with an output over 60Kw/hr
- the cost of making permanent repairs including any redecoration or making good the fabric of **your holiday home**
  - once the **holiday home emergency** situation has been resolved
  - arising from damage caused:
    - I. in the course of the repair or
    - II. in the course of investigation of the cause of the insured event or
    - III. in gaining access to **your holiday home**
- the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply
- the replacement of parts that suffer damage or the gradual process of wear and tear over time (such as dripping taps, washers or discs forming part of a tank, pipe or tap)
- **your garage** (except a **central heating boiler** located in a connecting garage) outbuildings, boundary walls, fences, hedges, cesspit, fuel tank or septic tank
- **your holiday home** being left unoccupied for more than 60 days consecutively immediately prior to the occurrence of an insured event
- goods or materials covered by a manufacturer's, supplier's or installer's warranty
- the failure of equipment or facilities which have not been installed, maintained or serviced in accordance with legal regulations or manufacturer's instructions, or which is caused by a design fault which makes them inadequate or unfit for use
- a claim covered by another policy, or any claim that would have been covered by any other policy if this part of the policy did not exist
- subsidence, landslip or heave
- loss of power due to full or jammed energy supply meters
- blockage of supply or waste pipes to **your holiday home** due to freezing weather conditions
- pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed
- a dispute where providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

## Part C | Holiday Home Emergency Solutions (continued)

## Part C Conditions

Failure to keep any of these conditions may lead the **insurer** to cancel this part of the policy or refuse to pay a claim.

### Your Responsibilities

**You** must:

- observe and keep to the terms of the policy
- not do anything that hinders **us** or the **contractor**
- tell **us** as soon as possible after first becoming aware of any **holiday home emergency**
- tell **us** as soon as possible of anything that may materially alter **our** assessment of the claim
- cooperate fully with the **contractor** and **us**
- provide **us** with everything **we** need to help **us** handle the claim
- take reasonable steps to recover **emergency costs** that the **insurer** pays and pay to the **insurer** all costs that are recovered should these be paid to **you**
- minimise any **emergency costs** and try to prevent anything happening that may cause a claim
- allow the **insurer** at any time to take over and conduct in **your** name any claim, proceedings or investigation.

### Our Consent

**We** must give **you our** consent to incur **emergency costs**. The **insurer** does not accept liability for **emergency costs** incurred without **our** consent.

### Settlement

**You** must not settle the **contractor's** invoice or agree to pay **emergency costs** that you wish to claim for under this part of the policy without **our** agreement.

### Call Out and Labour Costs

When settling **contractor's** call out charge and labour costs, unless stated otherwise on the **contractor's** invoice **we** will determine that the call out charge covers the cost of the **contractor** attending **your holiday home** and disallows any time spent diagnosing the fault which has caused the insured event. Any inspection time that is required to trace, access or identify the cause of the insured event will be settled on the basis that the time is charged as labour costs.

### Disputes

If any dispute between **you** and **us** arises from this part of the policy, **you** can make a complaint to **us** as described under the **how to make a complaint** section and **we** will try to resolve the matter. If **we** are unable to satisfy **your** concerns **you** can ask the Financial Ombudsman Service to arbitrate over the complaint.

### Fraudulent Claims

If **you** make any claim which is fraudulent or false, this part of the policy may become invalid and all benefit under it may be lost.

### Jurisdiction

This part of the policy will be governed by English Law.

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

A person who is not party to this contract has no right to enforce the terms and conditions of this part of the policy under the Contracts (Rights of Third Parties) Act 1999.

# Part D | Residential Landlords' Emergency Solutions

This part of the policy is optional and will only apply if shown as operative in your policy schedule.

## Part D Definitions

Where the following words appear in bold print in Part D they have the following meanings.

