Your Home Insurance policy document

ecclesiastical

Contents page

Thank you for insuring with us and trusting us to protect your home.

Within this document we have set out important information about your policy and how to contact us to make a claim.

This document should be read with your schedule and kept in a safe place for future reference.

Please check your schedule to see which sections and cover apply to you.

Important information

Making a claim

All claims, other than under the Legal expenses or Home Emergency sections, are dealt with by our Claims Team.

Claims under the Legal expenses and Home Emergency sections, are dealt with by ARAG Legal Expenses Insurance Company Limited.

If you need to make a claim, please call the number below. Our claim lines are open 24 hours a day, 7 days a week for reporting new claims.

For enquiries about existing claims, our lines are open Monday to Friday between 8.00 am and 6.00 pm.

Legal expenses claims: Please contact ARAG Legal Expenses Insurance Company Ltd on:

From the UK: 0345 268 9124

From abroad: +44 (0)1452 875 925

Home emergency claims: Please call ARAG Legal Expenses Insurance Company Ltd on:

From the UK: 0345 268 8469

From abroad: +44 (0)1452 875 922

All suspected gas leaks should be reported to the National Gas Emergency Service on: 0800 111 999

All other claims: Please call us on:

From the UK: 0345 603 8381

From abroad: +44 (0)1452 872 701

Other providers

We provide some specialist covers under the policy via third parties. We have selected those providers as being suitable. Where we have done this, we have identified the provider in the policy document.

Helplines

We have arranged the helpline services detailed below for the benefit of our customers. The helplines are provided by ARAG Legal Expenses Insurance Company Limited.

Contacting ARAG

You can contact ARAG's UK-based contact call centre 24 hours a day, 7 days a week. However, ARAG may need to call you back depending on your enquiry.

To check and maintain standards, ARAG records all calls other than those to the counselling service.

When calling ARAG, please quote your policy number.

ARAG accepts no liability if the helpline services are not available for any reason.

To contact ARAG, unless stated otherwise, please call:

From the UK: 0345 268 9124

From abroad: +44 (0)1452 872 925

Legal advice service

ARAG provides confidential advice over the phone on any personal legal issue, under the laws of the United Kingdom, any EU country, the Isle of Man, the Channel Islands, Switzerland and Norway.

Advice about the law in England and Wales is available 24 hours a day, 7 days a week. Advice about the law in other countries is available Monday to Friday from 9.00 am to 5.00 pm (other than public holidays). If you call outside these hours, ARAG will arrange to call you back.

Tax advice service

ARAG provides confidential advice over the phone on personal tax matters in the UK.

Tax advice is available Monday to Friday from 9.00 am to 5.00 pm (other than public holidays). If you call outside these hours, ARAG will arrange to call you back.

Health and medical information service

ARAG provides information over the phone on general health issues and on a wide variety of medical matters. ARAG can give you information on health services, including on NHS dentists.

Health and medical information is provided by qualified nurses Monday to Friday from 9.00 am to 5.00 pm (other than public holidays). If you call outside these hours, ARAG will arrange to call you back.

For the following 3 helpline services, you will be responsible for paying any costs for the services provided.

Veterinary assistance

If your pet is ill or injured, ARAG can help find a vet who can offer treatment.

Childcare assistance

ARAG will arrange help following an emergency if a regular child minder cannot attend or if you have to leave children at home unexpectedly.

Home assistance

ARAG will arrange assistance following an emergency (such as an illness or injury to you) when help is needed to run the home. ARAG can help find cleaning staff, au pairs and housekeepers.

Additional services

As a policyholder, you also benefit from the following services:

Counselling service

ARAG will provide a confidential counselling service over the phone. This includes, where appropriate, referral to relevant voluntary or professional services. You are responsible for any costs for using the services you are referred to by ARAG.

If you need this service, please call:

From the UK: 0345 266 9667

From abroad: +44 (0)1452 875 927

Emergency glass replacement

If you suffer a glass breakage, you can call upon the services of our selected specialist provider, who will quickly repair it.

If the repair is covered under the policy, you will be responsible for paying the excess and any VAT you are able to recover. We will pay the rest.

If the repair is not covered under the policy, you will be responsible for all costs.

If you need this service, please call:

0345 600 0148

Complaint handling procedures

How to make a complaint

If you are unhappy with our products or service, please contact us as soon as possible.

You can complain in writing or verbally at any time to:

For all complaints other than Legal expenses and Home emergency complaints

Ecclesiastical Insurance Office plc
Benefact House,
2000 Pioneer Avenue,
Gloucester Business Park,
Brockworth, Gloucester,
GL3 4AW, United Kingdom

Phone: 0345 777 3322
Fax: 0345 604 4486
Email: complaints@ecclesiastical.com

For Legal expenses and Home emergency complaints

ARAG Legal Expenses Insurance Company Limited
Unit 4a,
Greenway Court,
Bedwas,
Caerphilly CF83 8DW

Tel: 0344 893 9013
Email: customer-relations@arag.co.uk

Our complaints promise

We aim to resolve all complaints within one business day.

For more complex issues, we may need a little longer to investigate and we may ask you for further information to help us reach a decision.

To resolve your complaint we will:

- Investigate your complaint diligently and impartially within Ecclesiastical
- Keep you informed of the progress of the investigation
- Respond in writing to your complaint as soon as possible.

If you are not satisfied with our response

If:

1. you are not happy with how we have dealt with your complaint; or
2. we have not responded within 8 weeks,

you can refer your complaint to the Financial Ombudsman Service:

The Financial Ombudsman Service
Exchange Tower
London E14 9SR

Phone: 0800 023 4567 or 0300 123 9123

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

Website: www.financial-ombudsman.org.uk

Please note that this complaints procedure does not affect your right to take legal proceedings.

General terms and conditions

The terms and conditions below apply to the whole **Policy**, in addition to the terms and conditions for each section.

The agreement between You and Us

1. **We** will insure **You** in accordance with the terms and conditions of the **Policy** for loss, damage or liability occurring during the **Period of Insurance**; and
2. **You** will pay the premium and keep to the terms of the **Policy**.

Definitions applying to the whole policy

Where these words appear in bold in the **Policy**, they have the meaning shown below. Other defined words can be found in each section of the **Policy**:

Buildings

The permanent structures within the boundaries of **Your Home**, including:

1. garages, car ports, outbuildings and garden offices or rooms;
2. permanent fixtures, including statues and fountains;
3. recreational toys, brick built barbecues and hot tubs permanently fixed to the ground;
4. wind turbines and solar panels fixed to the buildings;
5. electrical vehicle charging points;
6. air and ground source heat pumps;
7. ornamental ponds, swimming pools and tennis courts; and
8. paths, drives, terraces, fences, hedges and gates,

used only for domestic and home office use.

Drone

Any remote or radio controlled unmanned aerial vehicle. This includes any Small Unmanned Aircraft, as defined in the Air Navigation (Amendment) Order 2018.

Definitions applying to the whole policy continued

Excess	The amount **You** must pay towards each claim. The excess amount is shown on the schedule. If one incident or event results in claims under more than one section of the **Policy**, **You** will only need to pay one excess, whichever is the highest.
Heave	Upward movement of ground beneath the **Buildings** caused by the soil expanding.
Home	The residential address shown on the schedule within the **United Kingdom**.
Landslip	Downward movement of sloping ground.
Period of Insurance	The period when the **Policy** is in force. This is shown on the schedule.
Policy	This insurance document, including the schedule and any endorsements.
Settlement	Downward movement caused by: 1. soil being compressed by the weight of the **Buildings**; or 2. compression of any infill material, within 10 years of the **Buildings** being built.
Subsidence	Downward movement of the ground beneath the **Buildings**, other than by **Settlement**.