Central heating boiler	<p>A boiler</p> <ul style="list-style-type: none"> <li>located in the <b>property</b> (or connecting garage), and</li> <li>which has been serviced within the 12 months prior to the date of <b>your property emergency</b> claim.</li> </ul>
Contractor	<ul style="list-style-type: none"> <li>The <b>contractor</b> or tradesperson chosen by <b>us</b> to respond to the <b>property emergency</b>.</li> <li>Where <b>your property</b> is powered by a biomass boiler, anaerobic digester system, air source heat pump or ground source heat pump, a suitably qualified expert chosen by <b>you</b> with <b>our</b> agreement to respond to <b>your property emergency</b>.</li> </ul>
Emergency costs	<ul style="list-style-type: none"> <li><b>Contractor's</b> reasonable and properly charged labour costs and parts and materials provided that where <b>your property</b> is powered by a biomass boiler, anaerobic digester system, air source heat pump or ground source heat pump, <b>you</b> must pay the <b>contractor</b> and send the receipt to <b>us</b> for the <b>insurer</b> to reimburse <b>you</b>.</li> <li>Where necessary, alternative accommodation costs incurred under insured event 8.</li> </ul> <p>The maximum payable by the <b>insurer</b> is £1,500 for all claims related by time or original cause.</p>
Property	<b>Your</b> residential dwelling that is located in Great Britain and Northern Ireland and which provides self-contained accommodation for let to tenants for residential purposes.
Property emergency	<p>A sudden unexpected event which clearly requires immediate action in order to:</p> <ul style="list-style-type: none"> <li>prevent damage or avoid further damage to the <b>property</b>, and/or</li> <li>render the <b>property</b> safe or secure, and/or</li> <li>restore the main services to the <b>property</b>, and/or</li> <li>alleviate any health risk to <b>your</b> tenant(s).</li> </ul>
Insurer	ARAG Legal Expenses Insurance Company Limited.
Vermin	Brown or black rats, house or field mice, and wasps' or hornets' nests.
We / Us / Our	ARAG plc (or appointed agents on its behalf) who is authorised under a binding authority agreement to administer this insurance on behalf of the <b>insurer</b> .
You / Your	The person to whom this policy has been issued.

## Part D | Residential Landlords' Emergency Solutions (continued)

## Your Cover

Following an insured event which results in a **property emergency** the **insurer** will pay **emergency costs** up to £1,500 for all claims related by time or original cause, provided that all of the following requirements are met:

- The claim is reported to **us**
  - during the **period of insurance** and
  - as soon as possible after you first become aware of a **property emergency**.
- **You** always agree to use the **contractor** chosen by **us**.

## Insured Events Covered

### Main Heating System

---

The total failure or complete breakdown, whether or not caused by accidental damage, of the main heating system (including a **central heating boiler**, all radiators, hot water pipes and water storage tanks) in the **property**.

### Plumbing and Drainage

---

The sudden damage to, or blockage or breakage or flooding of, the drains or plumbing system including water storage tanks, taps and pipe-work located within the **property**, which results in a **property emergency**.

### Property Security

---

Damage to (whether or not accidental) or the failure of external doors, windows or locks; which compromises the security of the **property**.

### Toilet Unit

---

Breakage or mechanical failure of the toilet bowl or cistern resulting in the loss of function provided that there is no other toilet in the **property**.

### Domestic Power Supply

---

The failure, whether or not caused accidentally, of the **property's** domestic electricity or gas supply.

### Lost Keys

---

The loss or theft of the only available keys, if **you** cannot replace them to gain access to the **property**.

### Vermin Infestation

---

**Vermin** causing damage inside the **property** or a health risk to **your** tenant(s).

### Alternative Accommodation Costs

---

**Your** tenant(s) overnight accommodation costs including transport to such accommodation following a **property emergency** which makes the **property** unsafe, unsecure or uncomfortable to stay in overnight.

## Part D | Residential Landlords' Emergency Solutions (continued)

**Roof Damage**

Damage to the roof of the **property** where internal damage has been or is likely to be caused.

## What Is Not Covered By Part D

These exclusions apply in addition to the general exclusions. **You** are not covered for any claim arising from or relating to:

- **emergency costs** which have been incurred before **we** accept a claim
- an insured event which happens within the first 48 hours of cover if **you** purchase this part of the policy at a different date from any other related insurance policy
- **emergency costs** where there is no one at the **property** when the **contractor** arrives
- any matter occurring prior to, or existing at the start of this policy, and which **you** believed or ought reasonably to have believed could give rise to a claim under this part of the policy
- any wilful or negligent act or omission or any third-party interference or faulty workmanship which does not comply with recognised industry standards or manufacturer's instructions
- a main heating system (including a **central heating boiler**) which is more than 15 years old.
- LPG fuelled, oil fired, warm air and solar heating systems or boilers with an output over 60Kw/hr
- the cost of making permanent repairs including any redecoration or making good the fabric of the property
  - once the **property emergency** situation has been resolved
  - arising from damage caused:
    - IV. in the course of the repair or
    - V. in the course of investigation of the cause of the insured event or
    - VI. in gaining access to the **property**
- the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply
- the replacement of parts that suffer damage or the gradual process of wear and tear over time (such as dripping taps, washers or discs forming part of a tank, pipe or tap)
- **your** garage (except a **central heating boiler** located in a connecting garage) outbuildings, boundary walls, fences, hedges, cesspit, fuel tank or septic tank
- the **property** being left unoccupied for more than 30 days consecutively unless **you** usually let out **your property** and are actively seeking a tenant
- goods or materials covered by a manufacturer's, supplier's or installer's warranty
- the failure of equipment or facilities which have not been installed, maintained or serviced in accordance with legal regulations or manufacturer's instructions, or which is caused by a design fault which makes them inadequate or unfit for use
- a claim covered by another policy, or any claim that would have been covered by any other policy if this part of the policy did not exist
- subsidence, landslip or heave
- blockage of supply or waste pipes to the **property** due to freezing weather conditions
- pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed
- a dispute where providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

## Part D | Residential Landlords' Emergency Solutions (continued)

## Part D Conditions

Failure to keep any of these conditions may lead the **insurer** to cancel this part of the policy or refuse to pay a claim.

### Your Responsibilities

**You** must:

- observe and keep to the terms of the policy
- not do anything that hinders **us** or the **contractor**
- tell **us** as soon as possible after first becoming aware of any **property emergency**
- tell **us** as soon as possible of anything that may materially alter **our** assessment of the claim
- cooperate fully with the **contractor** and **us**
- provide **us** with everything **we** need to help **us** handle the claim
- take reasonable steps to recover **emergency costs** that the **insurer** pays and pay to the **insurer** all costs that are recovered should these be paid to **you**
- minimise any **emergency costs** and try to prevent anything happening that may cause a claim
- allow the **insurer** at any time to take over and conduct in **your** name any claim, proceedings or investigation
- be able to prove that the **central heating boiler** has been serviced within the 12 months prior to the date of a **property emergency** claim.

### Our Consent

**We** must give **you our** consent to incur **emergency costs**. The **insurer** does not accept liability for **emergency costs** incurred without **our** consent.

### Settlement

**You** must not settle the **contractor's** invoice or agree to pay **emergency costs** that you wish to claim for under this part of the policy without **our** agreement.

### Disputes

If any dispute between **you** and **us** arises from this part of the policy, **you** can make a complaint to **us** as described under the **how to make a complaint** section and **we** will try to resolve the matter. If **we** are unable to satisfy **your** concerns **you** can ask the Financial Ombudsman Service to arbitrate over the complaint.

### Fraudulent Claims

If **you** make any claim which is fraudulent or false, this part of the policy may become invalid and all benefit under it may be lost.

### Jurisdiction

This part of the policy will be governed by English Law.

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

A person who is not party to this contract has no right to enforce the terms and conditions of this part of the policy under the Contracts (Rights of Third Parties) Act 1999.

# Section 5 | Family Legal Solutions

The cover under this section is provided by ARAG plc on behalf of the insurer ARAG Legal Expenses Insurance Company Limited.

## Section Definitions

Where the following words appear in bold print in Section 5, they will have the following meanings.

Appointed advisor	<p>The</p> <ul style="list-style-type: none"><li>• solicitor, accountant, or other advisor (who is not a mediator), appointed by <b>us</b> to act on behalf of the <b>insured</b>;</li><li>• mediator appointed by <b>us</b> to provide impartial dispute resolution in relation to a claim accepted by <b>us</b>.</li></ul>
Collective conditional fee agreement	<p>A legally enforceable agreement entered into on a common basis between the <b>appointed advisor</b> and <b>us</b> to pay their professional fees on the basis of either</p> <ul style="list-style-type: none"><li>• 100% “no-win no-fee” or</li><li>• where discounted, that a discounted fee is payable.</li></ul>
Conditional fee agreement	<p>A legally enforceable agreement between the <b>insured</b> and the <b>appointed advisor</b> for paying their professional fees on the basis of either</p> <ul style="list-style-type: none"><li>• 100% “no-win no-fee” or</li><li>• where discounted, that a discounted fee is payable.</li></ul>
Home	<p><b>Your</b> UK private residential properties</p> <ul style="list-style-type: none"><li>• occupied by <b>you</b> permanently as <b>your</b> main home, or</li><li>• owned by and occupied by <b>you</b> from time to time.</li></ul>
Insured	<p><b>You, your</b> partner and relatives permanently living with <b>you</b> in <b>your</b> main home in the UK. (The <b>insurer</b> will cover <b>your</b> children temporarily away from home for the purposes of higher education.)</p>
Insurer	<p>ARAG Legal Expenses Insurance Company Limited.</p>
Legal costs & expenses	<ul style="list-style-type: none"><li>• Reasonable legal costs and disbursements reasonably and proportionately incurred by the <b>appointed advisor</b> on the standard basis and agreed in advance by <b>us</b>. The term “standard basis” can be found within the Courts’ Civil Procedure Rules Part 44.3.</li><li>• In civil claims, other side’s costs, fees and disbursements where the <b>insured</b> has been ordered to pay them or pays them with <b>our</b> agreement.</li><li>• Reasonable accountancy fees reasonably incurred under insured event 6. Tax Disputes by the <b>appointed advisor</b> and agreed by <b>us</b> in advance.</li><li>• The <b>insured’s</b> basic wages or salary under insured event 8. Loss of Earnings while attending court or tribunal at the request of the <b>appointed advisor</b> or whilst on jury service where lost wages or salary cannot be claimed back from the court or tribunal.</li><li>• The reasonable cost of phone calls, postage (including special delivery), image scanning, photocopying or credit reports incurred under insured event 9. Identity Theft where the <b>insured</b> has taken advice from <b>our</b> identity theft resolution helpline.</li><li>• The professional fees and expenses of an <b>appointed advisor</b> to reduce actual adverse or negative publicity under insured event 10. Reputational Damage.</li></ul>