Definitions applying to the whole policy continued

Sum Insured	The most **We** will pay for any claim or loss. This is shown on the schedule.
Terrorism	Any act, including the use of actual or threatened force or violence, which is: 1. committed by a person or group of people, whether acting alone or in connection with an organisation or government; and 2. for political, religious, ideological or similar reasons, including with the intention of influencing a government or putting a section of the public in fear.
Unfurnished	Without enough furniture or furnishings for normal living.
United Kingdom	England, Wales, Scotland, Northern Ireland, the Channel Islands and the Isle of Man.
Unoccupied	Not lived in by **You**, or anyone permitted by **You**, for day-to-day purposes, including bathing, cooking, eating and sleeping.
We/Us/Our	Ecclesiastical Insurance Office plc. or the insurer shown on the schedule for each section of the **Policy**.
You/Your	1. The person shown on the schedule as the 'policyholder'; and 2. for the purposes of any section of the **Policy**, '**You**/**Your**' includes anyone else identified as '**You**/**Your**' in that section.

What to do if You need to make a claim

Telling Us

1. If **You** need to make a claim, it is important that **You** let **Us** know as soon as possible.

   If **You** need to make a claim, please call the number below. **Our** claim lines are open 24 hours a day, 7 days a week:

Legal expenses claims: Please contact ARAG Legal Expenses Insurance Company Ltd on:

From the UK: 0345 268 9124

From abroad: +44 (0)1452 875 925

Home emergency claims: Please call ARAG Legal Expenses Insurance Company Ltd on:

From the UK: 0345 268 8469

From abroad: +44 (0)1452 875 922

All other claims: Please call us on:

From the UK: 0345 603 8381

From abroad: +44 (0)1452 872 701

Telling the police

2. If loss or damage has been caused by theft, vandalism or any illegal act, **You** must tell the police immediately.

Liability for injury or property damage

3. If **You** receive any letter or legal document claiming **You** are liable for causing:
   a. an injury to someone else; or
   b. damage to someone else's property,
   You must let **Us** know immediately.

Admitting liability

4. **We** will not cover **Your** liability to anyone else if **You** admit **You** are liable, make any offer or enter into negotiations without **Our** agreement.

Providing information

5. **We** might ask **You** to provide evidence of the value of any items lost or damaged, or for any other information relating to a claim. This could include, for example, receipts, invoices, valuations or proofs of ownership. **We** will pay the reasonable costs of providing any such evidence or information. **We** can refuse to cover a claim unless **You** provide **Us** with any information or evidence **We** reasonably ask for.

Inspection and entry

6. In the event of loss or damage, **We** may enter any building, caravan or boat where loss or damage has occurred. **You** must retain any property that has been completely damaged for at least 30 days and allow **Us** to inspect it.

Salvage

7. Where **We** have covered any property that has been damaged, **We** can keep the damaged item (known as salvage). **You** cannot abandon any property to **Us**.

Controlling claims

8. If a claim is made against **You** that is covered under the **Policy**, **We** can take over the handling of that claim. This includes deciding on any settlement or how to defend the claim.

Recovering from others

9. Sometimes it may be possible to recover amounts **We** have paid under the **Policy** from a third party. **You** must provide **Us** with all reasonable assistance to make a recovery. **We** will do this in **Your** name but at **Our** expense.

Fraudulent claims

10. If **You** or anyone entitled to cover makes a false, fraudulent or exaggerated claim:
    a. **We** will serve notice to terminate the **Policy** with effect from the date of the fraud or false information;
    b. **We** will refuse to cover that claim and any other claim made after the date of the fraud or false information;
    c. **You** must return any payments already made by **Us** relating to any claim made after the date of the fraud or false information; and
    d. **We** will retain all premiums paid.

Disagreements about claims payments

11. If **We** agree to cover a claim or loss, but **We** and **You** cannot agree the amount that should be paid through **Our** complaints procedure, **You** can contact the Financial Ombudsman Service for help.

    Alternatively, **You** can choose to use a separate arbitration process. The arbitrator will be a barrister chosen jointly by **You** and **Us**. If there is a disagreement over the choice of barrister, **We** will ask the Chartered Institute of Arbitrators to decide who to appoint.

    This condition does not apply to the **Legal expenses** or **Home emergency** sections of the **Policy**.

No claims discount

12. If **You** renew **Your Policy** with **Us** and **You** have not made a claim, **We** will provide a discount against **Our** usual premium rates. If a claim is then made, **We** will not apply any discount to the following renewal.

General conditions

The following conditions apply to the whole **Policy**.

Information about You

1. **We** have based this **Policy** on the information provided to **Us** by **You**. It is therefore important that **You** take reasonable care to provide **Us** with correct information if **We** ask **You** a question.

Incorrect information

2. If **You** do give **Us** information that is incorrect:
   a. **We** can avoid the **Policy** if **You** deliberately or recklessly gave **Us** incorrect information. This means **We** can treat the **Policy** as if it never existed and refuse to pay all claims. **You** will have to pay back any payment **We** have already made. **We** can keep the premium; or
   b. if **You** were careless in giving **Us** the information, **We** can:
      i. avoid the **Policy** if **We** would not have entered into the **Policy**. This means **We** can treat the **Policy** as if it never existed and refuse to pay all claims. **You** will have to pay back any payment **We** have already made. However, **We** will return the premium;
      ii. amend the terms of the **Policy** if **We** would only have entered into it on different terms if **You** had given **Us** accurate information. Those terms will apply from the start of the **Period of Insurance**;
      iii. reduce the amount **We** pay for a claim if **We** would have charged a higher premium. The amount **We** pay will be the same proportion that the actual premium charged bears to the premium **We** would have charged. For example, if **We** would have charged twice the premium, **We** will pay half of any claim.

   We may apply both ii. and iii. above.

Changes to Your information

3. **We** will provide **You** with a document entitled '*What you've told us*'. It is important that **You** tell **Us** if any of the information in that document changes at any time. This includes any changes to:
   a. the address of any property insured under the **Policy**;
   b. any amount or limit in the schedule;
   c. **Your** postal address;
   d. the criminal record of anyone insured under the **Policy**;
   e. the use of any property, including if it is to be let, become unfurnished or used for any business.

   We will then let **You** know if **We** need to make any changes to the terms of the **Policy** or the premium.
   If **You** do not let **Us** know about any changes, **We** can apply the remedies set out above in condition **2 Incorrect information**.

Preventing loss and damage

4. **You** must take reasonable care to:
   a. maintain any property covered under the **Policy** in good condition and repair; and
   b. prevent or minimise any damage that would be covered under the **Policy**.

   We will not cover any loss or damage arising while **You** are not in compliance with this condition. This does not apply if **You** can prove that the non-compliance had no impact on the loss.

Other policies

5. If **You** are covered under any other **Policy**, **We** will only pay **Our** proportion of any claim or loss.

Multiple properties

6. If **We** cover more than one property under this **Policy**, **We** will treat each property as if it has its own, separate **Policy**.

Premium payment

7. **We** will not provide cover unless all premium payments are made by the due date. If **You** are paying by Direct Debit and any payment is missed (other than the first payment), **We** will write to **You** to give **You** 14 days to pay any amount owed. If **You** do not pay the amount owed, cover will end from the date of the first outstanding instalment. Cover will not commence until the first payment is made.

Changes to premium

8. If **You** make a change in the policy cover, which results in a charge or a refund for the period up to the renewal date of the **Policy**, such charge or refund will only be made by **Us** if it exceeds £15.
   We do not make an administration charge for processing changes **You** require.

Excess

9. **We** will not pay the amount of the **Excess**. If one incident or event results in cover under more than one section of the **Policy**, **You** will only have to pay one **Excess**, whichever is the highest.

Building works

10. **We** will not cover any claim or loss due to any building works at any property covered under the **Policy**:
    a. if the estimated value of the works is more than £25,000; or
    b. if **You** have limited **Your** rights against any contractor or building firm in **Your** contract with them,

    unless **You** have told **Us** about the works and **We** have agreed to cover them.
    If **You** require cover for any building works, please let **Us** know. **We** will let **You** know if **We** are able to provide cover and whether **We** need to change the terms of the **Policy** or the premium.