## Section Definitions (continued)

Reasonable prospects of success

- Other than as set out below, a greater than 50% chance of the **insured** successfully pursuing or defending the claim and, if the **insured** is seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained. Under insured event 2. Contract, there must be a greater than 50% chance of successfully defending the claim in its entirety.
- In criminal prosecution claims where the **insured**
  - pleads guilty, a greater than 50% chance of reducing any sentence or fine or
  - pleads not guilty, a greater than 50% chance of that plea being accepted by the court.
- In all claims involving an appeal, a greater than 50% chance of the **insured** being successful.

Where it has been determined that **reasonable prospects of success** do not exist, the **insured** shall be liable to pay any legal costs incurred should they pursue or defend their claim irrespective of the outcome.

Territorial limit

- For insured events 2. Contract: the United Kingdom, Channel Islands, Isle of Man, countries in the European Union, Norway and Switzerland.
- For insured event 4. Personal Injury: worldwide.
- For all other insured events: the United Kingdom, Channel Islands and Isle of Man.

We / Us / Our

ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the **insurer**.

You / Your

The person(s) named in the **schedule** to which this policy attaches.

# Helplines and Additional Services

**We** record and monitor calls for training purposes, to improve the quality of **our** service, to help **us** deal with queries or complaints from **you** and to prevent and detect fraud and financial crime.

All helplines are subject to fair and reasonable use. The level of fair usage will depend on individual circumstances. However, if **our** advisors consider that **your** helpline usage is becoming excessive, they will tell **you**. If following that warning usage is not reduced to a more reasonable level, **we** can refuse to accept further calls.

## Assistance Helpline Services

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### Legal and Tax Helpline

If **you** have a legal or tax problem, **we** recommend **you** call **our** confidential legal and tax advice helpline.

**We** give advice about personal legal matters within UK, Isle of Man, Channel Islands and EU law and personal tax matters within the UK. **Your** query will be dealt with by a qualified specialist who is experienced in handling legal and tax-related matters. Use of this service does not constitute reporting of a claim.

Tel: **0344 571 7976**

Legal advice is available 24 hours a day, 365 days of the year, and tax advice is available between 9am and 5pm on weekdays (except bank holidays).

### Identity Theft Resolution

**We** provide telephone advice to help **you** keep **your** personal identity secure. Where identity theft is suspected, **our** specialist caseworkers can help **you** to restore **your** credit rating and correspond with **your** card issuer, bank or other parties. Identity theft expenses are insured under insured event 9. Identity Theft when **you** use this helpline.

Tel: **0333 000 2083**

This service is available between 9am and 5pm on weekdays (except bank holidays).

### Counselling Assistance

**Our** qualified counsellors will provide free confidential support and advice by phone to **you** or **your** family members who are suffering from emotional upset or feeling worried and anxious about a personal or work-related problem. Calls to the Counselling assistance service will not be recorded.

Tel: **0333 000 2082**

This service is available 24 hours a day, 365 days of the year.

### Reputational Damage Helpline

Following an event that results in negative publicity which could damage **your** personal or professional reputation, **you** can access public relations support from **our** reputational damage experts. In advance of any actual adverse publicity, where possible, initial advice for **you** to act upon will be provided over the phone. If **your** circumstances require professional work to be carried out at that time, **we** can help on a consultancy basis and subject to **you** paying a fee.

## Helplines and Additional Services (continued)

### Reputational Damage Helpline (continued)

Where an event has led to actual adverse publicity being published or broadcast, **you** are insured against the

Tel: **0344 571 7964**

This service is available 24 hours a day, 365 days of the year.

### Health and Wellbeing Helpline

A team of professional doctors, nurses and specialists are available to give advice on a whole range of general lifestyle issues including:

- Smoking and alcohol, sports injuries
- Health – women’s, men’s, children’s, elderly issues etc
- Medical and Health – hospital procedures, medication, comprehensive medical database
- Lifestage – junior, elderly and dependent issues
- Pre-travel advice – vaccinations, availability of help.

The service is not a diagnostic service.

Tel: **0149 468 5286**

This service is available 24 hours a day, 365 days of the year.

### Personal Cyber and Identity Theft Helpline

**We** will provide **you** with unlimited access to experienced fraud and cyber specialists who can assist **you** with issues including, identity theft, fraudulent fund transfer, cyber extortion, financial loss, breach of personal information and cyber bullying.