Rights of third parties

11. No one who is not a party to the **Policy** has any rights under it that they would not have had other than as a result of the Contracts (Rights of Third Parties) Act 1999.

Multiple policyholders

12. If there is more than one Policyholder named on the schedule, **You** agree that **We** can communicate with and take instructions from any of those people.

Governing law

13. This **Policy** will be governed by the laws of the country within the **United Kingdom** where **You** usually live. If **You** usually live outside the **United Kingdom**, the laws of England and Wales will apply.

Cancelling the Policy

Cooling off

1. **You** can cancel the **Policy** for any reason within the first 14 days of the start of cover (or **Your** renewal date) or the date **You** receive your policy documentation if this is later.

   No charge will be made and any premium **You** have already paid will be refunded, provided that between the start date (or **Your** renewal date) and the date that **You** cancel:
   - **You** have not made a claim; and
   - **You** are not aware of any incidents that may give rise to a claim.

   If **You** do make a claim or **You** are aware of an incident which may give rise to a claim then **You** must pay the annual premium in full.

Cancellation by You

2. After the cooling-off period, the **Policy** is in force and **You** are committed to pay the premium. **You** can still cancel the **Policy** at any time by letting **Us** know in writing, by email or by telephone. If **You** have not made a claim and are not aware of an incident which may give rise to a claim during the **Period of Insurance** **We** will return any premium **You** have paid for any period after the date of cancellation. **We** will not refund any amount less than £15. If **You** have made a claim or **You** are aware of an incident that may give rise to a claim during the **Period of Insurance** then **You** must pay the annual premium in full.

Cancellation by Us

3. **We** can cancel the **Policy** at any time by sending **You** at least 14 days' written notice by Special Delivery to **Your** last known address. **We** will only cancel the **Policy** for a valid reason. Valid reasons include:
   a. if **We** are legally required to cancel the **Policy**; or
   b. if anyone covered under the **Policy** is imprisoned; or
   c. if **You** do not comply with condition **4. Preventing loss and damage**.

   If **You** have not made a claim, **We** will return any premium **You** have paid for any period after the date of cancellation.

General exclusions

The following exclusions apply to the whole **Policy**. Additional exclusions can be found in each section.

We will not cover any claim or loss:

Radioactivity

1. directly or indirectly due to any nuclear reaction, nuclear radiation or radioactive contamination.

General exclusions continued

War

2. directly or indirectly due to:
   a. war, invasion or act of foreign enemies;
   b. hostilities or warlike operations, even if war has not been declared;
   c. civil war or mutiny;
   d. revolution or people using force to rebel against the government;
   e. civil commotion that is so severe it resembles a popular uprising;
   f. the use of military power, even if authorised by a government;
   g. power taken by force by any unelected group or person, including the armed forces;
   h. property being confiscated by any government or local or public authority.

Terrorism

3. a. under the **Buildings**, **Contents** or **Home emergency** sections of the **Policy** directly or indirectly due to:
      i. contamination or threatened contamination; or
      ii. any action taken to prevent or control contamination or threatened contamination,

   arising from **Terrorism**; or

   b. under the **Your liability to others** or **Legal expenses** sections of the **Policy** directly or indirectly due to:
      i. **Terrorism**; or
      ii. any action taken to prevent or control **Terrorism**.

   If **We** allege this exclusion applies, **You** must prove that it does not.

Sonic bangs

4. directly or indirectly due to any pressure waves caused by aircraft or other flying devices travelling at or above the speed of sound.

Pollution and contamination

5. directly or indirectly due to pollution or contamination. This does not apply to a sudden and unexpected incident that takes place at a specific time and place within the **Period of Insurance**.

   We will treat all pollution and contamination arising from the same incident as having occurred at the time the incident took place.

Pre-existing damage

6. directly or indirectly due to any loss or damage occurring before the start of the **Period of Insurance**.

Deliberate acts

7. directly or indirectly due to any deliberate, dishonest or criminal act by **You** or on **Your** behalf.

Indirect losses

8. for indirect losses arising from the incident that caused **You** to make a claim, other than where specifically covered under the **Policy**.

Cyber

9. **We** will not cover any claim or loss:
   a. directly or indirectly due to:
      i. computer viruses or other unauthorised, malicious, or criminal acts such as hacking or any threat or hoax to carry out such an act; or
      ii. malfunction, or user error or omission; or
      iii. computer equipment, electronic and smart devices, data storage devices, software, servers, cloud, network, and any similar systems or devices, (whether owned or operated by **You** or any other party) which fail to operate correctly either fully or partially; or
      iv. action taken to prevent, limit or remediate any loss.

   However, **We** will still provide cover for physical loss or damage to property insured caused by fire or explosion resulting from a.i. - a.iv. above.

   b. directly or indirectly caused by or in connection with:
      i. loss of or mis-use of data;
      ii. any cost or expense arising from any loss of or mis-use of data.

   However, **We** will still provide cover for physical loss of or damage to **Your** data storage devices provided such claims are covered by **Your Policy** and caused by:
   - fire, lightning, explosion, earthquake or smoke;
   - storm or flood;
   - **Subsidence**, **Heave** or **Landslip**;
   - riot, civil commotion, labour or political disturbances;
   - impact from any aircraft, flying object or items dropped from them; or
   - impact from any vehicle, train or animal (other than pets) colliding with the **Buildings**;
   - escape of water or oil from any fixed water or heating system, white good, water bed or fish tank in **Your Home**, including its grounds;
   - water freezing in any fixed water or heating system in **Your Home**;
   - the breaking or collapse of any satellite dish, aerial, wind turbine, solar panel or security equipment; and
   - falling trees, branches, telegraph poles, lamp posts or pylons.

   We will pay to repair or replace the data storage device and the reasonable costs of copying data from a back-up or a previous generation of the data where possible, but not for the value of the data even if the data cannot be reproduced.

   This exclusion applies to all covers of this policy except any covers insuring the following (however they are titled):

   Your liability to others, Legal expenses or Home emergency.

Countries exclusion

10. under the **Buildings** or **Contents** sections of the **Policy**, in relation to any claim where cover is provided outside of the **United Kingdom** directly or indirectly due to any loss or damage that occurs in any of the following countries:
    a. Belarus (Republic of Belarus);
    b. the Russian Federation;
    c. the Ukraine (including the Crimean Peninsula and the Donetsk and Luhansk regions).

Section 1 – Buildings

1. Buildings

Please check your schedule to see if you benefit from this cover.

Definitions used in this section

Where these words appear in bold in this section of the **Policy**, they have the meaning shown below. Other defined words can be found in the **General definitions**:

Buildings

The permanent structures within the boundaries of **Your Home**, including:

1. garages, car ports, outbuildings and garden offices or rooms;
2. permanent fixtures, including statues and fountains;
3. recreational toys, brick built barbecues and hot tubs permanently fixed to the ground;
4. wind turbines and solar panels fixed to the buildings;
5. electrical vehicle charging points;
6. air and ground source heat pumps;
7. ornamental ponds, swimming pools and tennis courts; and
8. paths, drives, terraces, fences, hedges and gates,

used only for domestic and home office use.

Heave

Upward movement of ground beneath the **Buildings** caused by the soil expanding.

Landslip

Downward movement of sloping ground.

Settlement

Downward movement caused by:

1. soil being compressed by the weight of the **Buildings**; or
2. compression of any infill material,

within 10 years of the **Buildings** being built.

Definitions used in this section continued

Subsidence	Downward movement of the ground beneath the **Buildings**, other than by **Settlement**.
Unfurnished	Without enough furniture or furnishings for normal living.
Unoccupied	Not lived in by **You**, or anyone permitted by **You**, for day-to-day purposes, including bathing, cooking, eating and sleeping.
Water Table	The top level of underground water where the soil is permanently saturated.
You/Your	1. The person(s) shown on the schedule as the 'policyholder'; and 2. the domestic partner and family of the person(s) above, who normally live with them at **Your Home**, including foster children.