The helpline can assist **you** with, documenting evidence, notifying authorities, liaising with banks and financial service providers to help attempt to recover any lost monies, filling reports, determining if data back-ups are available, securing accounts, assisting with password changes, and providing advice on protection.

**We** make no guarantee that the helpline will be able to resolve **your** issue. The helpline is unable to assist with any matters relating to **your** business or professional activities. They will also be unable to help with issues that began before **your** associated home policy started.

Tel: **0330 303 1397**

The helpline is open 24 hours per day. It is closed on 25th December and 1st January

### Consumer Legal Services

Once **you** have registered **you** can access the website at any time to create and securely store **your** legal documents.

If **you** have problems using the website, please contact **our** digital technical support team. Contact details can be found on the website. **Our** digital technical support team cannot give **you** legal or insurance advice.

Visit: **[www.araglegal.co.uk](http://www.araglegal.co.uk)**

**You** will need to enter voucher code **AFE48BBE98B5** when **you** register to use the website.

# Making A Claim

## Telling Us About Your Claim

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- If an **insured** needs to make a claim, they must notify **us** as soon as possible.
- If an **insured** instructs their own solicitor or accountant without telling **us**, they will be liable for costs that are not covered by this section of the policy.
- A claim can be made online at [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims). Alternatively, an **insured** can obtain a claim form by downloading one at [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims) or by calling **us** on **0330 303 1955** between 9am and 5pm weekdays (except bank holidays)  
The completed application and supporting documentation can be submitted online or sent to **us** by email or post. Further details are set out on **our** website.

## What Happens Next?

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- **We** will send the **insured** an acknowledgment by the end of the next working day after receiving their claim.
- Within five working days of receiving all the information needed to assess the availability of cover under this section of the policy, **we** will contact the **insured** either:
  - confirming cover under the terms of this section of the policy and advising the **insured** of the next steps to progress their claim; or
  - if the claim is not covered, **we** will explain in full the reason(s) why and advise whether **we** can assist in another way.
- When a representative is appointed by **us**, they will try to resolve the **insured's** dispute without delay, arranging Alternative Dispute Resolution, such as mediation, whenever appropriate.
- **We** will check on the progress of the **insured's** claim with the **appointed advisor** from time to time. Sometimes matters cannot be resolved quickly, particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

# Your Cover

Following an insured event, the **insurer** will pay **legal costs & expenses** up to £150,000 (including the cost of appeals) for all claims related by time or originating cause, subject to all of the following requirements being met.

- The **insured** keeps to the terms of the policy and cooperates fully with **Us**.
- The insured event occurs within the **territorial limit**.
- The claim
  - always has **reasonable prospects of success** and
  - is reported to **us**
    - during the **period of insurance** and
    - as soon as the **insured** first becomes aware of circumstances which could give rise to a claim.
- Unless there is a conflict of interest, the **insured** always agrees to use the **appointed advisor** chosen by **us** before proceedings have been or need to be issued.
- Any dispute will be dealt with through mediation or by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory body agreed with **us** within the **territorial limit**.

**We** consider that a claim has been reported to **us** when **we** have received the **insured's** fully completed claim application.

Where the **Insured** is seeking financial remedy and the cost of pursuing the **Insured's** claim is likely to be more than any award of damages, the **Insurer** will not pay more than the value of the likely award.

# Insured Events Covered

## Employment

A dispute with the **insured's** current, former or a prospective employer relating to their contract of employment or related legal rights. **You** can claim under this section of the policy as soon as internal procedures as set out in the

- a. ACAS Code of Practice for Disciplinary and Grievance Procedures, or
  - b. Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland
- have been or ought to have been concluded.

The **insured** is required to cooperate fully with ACAS regarding mediation and not do anything that hinders a successful outcome.

There is no cover for any claim arising from or relating to:

- a. a dispute arising solely from personal injury
  - b. defending the **insured** other than defending an appeal
  - c. costs the **insured** incurs to prepare for an internal disciplinary hearing, grievance or appeal
  - d. an **insured's** employer's or ex-employer's pension scheme
- a compromise or settlement agreement between the **insured** and their employer unless such agreement arises from an ongoing claim under this section of the policy.

## Contract

A dispute arising out of an agreement or alleged agreement which has been entered into by the **insured** for

- a. buying or hiring consumer goods or services
  - b. privately selling goods
  - c. buying or selling **your home**
  - d. renting **your home** as a tenant
- the occupation of **your home** under a lease.

There is no cover for any claim arising from or relating to:

- a. a dispute with a tenant or leasee where the **insured** is the landlord or lessor
- b. loans, mortgages, pensions, or any other banking, life or long-term insurance products, savings or investments
- c. the **insured's** business activities, trade, venture for gain, profession or employment
- d. a contract involving a motor vehicle
- e. a settlement due under an insurance policy
- f. construction work, or the design, conversion or extension of any building where the dispute arises from; an agreement that
  - o exceeds; or
  - o is ancillary to another contract that exceeds; £10,000 in value including VAT
- g. a dispute with any party other than the party with whom the **insured** has entered into an agreement or alleged agreement with.