1. Buildings

Please check your schedule to see if you benefit from this cover.

What is covered

Damage to buildings

We will cover **You** against damage caused during the **Period of Insurance** to the **Buildings** by:

1. fire, lightning, explosion, earthquake or smoke;
2. storm or flood (not including anything described in paragraph 8. below);
3. **Subsidence**, **Heave** or **Landslip**;
4. riot, civil commotion, labour or political disturbances;
5. vandalism or malicious acts;
6. impact from any aircraft, flying object or items dropped from them; or
7. impact from any vehicle, train or animal (other than pets) colliding with the **Buildings**;
8. escape of water or oil from any fixed water or heating system, white good, water bed or fish tank in **Your Home**, including its grounds;
9. water freezing in any fixed water or heating system in **Your Home**;
10. theft or attempted theft;
11. the breaking or collapse of any satellite dish, aerial, wind turbine, solar panel or security equipment; and
12. falling trees, branches, telegraph poles, lamp posts or pylons.

Accidental damage (Optional cover)

Where the schedule shows **You** benefit from accidental damage cover, **We** will cover **You** against damage caused accidentally to the **Buildings** during the **Period of Insurance**.

This does not include damage referred to under **Damage to buildings** above or any damage excluded under **What is not covered**.

Maximum payment

The most **We** will pay under **Damage to buildings** and **Accidental damage** (where insured) above is the **Sum Insured** for **Buildings**, unless a lower limit is shown in the schedule or the **Policy** documents.

What is covered continued

Temporary accommodation and loss of rent	If **Your Home** cannot be lived in because of damage covered under this section of the **Policy**, **We** will pay: 1. the reasonable and necessary costs of **Your** temporary accommodation; 2. any rent **You** are still legally required to pay; and 3. any rent **You** will no longer be paid, until **Your Home** can be lived in again. ! The most **We** will pay for each claim is 20% of the **Sum Insured** for **Buildings**.
Glass and bathroom & kitchen fittings	**We** will cover **You** against accidental damage to: 1. fixed glass; 2. bathroom and sanitary fittings; and 3. ceramic hobs or tops forming part of a fixed unit, in **Your Home**.
Damage to services	**We** will cover **You** against: 1. accidental damage caused to service pipes, cables, sewers and drains serving **Your Home** and for which **You** are legally responsible; and 2. the cost of clearing blockages that are not covered by the **Home emergency** section.

What is covered continued

Finding and repairing leaks

We will cover the reasonable and necessary costs incurred with **Our** consent to:

1. find the source of leaking water or oil from any fixed water or heating system in **Your Home**; and
2. repair any damage caused in finding the source of the leak.

The most **We** will pay is £5,000 for each leak.

Decontamination of grounds

We will cover the reasonable costs to decontaminate the grounds at **Your Home** following an escape of water or oil from any fixed water or heating system, white good, water bed or fish tank in **Your Home**, including its grounds.

The most **We** will pay is £1,000 for each incident.

Damage by emergency services

We will cover **You** against damage to **Your Home**, including its grounds, caused by the emergency services.

This cover includes damage caused when the emergency services are responding to possible property damage or bodily injury.

Trees, plants and shrubs

We will cover **You** against damage to **Your** trees, plants and shrubs by:

1. a cause listed in **Damage to buildings** above, other than storm or flood; or
2. accident, where the schedule shows **You** benefit from **Accidental damage** cover.

The most **We** will pay is:

a. £250 for each tree, plant or shrub; and
b. £2,500 for all claims during the **Period of Insurance**.

What is covered continued

Locks and keys

If during the **Period of Insurance**:

1. **You** lose the keys to **Your Home**;
2. the keys to **Your Home** are stolen; or
3. the locks of the outside doors or windows of **Your Home** are damaged by accident,

We will pay the reasonable and necessary costs to gain access to the **Home** and repair or replace the locks.

The most **We** will pay is £1,000 for each incident.

Selling your home

If **You** sell **Your Home** during the **Period of Insurance**, **We** will extend cover under this **Policy** to the purchaser from the date of:

1. exchange of contracts; or
2. in Scotland, the written offer and acceptance,

until the sale completes.

We do not provide this cover if the **Home** is insured under another policy.

What is not covered

The following exclusions apply in addition to the **General exclusions**.

	We will not cover:
Unoccupied or unfurnished property	1. damage caused after **Your Home** has been **Unoccupied** or **Unfurnished** for more than 60 days in a row. However, **We** will still cover damage caused by: a. fire, lightning, explosion, earthquake or smoke; b. **Subsidence**, **Heave** or **Landslip**; c. riot, civil commotion or any labour or political disturbance; d. any aircraft, flying object or items dropped from them; or e. impact from any vehicle, train or animal (other than pets); f. the breaking or collapse of any satellite dish, aerial, wind turbine, solar panel or security equipment; g. falling trees, branches, telegraph poles, lamp posts or pylons; and h. accident, where the schedule shows **You** benefit from Accidental damage cover.
Storm and flood to fences, hedges and gates	2. damage caused by storm or flood to fences, hedges or gates, unless the main building, garage or outbuilding at **Your Home** is also damaged.
Water table	3. damage caused by a change in the **Water Table**.

What is not covered continued

Exclusions relating to subsidence, heave and landslip

4. in relation to any claim for **Subsidence**, **Heave** or **Landslip**, damage:
   a. to:
      i. swimming pools and tennis courts;
      ii. paths, drives, terraces and patios; or
      iii. walls, fences, hedges or gates,

      unless the main **Building** at **Your Home** is also damaged;
   b. to solid floor slabs or caused by solid floor slabs moving, unless the foundations of the main building are damaged at the same time; or
   c. caused by:
      i. **Settlement**;
      ii. coastal or river erosion; or
      iii. demolishing, altering or repairing the **Buildings**.

Exclusions relating to temporary accommodation and loss of rent

5. temporary accommodation costs or loss of rent following damage:
   a. caused solely due to finding and repairing a leak;
   b. to glass or bathroom or kitchen fittings;
   c. caused by the emergency services; or
   d. to locks.

Frost

6. damage caused by frost, other than water freezing in any fixed water or heating system in **Your Home**.

Wear and tear

7. damage caused by wear and tear (this happens naturally and is not covered by most policies).
   This exclusion will also apply to escape of water losses or damage caused by failed or inadequate grout or sealant.

What is not covered continued

Gradual causes	8. damage caused by atmospheric conditions (other than storm or flood), rot, fungus, insects or any other gradual cause.
Maintenance	9. a. damage caused by a lack of, or incorrect, maintenance; or b. the costs of maintaining any property.
Breakdown	10. damage caused by mechanical or electrical breakdown or failure.
Acts of paying guests and tenants	11. damage caused by vandalism, theft or a malicious act by: a. **Your** paying guests; or b. **Your** tenant or **Your** tenant's guests.
Police raid	12. damage caused by police raids.
Workmanship	13. damage caused by faulty workmanship, design, specification or materials.
Cleaning	14. damage caused by cleaning, dyeing or repairing.
Vermin	15. damage caused by vermin.

What is not covered continued

Outdoor items	16. the cost of removing any tree, branch, telegraph pole, lamp post or pylon. This exclusion does not apply: a. to the cover for **Trees, plants and shrubs**; or b. if the main building, garage or outbuilding is damaged at the same time. 17. damage to: a. trees, plants or shrubs caused by: i. weight of snow; or ii. animals; or b. any satellite dish, aerial, wind turbine, solar panel or security equipment due to it breaking or collapsing.
Exclusions relating to Accidental damage	18. in relation to any claim under the **Accidental damage** cover, loss or damage caused: a. by **Your** paying guests; b. to wind turbines.
Claims preparation costs	19. the costs of preparing a claim.

How we settle claims

For details of how to make a claim, please see **What to do if you need to make a claim** within the **General terms and conditions**.

Damage to buildings

For damage covered under this section of the **Policy**, **We** will pay the cost to repair or replace the damaged part of the **Buildings** as new, up to the **Sum Insured**.

We will usually require **You** to repair or reinstate the damaged **Building**.

✗ **We** will not pay any reduction in value of any property following repair or replacement under the **Policy**.

Wear and tear

! If the **Buildings** are not in a good state of repair at the time of damage, **We** will reduce the amount **We** pay to take account of any wear and tear.

Included costs

In addition to the costs of repair or replacement, **We** will also pay:

1. the reasonable and necessary fees of architects, surveyors, engineers and any other professionals;
2. the cost of demolishing and supporting the **Buildings**, removing debris and making the site safe; and
3. the cost of complying with any legal or local authority requirements.

How we settle claims continued

50% Undamaged items

We will pay 50% of the cost of replacing undamaged items which form part of:

1. a pair;
2. a set, collection or suite; or
3. a matching or uniform design, nature or colour, including carpets,

with an item that has suffered from damage that is covered under this section of the **Policy**.

We will not pay for any undamaged flooring in adjacent rooms.

The most we will pay

The corresponding **Sum Insured** is the most **We** will pay for each claim. **We** will not reduce the **Sum Insured** following a claim.

Index linking

If **You** have chosen **Your** own **Sum Insured** for **Buildings**, **We** will adjust the **Sum Insured** monthly in line with the Housing Rebuilding Cost Index.

Inadequate sums insured (Underinsurance)

If **We** discover that the full cost of repairing or replacing the **Buildings** is more than the **Sum Insured**, the amount **We** will pay for any claim will be reduced in proportion to the amount of the underinsurance.

Section 2 – Contents

Please check your schedule to see if you benefit from this cover.

Definitions used in this section

Where these words appear in bold in this section of the **Policy**, they have the meaning shown below. Other defined words can be found in the **General definitions**:

Buildings

The permanent structures within the boundaries of **Your Home**, including:

1. garages, car ports, outbuildings and garden offices or rooms;
2. permanent fixtures, including statues and fountains;
3. recreational toys, brick built barbecues and hot tubs permanently fixed to the ground;
4. wind turbines and solar panels fixed to the buildings;
5. electrical vehicle charging points;
6. air and ground source heat pumps;
7. ornamental ponds, swimming pools and tennis courts; and
8. paths, drives, terraces, fences, hedges and gates,

used only for domestic and home office use.

Business Equipment

Computers and their accessories, office equipment and office furniture, used only for clerical and administrative use.

Contents

Any of the following, which **You** own or are responsible for:

1. household goods;
2. furniture and furnishings;
3. clothing;
4. **Tenants' Improvements**;
5. **Personal Belongings**;
6. **Valuables**; and
7. **Business Equipment**.

'Contents' does not include **Money** or medical equipment on loan.

Definitions used in this section continued

Garden Equipment	Items that are designed to be used or kept in a garden including garden furniture, garden tools, petrol, electric and robotic mowers, fixed barbecues, hot tubs, children's play equipment and garden ornaments.
Heave	Upward movement of ground beneath the **Buildings** caused by the soil expanding.
Landslip	Downward movement of sloping ground.
Money	Bank notes and coins that are not part of a collection, cheques, postal orders, bank drafts, travel tickets, traveller's cheques, postage stamps, savings stamps and certificates and premium bonds.
Motor Vehicles	Any electrically or mechanically propelled vehicle, other than: 1. vehicles solely used as domestic gardening equipment; 2. battery powered wheelchairs or mobility scooters; 3. electronically assisted bicycles that do not need to be licensed for road use and for which road tax is not payable; 4. golf trolleys or buggies controlled by someone on foot; and 5. toys and models controlled by someone on foot.
Personal Belongings	Personal items worn, used or carried about the person. This includes bicycles and sports equipment. This does not include: 1. clothing, **Money** or **Valuables**; 2. **Business Equipment**; 3. any boat or **Motor Vehicle**; or 4. any accessories for use with a boat, **Motor Vehicle**, caravan, trailer, hovercraft or aircraft.

Definitions used in this section continued

Settlement	Downward movement caused by: 1. soil being compressed by the weight of the **Buildings**; or 2. compression of any infill material, within 10 years of the **Buildings** being built.
Subsidence	Downward movement of the ground beneath the **Building**, other than by **Settlement**.
Tenants' Improvements	Where **You** are the tenant, fixtures and fittings and decorative finishes added by **You**, for which **You** are legally responsible, forming part of the **Home**.
Unfurnished	Without enough furniture or furnishings for normal living.
Unoccupied	Not lived in by **You**, or anyone permitted by **You**, for day-to-day purposes, including bathing, cooking, eating and sleeping.
Valuables	1. Jewellery and precious metals; 2. clocks and watches; 3. furs; 4. pictures and works of art; 5. stamp, coin and medal collections.
Water Table	The top level of underground water where the soil is permanently saturated.

Please check your schedule to see if you benefit from this cover.

Definitions used in this section continued

You/Your

1. The person(s) shown on the schedule as the 'policyholder'; and
2. the domestic partner and family of the person(s) above, who normally live with them at **Your Home**, including foster children.

What is covered

Damage to contents in the buildings

We will cover **You** against loss or damage caused during the **Period of Insurance** to **Contents** in the **Buildings** by:

1. fire, lightning, explosion, earthquake or smoke;
2. storm or flood (not including anything described in paragraph 8. below);
3. **Subsidence**, **Heave** or **Landslip**;
4. riot, civil commotion, labour or political disturbances;
5. vandalism or malicious acts;
6. any aircraft, flying object or items dropped from them;
7. impact from any vehicle, train or animal (other than pets) colliding with the **Buildings**;
8. escape of water or oil from any fixed water or heating system, white good, water bed or fish tank in **Your Home**, including its grounds;
9. theft or attempted theft;
10. the breaking or collapse of any satellite dish, aerial, wind turbine, solar panel or security equipment; and
11. falling trees, branches, telegraph poles, lamp posts or pylons.

Accidental damage (Optional cover)

Where the schedule shows **You** benefit from **Accidental damage** cover, **We** will cover **You** against damage caused accidentally to the **Contents** during the **Period of Insurance**.

This does not include damage referred to under **Damage to contents in the buildings** above or any damage excluded under **What is not covered**.

What is covered continued

Maximum payment

The most **We** will pay under **Damage to contents in the buildings** and **Accidental damage** (where insured) above for:

a. **Contents** is the **Sum Insured**;
b. **Business Equipment** is £10,000 (which is included within the **Sum Insured** for **Contents**); or
c. theft from garages or outbuildings is;
   i. £750 for each bicycle; and
   ii. £5,000 for each incident (which is included within the **Sum Insured** for **Contents**),

unless a lower limit is shown in the schedule or the **Policy** documents.

Temporary accommodation and storage

We will pay the reasonable and necessary costs for temporary accommodation if during the **Period of Insurance**:

1. **Your Home** cannot be lived in because of damage covered under this section of the **Policy**; or
2. a. a local authority prevents **You** from living in the **Home** following an emergency evacuation; or
   b. **Your Home** cannot be lived in because of damage to a neighbouring property.
   We will only provide this cover if the damage would have been covered by this **Policy**.

We will also pay the costs of temporary storage for **Your** furniture and the cost of putting **Your** dogs or cats in kennels or a cattery.

The most **We** will pay for all temporary accommodation is 20% of the **Sum Insured** for **Contents**.

We will pay for up to 30 days' temporary accommodation following damage covered in paragraph 2. above.

What is covered continued

Office contents at your home

We will cover office contents owned by **Your** employer whilst at **Your Home** and which results from:

1. a cause listed in **Damage to contents in the buildings**; or
2. accidental damage where the schedule shows **You** benefit from Accidental damage cover.

We do not cover loss or damage that is covered under any other insurance.

The most **We** will pay is:
i. £2,500 any one item; and
ii. £5,000 in total in the **Period of Insurance**.