## Insured Events Covered (continued)

### Property

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A dispute relating to visible property which the **insured** owns following

- a. an event which causes physical damage to the **insured's** property including **your home**
- b. a public or private nuisance or trespass provided that where any boundary is in dispute, **you** have proof of where the boundary lies.

There is no cover for any claim arising from or relating to:

- a. The first £250 of any claim under insured event 3. b. This is payable by the **insured** as soon as **we** accept the claim.
- b. Any claim arising from or relating to:
  - a contract entered into by an **insured**
  - any building or land other than **your home**
  - a motor vehicle
  - the compulsory purchase of, or demolition, restrictions, controls or permissions placed on **your** property by any government, local or public authority
  - defending any dispute under insured event 3. a. other than defending a counter claim or an appeals
  - a dispute with any party other than the person(s) who caused the damage, nuisance or trespass

### Personal Injury

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A sudden event directly causing the **insured** physical bodily injury or death.

There is no cover for any claim arising from or relating to:

- a. a condition, illness or disease which develops gradually over time
- b. mental injury, nervous shock, depression or psychological symptoms where the **insured** has not sustained physical injury to their body
- c. defending any claim other than an appeal
- d. contingency fees or fees due under a damages-based agreement
- e. **legal costs & expenses** in excess of £25,000 where injury or death occurs outside of the UK, Isle of Man, Channel Islands, EU countries, Norway or Switzerland.

### Clinical Negligence

---

A dispute arising from alleged clinical negligence or malpractice.

There is no cover for any claim arising from or relating to:

- a. Any claim arising from or relating to a contract dispute.
- b. Defending any claim other than an appeal

## Insured Events Covered (continued)

### Tax Disputes (Including Self-Employed Persons' Tax Disputes)

- a. A formal enquiry by HMRC into the **insured's** personal tax affairs including where the **insured** is assessed for tax as a self-employed person.
- b. A dispute following an HMRC compliance check.

Provided that all returns are complete and have been submitted within the legal timescales permitted.

There is no cover for any claim arising from or relating to:

- a. tax returns which are submitted late or for any other reason, result in HMRC imposing a penalty or which contain careless and/or deliberate misstatements or omissions
- b. failure to register an **insured's** business for VAT where required
- c. circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the **insured's** financial arrangements
- d. any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland
- e. an investigation by the Fraud Investigation Service of HMRC.

### Legal Defence

- a. Work  
An alleged act or omission of the **insured** that arises from their work as an employee and results in:
  - the **insured** being interviewed by the police or others with the power to prosecute
  - a prosecution being brought against the **insured** in a court of criminal jurisdiction
  - civil proceedings being brought against the **insured** under unfair discrimination laws.
- b. Motor  
A motoring prosecution being brought against the **insured**.
- c. Regulatory investigations  
A formal investigation or disciplinary hearing being brought against the **insured** by a professional or regulatory body.

There is no cover for any claim arising from or relating to:

- a. owning a vehicle or driving without motor insurance or driving without a valid driving licence
- b. a parking offence.

### Loss of Earnings

The **insured's** absence from work to attend court, tribunal, arbitration or regulatory proceedings at the request of the **appointed advisor** or whilst on jury service which results in loss of earnings.

There is no cover for any claim arising from or relating to:

- a. Loss of earnings in excess of £10,000.
- b. Any sum which can be recovered from the court or tribunal.

### Identity Theft

A dispute arising from the use of the **insured's** personal information without their permission in order to commit fraud or other crimes provided the **insured** contacts **our** Identity theft resolution helpline as soon as they suspect that their identity may have been stolen.

The **insurer** will not pay for any money claimed, goods, loans, or other property or financial loss or other benefit obtained as a result of the identity theft.

## Insured Events Covered (continued)

### Reputational Damage

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Following an event that causes an **insured** significant adverse publicity likely to damage their personal or professional reputation, **our appointed advisor** will prepare communications on behalf of the **insured** to limit reputational damage.

This includes:

- a. Preparing social media messaging, voice messaging or written statements,
- b. receiving and responding to diverted communications by email or phone,
- c. representing the **insured** at a media event or preparing the **insured** for a media interview
- d. managing interaction with media outlets and/or
- e. liaising with the **insured's** solicitor to draft a media statement or press release. The solicitor could be an **appointed advisor** under this policy/section, or a solicitor acting on behalf of the **insured** under another section of this or any other policy.

The **insured** can claim provided that they have sought and followed advice from **our** Reputational damage helpline.