Damage to glass and mirrors

We will cover **You** against accidental damage caused to:

1. mirrors;
2. glass tops and fixed glass in furniture; and
3. ceramic hobs or tops forming part of a free-standing unit,

in **Your Home**.

What is covered continued

Electrical equipment

We will cover **You** against accidental loss or damage to:

1. a. satellite dishes and security equipment;
   b. televisions, radios and their aerials, fittings and masts;
   c. audio and video equipment; and
   d. personal computers; and
2. discs, such as CDs and DVDs and legal recordings and downloads damaged as a result of 1. above.

We do not cover accidental loss or damage to tablets, laptops or other small electronic devices, unless covered under:

a. the **Additional cover** for **Portable items**; or
b. where the schedule shows **You** benefit from **Accidental damage** cover.

The most **We** will pay under 2. above is £1,000.

Loss of oil, gas or metered water

We will cover **You** against the loss of oil, gas or metered water after:

1. accidental damage to the water or heating system in **Your Home**, including its grounds; or
2. as a result of damage covered under this section of the **Policy**.

Money

We will cover **You** against loss or damage caused to **Your Money** held for **Your** personal or charitable purposes:

1. anywhere in the **United Kingdom**; or
2. outside the **United Kingdom** for up to 90 days in total during the **Period of Insurance**.

The most **We** will pay is the corresponding **Sum Insured** shown in the schedule.

What is covered continued

Fridge and freezer contents	**We** will cover **You** against the cost of replacing the contents of the fridge and freezer in **Your Home** following loss or damage caused by: 1. a rise in temperature; or 2. contamination from cooling fluids, gases or fumes. **We** will also pay the reasonable costs of hiring a temporary replacement fridge or freezer.
Locks and keys	If during the **Period of Insurance**: a. **You** lose the keys to **Your Home** or to any safe or alarm at **Your Home**; or b. the keys to **Your Home** are stolen, **We** will cover the reasonable and necessary costs to gain access to **Your Home** and replace or repair the keys or locks. ! The most **We** will pay is £1,000 for each incident.
Gifts and family celebrations	**We** will automatically increase the **Sum Insured** for **Contents** by 20% for the period: 1. starting 30 days before; and 2. ending 30 days after, any family celebration, including weddings, civil partnerships and religious festivals, to cover gifts and additional items.

What is covered continued

Guests' belongings

We will cover damage to **Your** guests' **Personal Belongings** whilst at **Your Home** and which results from:

1. a cause listed in **Damage to contents in the buildings**; or
2. accidental damage.

We do not cover:

a. loss or damage that is covered under any other insurance; or
b. the **Personal Belongings** of any paying guest or tenant in **Your Home**.

The most **We** will pay is £2,500 in total for each incident.

Replacement warranties

If:

1. any item covered under this section of the **Policy** is lost or damaged beyond repair;
2. the loss or damage is covered by **Us**; and
3. at the time of loss or damage, **You** hold an extended warranty for the item,

We will pay for an equivalent extended warranty on the replacement item. **You** must give the original warranty to **Us**.

Liability as a tenant

We will cover **Your** legal liability as tenant for damage caused to **Buildings** and landlord's contents, which results from:

1. a cause listed in **Damage to contents in the buildings**; or
2. accident, where the schedule shows **You** benefit from **Accidental damage** cover;
3. Electrical equipment; Loss of oil, gas, or metered water; or Fridge and freezer contents as listed under What is covered in this section.

The most **We** will pay is 20% of the **Sum Insured** for **Contents** for each incident.

What is covered continued

Garden contents

We will cover **You** against loss or damage to **Garden equipment** and **Contents** while in the garden at **Your Home** which results from:

1. a cause listed in **Damage to contents in the buildings**; or
2. accident, where the schedule shows **You** benefit from **Accidental damage** cover.

This does not cover:

a. **Personal Belongings**, other than bicycles;
b. **Valuables**; or
c. loss or damage that would not be covered if it occurred in the **Buildings**.

The most **We** will pay is:

a. £750 for each bicycle; and
b. £2,500 for each incident.

Trees, plants and shrubs

We will cover **You** against loss or damage to **Your** trees, plants and shrubs by:

1. a cause listed in **Damage to contents in the buildings** above, other than storm or flood; or
2. accident, where the schedule shows **You** benefit from **Accidental damage** cover.

The most **We** will pay is:

a. £250 for each item; and
b. £2,500 in total for all claims during the **Period of Insurance**.

What is covered continued

Contents away from your home

We will cover **You** against loss or damage to **Contents** which results from:

1. a cause listed in **Damage to contents in the buildings**; or
2. accident, where the schedule shows **You** benefit from **Accidental damage** cover,

whilst the **Contents** are temporarily away from **Your Home** at:

a. a bank or safe deposit;
b. an occupied private home;
c. any building where **You** are living, employed or carrying out business; and
d. in transit to and from anywhere listed above.

The most **We** will pay under this cover is 20% of the **Sum Insured** for **Contents** for each incident.

The most **We** will pay for **Contents** in any student accommodation is £5,000 in total for all incidents during the **Period of Insurance**.

Medical equipment on loan

We will cover **You** against loss or damage to specialist medical equipment such as manual wheelchairs or shower chairs, that is loaned to **You** from a hospital, mobility shop or hire company based within the **United Kingdom** by:

1. a cause listed in **Damage to contents in the buildings** above; or
2. accident, where the schedule shows **You** benefit from **Accidental damage** cover.

We do not cover equipment that **You** are not legally responsible for under the loan agreement.

The most **We** will pay is £25,000 in total for all claims during the **Period of Insurance**.

Please check your schedule to see if you benefit from this cover.

What is covered continued

Contents in care homes or hospitals

We will cover damage to the contents of any of **Your** immediate family, which results from:

1. a cause listed in **Damage to contents in the buildings**; or
2. accidental damage.

whilst the contents are at:

a. a care home in which they are living; or
b. a hospital in which they are staying.

! The most **We** will pay is £1,000 for each incident and £5,000 for all incidents during the **Period of Insurance**.

Household removal

We will cover **You** against loss or damage to **Contents**, other than **Valuables**, whilst being permanently moved from **Your Home** to a new home in the **United Kingdom** and which results from:

1. a cause listed in **Damage to contents in the buildings**; or
2. accidental damage.

This includes overnight stops and furniture storage for up to 7 days in a furniture storage unit.

Title deeds

We will cover **You** against the necessary costs of preparing new title deeds to **Your Home** if:

1. the originals are lost or damaged whilst in **Your Home**, a bank or a safety deposit box; and
2. the loss or damage results from:
   a. a cause listed in **Damage to contents in the buildings**; or
   b. accident, where the schedule shows **You** benefit from **Accidental damage** cover.

Jury service

We will cover **Your** loss of earnings and travel expenses as a direct result of **You** being called for jury service during the **Period of Insurance**.

✗ **We** do not cover wages and salary recoverable under the **Legal expenses** section of this policy.

! The most **We** will pay is £50 per day, up to a maximum of £1,000.

What is covered continued

Death benefit

If **You** die within 3 months of:

1. a fire or accident in **Your Home**;
2. an accident whilst travelling as a fare-paying passenger on any road or rail vehicle within the **United Kingdom**; or
3. an assault anywhere within the **United Kingdom**,

occurring during the **Period of Insurance**, **We** will pay a benefit of £5,000 for each person within the definition of **You**.

The most **We** will pay is £10,000 for each incident.

Additional cover

Your schedule will show if this cover applies and the corresponding **Sum Insured**.

Portable items

We will cover **You** against loss or damage caused during the **Period of Insurance** to **Your Personal Belongings**, **Valuables** and clothing, occurring:

1. anywhere in the **United Kingdom**; or
2. outside the **United Kingdom** for up to 90 days in total during the **Period of Insurance**.

The most **We** will pay is the corresponding **Sum Insured** shown in the schedule.

What is not covered

The following exclusions apply in addition to the **General exclusions**.

We will not cover:

Unoccupied or unfurnished property

1. damage caused to any item in **Your Home** after it has been **Unoccupied** or **Unfurnished** for more than 60 days in a row. However, **We** will still cover damage caused by:
    a. fire, lightning, explosion, earthquake or smoke;
    b. **Subsidence**, **Heave** or **Landslip**;
    c. riot, civil commotion or any labour or political disturbance;
    d. any aircraft, flying object or items dropped from them;
    e. impact from any vehicle, train or animal;
    f. the accidental breaking or collapse of any satellite dish, aerial, wind turbine, solar panel or security equipment;
    g. falling trees, branches, telegraph poles, lamp posts or pylons; or
    h. accident, where the schedule shows **You** benefit from **Accidental damage** cover.

Water table

2. loss or damage caused by a change in the **Water Table**.

Exclusions relating to money

3. in respect of **Money**:
    a. any shortage caused by mistake;
    b. the loss in value of **Money**;
    c. losses due to confiscation by any government or public or local authority; or
    d. losses due to fraud.

What is not covered continued

Exclusions relating to portable items

4. under the **Additional cover** for **Portable items**, **We** do not cover:
   a. bicycles while racing;
   b. theft of unattended bicycles away from **Your Home** unless securely locked to a permanent object;
   c. musical instruments used professionally or semi-professionally;
   d. **Money** or credit or payment cards; or
   e. records, films, tapes, cassettes or discs, other than:
      i. if not recorded on, their value as unused material; or
      ii. if recorded on, the maker's current list price.

Theft away from your home

5. loss or damage caused by theft to items away from **Your Home**, unless force is used to get into or out of a building. This exclusion does not apply to the **Additional cover** for **Portable items**.

Theft from rented property

6. loss or damage caused by theft from **Your Home** whilst it is let or rented, unless force was used to get in or out.

Wear and tear

7. loss or damage caused by wear and tear (this happens naturally and is not covered by most policies). This exclusion will also apply to escape of water losses or damage caused by failed or inadequate grout or sealant.

Gradual causes

8. loss or damage caused by atmospheric conditions (other than storm or flood), rot, fungus, insects or any other gradual cause.

Breakdown

9. loss or damage caused by mechanical or electrical breakdown or failure.

What is not covered continued

Acts of paying guests and tenants	10. loss or damage caused by vandalism, theft or a malicious act by: a. **Your** paying guests; or b. **Your** tenant or **Your** tenant's guests.
Deception	11. loss or damage caused by deception, unless deception was used to gain access to **Your Home**.
Workmanship	12. loss or damage caused by faulty workmanship, design, specification or materials.
Cleaning	13. loss or damage caused by cleaning, dyeing or repairing.
Vermin	14. loss or damage caused by vermin.
Items in the open	15. loss or damage to any item left in the open unless specifically covered under **What is covered** or the **Additional cover** for **Portable items**.
Living creatures and plants	16. loss or damage to any living creature, tree, plant or shrub. This does not apply to the cover under **Trees, plants and shrubs**.

What is not covered continued

Exclusions relating to trees, plants and shrubs	17. loss or damage to trees, plants or shrubs caused by frost, weight of snow or animals.
Vehicles, craft & drones	18. loss or damage to **Motor Vehicles**, boats, caravans, aircraft, **Drones**, hovercraft and any trailers or accessories designed to be used with them such as satellite navigation devices and in-car camera recording devices.
Business items	19. loss or damage to property used for any trade, business or profession. This does not apply to **Business Equipment** used solely for clerical or administrative work.
Items in storage	20. loss or damage to any item in a furniture warehouse or commercial storage. This exclusion does not apply to the cover for **Household removal** or to the **Additional cover** for **Portable items**.
Landlord's fixtures	21. loss or damage to fixtures and fittings for which **Your** landlord is responsible.
Documents	22. loss or damage to securities or documents. This does not apply to the cover under **Title deeds**.
Other insurance	23. loss or damage to any item insured elsewhere.
Food deterioration	24. the deterioration of food. This exclusion does not apply to the cover for **Fridge and freezer contents**.

What is not covered continued

Exclusions relating to fridge and freezer contents	25. the deterioration of food caused by: a. **Your** failure to pay for the electricity or gas supply; or b. the deliberate interruption to **Your** electricity or gas supply by **Your** provider.
Exclusions relating to Accidental damage	26. in relation to any claim under the **Accidental damage** cover, loss or damage caused by **Your** paying guests.
Exclusions relating to temporary accommodation and storage	27. temporary accommodation and storage costs following damage: a. to glass and mirrors; or b. to locks.
Claims preparation costs	28. the costs of preparing a claim.

How we settle claims

For details of how to make a claim, please see **What to do if you need to make a claim** within the **General terms and conditions**.

Payment following damage

For loss or damage covered under this section of the **Policy**, **We** will pay the cost to repair or replace the item as new, up to the **Sum Insured**.

For clothes, **We** will deduct an amount for wear and tear.

Where **We** cannot repair or replace the item, **We** may pay **You** a cash amount for the loss or damage. If **We** can offer to repair or replace an item through a preferred supplier, **We** will not pay more than the amount **We** would have paid the supplier.

Where no equivalent replacement is available, **We** will pay the full replacement cost with no discount.

We will not pay any reduction in value of any property following repair or replacement under the **Policy**.

50% Undamaged items

We will pay 50% of the cost of replacing undamaged items which form part of:

1. a pair;
2. a set, collection or suite; or
3. a matching or uniform design, nature or colour,

with an item that has suffered from damage that is covered under this section of the **Policy**.

The most we will pay

The corresponding **Sum Insured** is the most **We** will pay for each claim. **We** will not reduce the **Sum Insured** following a claim, other than where a specified item has been completely lost or destroyed.

How we settle claims continued

Index linking	If **You** have chosen **Your** own **Sum Insured** for **Contents**, **Personal Belongings** or **Valuables**, **We** will adjust the **Sum Insured** monthly in line with the Consumer Durable Section of the Retail Price Index.
Inadequate sums insured (underinsurance)	! If **We** discover that the full cost of replacing the **Contents** is more than the **Sum Insured** the amount **We** will pay for any claim will be reduced in proportion to the amount of the underinsurance.

Conditions

The following conditions apply in addition to the **General exclusions**.

! **We** will not cover any loss or damage arising while **You** are not in compliance with these conditions. This does not apply if **You** can prove that the non-compliance had no impact on the loss.

Unattended vehicles	**You** must ensure that when any item is left in an unattended vehicle: 1. all windows, hoods, covers and sunroofs are securely closed; 2. the boot and all doors are locked; and 3. the item is concealed in a glove or luggage compartment or boot.
Fragile items during removal	When fragile items are being transported from **Your Home** to a new home, **You** must ensure they are packed by professional removal contractors.

Section 3 – Your liability to others

Please check your schedule to see if you benefit from this cover.

Definitions used in this section

Where these words appear in bold in this section of the **Policy**, they have the meaning shown below. Other defined words can be found in the **General definitions**:

Contents	Any of the following, which **You** own or are responsible for: 1. household goods; 2. furniture and furnishings; 3. clothing; 4. fixtures and fittings forming part of the **Buildings**, including those added by **You**, that **You** are legally responsible for; 5. **Personal Belongings**; 6. **Valuables**; and 7. **Business Equipment**. 'Contents' does not include **Money**.
Injury	Bodily or mental injury or illness, including death.
Motor Vehicles	Any electrically or mechanically propelled vehicle, other than: 1. vehicles solely used as domestic gardening equipment; 2. battery powered wheelchairs or mobility scooters; 3. electronically assisted bicycles that do not need to be licensed for road use and for which road tax is not payable; 4. golf trolleys or buggies controlled by someone on foot; and 5. toys and models controlled by someone on foot.
Property Damage	Loss of or damage to physical property.

Definitions used in this section continued

You/Your	1. The person(s) shown on the schedule as the 'policyholder'; and 2. the domestic partner and family of the person(s) above, who normally live with them at **Your Home**, including foster children.