There is no cover for any claim arising from or relating to:

- a. Any circumstances where damaging content has not been published or broadcast.
- b. **Legal costs & expenses** in excess of £25,000.

### Disputes With Domestic Employees

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A dispute with **your** domestic employee that arises from:

- a. their dismissal by **you**
- b. the terms of a contract of service or service occupancy agreement between **you** and **your** domestic employee
- c. an alleged breach of **your** domestic employee's legal rights under employment laws.

There is no cover for any claim arising from or relating to:

- a. conducting disciplinary hearings or internal grievance procedures
- b. personal injury
- c. **you** pursuing a claim against **your** domestic employee other than a claim to recover possession of accommodation provided by **you** under a service occupancy agreement.

### Planning Refusal Appeals

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An appeal to the planning inspectorate following refusal by **your** local planning authority to grant **you** planning permission to alter **your home**.

**You** must

- a. take all available steps to make sure that planning permission is granted, such as consulting with **your** local authority before submitting **your** application; and
- b. exhaust every alternative option to secure planning approval before making a planning application appeal.

There is no cover for any claim arising from or relating to:

- a. Any claim arising from or relating to an appeal against refusal to grant planning permission in order to develop land or property for business or commercial purposes.
- b. **Legal costs & expenses** in excess of £10,000.

## Insured Events Covered (continued)

### School Admission Appeals

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An appeal against a decision by the relevant admission authority to refuse **your** child admission to the school of **your** choice.

There is no cover for any claim arising from or relating to:

- a. **Legal costs & expenses** in excess of £25,000.
- b. Admission into a fee-paying school.

# What Is Not Covered By This Section

These exclusions apply in addition to the general exclusions. The **insured** is not covered for any claim arising from or relating to:

- **legal costs & expenses** incurred without **our** consent
- any actual or alleged act or omission or dispute happening before, or existing at the start of the policy and which the **insured** believed or ought reasonably to have believed could lead to a claim under this section
- an amount below £100
- an allegation against the **insured** involving:
  - assault, violence, malicious falsehood or defamation
  - indecent or obscene materials
- the use of alcohol or its unauthorised or unregulated manufacture, unlicensed dealing in alcohol or dealing in or using illegal drugs
- illegal immigration
- money laundering or bribery offences, breaches of international sanctions, fraud, or any other financial crime activities
- except in relation to insured event 10. Reputational Damage
- a dispute between **your** family members
- an **insured's** deliberate or reckless act
- a judicial review
- a dispute arising from or relating to clinical negligence except as provided for in insured event 5. Clinical Negligence
- a dispute with **us** not dealt with under the Disputes condition below, or the **insurer** or the company that sold this policy
- pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed
- a dispute where providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation
- a group litigation order
- the payment of fines, penalties or compensation awarded against the **insured**.

# Section Conditions

Where the **insurer's** risk is affected by the **insured's** failure to keep to these conditions the **insurer** can refuse a claim or withdraw from an ongoing claim. The **insurer** also reserves the right to recover **legal costs & expenses** from the **insured** if this happens.

## The Insured's Responsibilities

An **insured** must:

- tell **us** immediately of anything that may make it more costly or difficult for the **appointed advisor** to resolve the claim in the **insured's** favour
- cooperate fully with **us**, give the **appointed advisor** any instructions **we** require, and keep them updated with progress of the claim and not hinder them
- take reasonable steps to claim back **legal costs & expenses** and, where recovered, pay them to the **insurer**
- allow the **insurer** at any time to take over and conduct in the **insured's** name, any claim.

## Freedom to Choose an Appointed Advisor

- In certain circumstances as set out below the **insured** may choose an **appointed advisor**. In all other cases no such right exists and **we** shall choose the **appointed advisor**.
- If:
  - a suitably qualified advisor considers that it has become necessary to issue proceedings or proceedings are issued against an **insured**, or
  - there is a conflict of interest
- the **insured** may choose a qualified **appointed advisor**.
- Where the **insured** wishes to exercise the right to choose, the **insured** must write to **us** with their preferred representative's contact details and cost.
- Where the **insured** chooses to use their preferred representative, the **insurer** will not pay more than **we** agree to pay a solicitor from **our** panel and will pay only the costs that the **insurer** would have been liable to pay. (**Our** panel solicitor firms are chosen with care, and **we** agree special terms with them which may be less than the rates available from other firms.)
- If the **insured** dismisses the **appointed advisor** without good reason, or withdraws from the claim without **our** written agreement, or if the **appointed advisor** refuses with good reason to continue acting for an **insured**, the **insurer's** liability in respect of that claim will end immediately.
- In respect of pursuing a claim, the **insured** must enter into a **conditional fee agreement** (unless the **appointed advisor** has entered into a **collective conditional fee agreement**), where legally permitted.

## Consent

- The **insured** must agree to **us** having sight of the **appointed advisor's** file relating to the **insured's** claim. The **insured** is considered to have provided consent to **us** or **our** appointed agent to have sight of their file for auditing and quality control purposes.
- An **insured** must have **your** agreement to claim under this section of the policy.

## Settlement

- The **insurer** can settle the claim by paying the reasonable value of the **insured's** claim.
- The **insured** must not negotiate or settle the claim without **our** written agreement.
- If the **insured** refuses to settle the claim following advice to do so from the **appointed advisor**, the **insurer** reserves the right to refuse to pay further costs.
- The **insured** must settle costs arising from insured event 9. Identity Theft in the first instance and make a receipted claim to **us** for reimbursement.

## Barrister's Opinion

**We** may require the **insured** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports the **insured**, then the **insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **us**, then the **insurer** will pay for a final opinion which shall be binding on the **insured** and **us**. This does not affect the **insured's** right under the Disputes condition below.

## Section Conditions (continued)

### Disputes

If any dispute between the **insured** and **us** arises from this section of the policy, the **insured** can make a complaint to **us** as described under the **how to make a complaint** section and **we** will try to resolve the matter. If **we** are unable to satisfy the **insured's** concerns the **insured** can ask the Financial Ombudsman Service to arbitrate over the complaint.

### Other Insurance

The **insurer** will not pay more than their fair share (rateable proportion) for any claim covered by another policy, or any claim that would have been covered by any other policy if this section of the policy did not exist.

### Fraudulent Claims and Claims Tainted by Dishonesty

- If an **insured** makes any claim which is fraudulent or false, this section of the policy may become invalid and all benefit under it may be lost.
- An **insured** shall at all times be entirely truthful, accurate and open in any evidence, disclosure or statement they give and shall act with complete honesty and integrity throughout. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that the **Insured** has breached this condition and that the breach has:
  - affected **our** assessment of **reasonable prospects of success**, and/or
  - prejudiced any part the outcome of the **insured's** claim
- the **insurer** shall have no liability for **legal costs & expenses** incurred from the date of the **insured's** breach.

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

A person who is not insured by this contract has no right to enforce the terms and conditions of this section of the policy under the Contracts (Rights of Third Parties) Act 1999.

### Acts of Parliament, Statutory Instruments, Civil Procedure Rules & Jurisdiction

All legal instruments, bodies and rules referred to within this section of the policy shall include the equivalent in Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement. This section of the policy will be governed by English law.

# Data and Privacy Notice

This privacy notice covers the processing of data for individuals and companies that **we** have a prospective or existing business relationship with and as a result **we** process their data to manage this relationship.

This privacy notice does not apply to any customers/policyholders related to Bspoke Commercial Limited. **We** refer to these individuals as "**you/your**" in this notice.

**We** are dedicated to being transparent and this privacy notice tells **you** what **we** do with the information that **we** collect about **you**.

**We** process **your** personal data in accordance with the relevant data protection legislation. **We** are the data controller for the data that **we** process about **you**, and **we** will not collect any information from **you** that **we** do not need for the purpose of managing the business relationship.

This insurance policy has been produced by Bspoke Commercial Limited (trading as Bspoke Private Clients), a Managing General Agent of the insurers. As Managing General Agent, Bspoke Commercial Limited underwrites insurance and handles claims for **you** on behalf of the insurers. In providing insurance services, Bspoke Commercial Limited will share **your** personal data with Accelerant Insurance UK Limited and ARAG. For information on how Accelerant Insurance UK Limited or ARAG use **your** personal data, please refer to their privacy policies on their websites:

For information on how Accelerant Insurance UK Limited or ARAG use your personal data, please refer to their privacy policies on their websites:

[Privacy Policy | Accelerant Risk Exchange](#)

[www.arag.co.uk/data-legal/privacy-notice/](http://www.arag.co.uk/data-legal/privacy-notice/).

Alternatively, **you** can make a request to ARAG for a printed copy to be sent to **you** by emailing [dataprotection@arag.co.uk](mailto:dataprotection@arag.co.uk) or in writing at: Data Protection Officer, ARAG UK, Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW.

**You** can find more information and full details of **our** Privacy notices on **our** website at [www.bspokecommercial.co.uk](http://www.bspokecommercial.co.uk) or by following this link.

**We** are Bspoke Commercial Limited (trading as Bspoke Private Clients), referred to as "**we/us/our**" in this notice. **Our** data controller registration number issued by the Information Commissioner's Officer is ZA142428. **Our** registered address is Brookfield Court, Selby Road, Leeds, LS25 1NB.



Rivr is a trading name of Rivr Cover Limited which is registered in England and Wales under company number 14104261. Rivr Cover Limited is an Appointed Representative of Innovative Risk Labs Ltd, which is authorised and regulated by the Financial Conduct Authority with firm reference number 609155.

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