What is covered

We will cover **Your** legal liability to pay damages to any other person for **Injury** or **Property Damage** occurring during the **Period of Insurance** in the **United Kingdom**, where **Your** liability arises as a result of:

Property owner's liability

1. a. **You** owning **Your Home**, including its grounds;
   b. any home **You** used to own, where **You** remain liable under:
      i. s.3 Defective Premises Act 1972; or
      ii. s.5 Defective Premises (Northern Ireland) Order 1975.

We do not provide this cover unless **Your Home** is covered by **Us** under the **Buildings** section of this **Policy**.

The most **We** will pay is £2,000,000 for each event.

What is covered continued

Occupier's liability

2. **Your** occupation of:
   a. **Your Home**;
   b. any buildings, caravan or boat hired to or borrowed by **You** and used as temporary accommodation;

We do not provide this cover unless **Your Contents** are covered by **Us** under the **Contents** section of this **Policy**.

The most **We** will pay is £2,000,000 for each event.

Liability to domestic staff

3. **Your** employment of any domestic staff.

We do not provide this cover unless **Your Contents** are covered by **Us** under the **Contents** section of this **Policy**.

The most **We** will pay is:
a. £5,000,000 for any event directly or indirectly due to **Terrorism**; or
b. £10,000,000 for any other event.

Personal liability

4. any other situation where **You** are liable in **Your** personal capacity.
   This includes cover for up to 90 days in total during the **Period of Insurance** outside the **United Kingdom**.

We do not provide this cover unless **Your Contents** are covered by **Us** under the **Contents** section of this **Policy**.

The most **We** will pay is £2,000,000 for each event.

What is covered continued

Unpaid damages

We will cover any damages awarded to **You** personally during the **Period of Insurance** by a court in the **United Kingdom**, if they have not been paid within 3 months of being due.

We will only do this if:

a. the incident giving rise to the loss, injury or damage took place during the **Period of Insurance**;
b. **We** would have covered **You** under this section of the **Policy** if **You** had caused the loss, injury or damage; and
c. the judgment is not subject to an appeal.

The most **We** will pay is £1,000,000 in total for all awards.

Costs and expenses

Where **We** have accepted a claim under this section of the **Policy**, **We** will cover:

1. any reasonable legal costs and expenses incurred with **Our** prior agreement to investigate, settle or defend the claim; and
2. claimant's costs and expenses recoverable from **You**.

These costs are included within the relevant limit for the corresponding claim.

What is not covered

The following exclusions apply in addition to the **General exclusions**.

	We will not cover:
Your own property	1. **Property Damage** to property which: a. belongs to **You**; or b. is held in **Your** care or is controlled by **You**.
Business activities	2. any liability arising from any trade, business or profession involving **You** or **Your** family.
Injury to you	3. **Injury** to **You** or **Your** family.
Vehicles and lifts	4. any liability arising from the use, ownership or operation of any: a. lift; b. **Motor Vehicles** or caravans (other than caravans hired to or borrowed by **You** as temporary accommodation); c. aircraft or flying object, including **Drones**; or d. watercraft, other than those that are: i. not mechanically propelled; ii. less than 5 metres in length; and iii. operated on inland waterways or within 3 miles of the coast.

What is not covered continued

Racing boats or bikes	5. any liability arising from the racing of any boat or bicycle.
Contractual liability	6. any liability arising from breach of contract, unless **You** would have been liable if the contract did not exist.
Fines	7. any liability for fines, penalties or damages designed to punish **You**.
Property not insured by us	8. any liability arising from the ownership, occupation or use of any land, building or other property not covered by **Us** under the **Buildings** or **Contents** sections of the **Policy**. This does not apply to **Your** liability: a. for defective premises under **Property owners' liability**, above; or b. arising from buildings, boats or caravans hired to or borrowed by **You** and used as temporary accommodation.
Transmitting diseases	9. any liability arising from the transmission of any infectious disease, virus or illness, including any variant of HIV or AIDS.
Dangerous dogs	10. any liability arising from any 'specially controlled dog' as defined under the Dangerous Dogs Act 1991.
Employees	11. any liability to any employee or anyone working for **You**, other than domestic staff.

How we settle claims

For details of how to make a claim, please see **What to do if you need to make a claim** within the **General terms and conditions**.

Maximum payment	**We** will pay up to the **Sum Insured** or, if less, the amount shown under **What is covered**.
Claims arising from the same event	All claims arising from the same accident, incident or event will be treated as one claim. **We** will only pay up to one **Sum Insured** for all such claims.

Section 4 – Home emergency

4. Home emergency

Please check your schedule to see if you benefit from this cover.

The cover under this section of the **Policy** has been arranged by **Us** together with **ARAG** Legal Expenses Insurance Company Limited (**ARAG**). **We** are responsible for paying claims under this section but **ARAG** manages all claim matters and correspondence for **Us**.

Making a claim	To make a claim under this section, please phone **ARAG** on the following 24 hour claims service number: **From the UK: 0345 268 8469** **From abroad: +44 (0)1452 875 922** To help **ARAG** check and improve their service standards, **ARAG** may record inbound and outbound calls.
How We can help	Before asking **ARAG** to help, please check that the problem is covered by this section of the **Policy**. It is important to contact **ARAG's** assistance centre as soon as possible after the emergency. The phone lines are always open. When **You** have given details of **Your** claim to **ARAG** and it has been accepted, **ARAG** will arrange for an approved contractor to help **You** as quickly as possible. **ARAG** will let **You** know what **You** need to do next. Please note that **ARAG's** normal service standards may be affected by bad weather and remote locations.
When We cannot help	If there is a situation that could cause serious damage to **Your Home**, please contact the emergency services immediately. If an emergency affects a service such as water or electricity, **You** should contact the supplier.

Instructing experts	**We** will only pay a claim where cover has been agreed. Please do not arrange a contractor yourself as **We** will not cover the cost. **We** will also not pay for any work which has not been authorised in advance by **ARAG**.
ARAG's details	**ARAG Head and Registered Office:** **ARAG Legal Expenses Insurance Company Limited** **Unit 4a,** **Greenway Court,** **Bedwas,** **Caerphilly** **CF83 8DW** 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 | ARAG Legal Expenses Insurance Company Limited, ARAG Parc, Greenway Court, Bedwas, Caerphilly, CF83 8DW | Registered in England and Wales | Company Number 103274 **Website: www.arag.co.uk**

Definitions used in this section

Where these words appear in bold in this section of the **Policy**, they have the meaning shown below. Other defined words can be found in the **General definitions**:

DAS **ARAG**	ARAG Legal Expenses Insurance Company Limited.

Definitions used in this section continued

Heating System	The main hot water or heating system in **Your Home**. This includes pipes that connect components of the system. It does not include: 1. cold water supply or drainage pipes; 2. non-domestic heating or hot water systems; or 3. any form of solar heating.
Home	Means the insured property as shown in the schedule, comprising private dwelling, garage and outbuildings used for domestic purposes in the **United Kingdom**.
Insured Event	Any of the events shown below as 'Insured events' under **What is covered**.
Plumbing and Drainage	The cold water supply and drainage system within the boundary of **Your Home**, for which **You** are legally responsible. This does not include: 1. pipes that **Your** water supply or sewerage company are responsible for; or 2. rainwater drains and soakaways.
Vermin	Rats, mice and wasp or hornet nests.
You/Your	1. The person(s) shown on the schedule as the 'policyholder'; and 2. the domestic partner and family of the person(s) above, who normally live with them, including foster children.

Please check your schedule to see if you benefit from this cover.

What is covered

Call out charges

1. This section covers **You** for **Insured Events** that are sudden, unexpected and require immediate corrective action to:
   a. prevent damage or further damage to **Your Home**;
   b. make **Your Home** safe or secure; or
   c. relieve unreasonable discomfort, risk or difficulty to **You**.

We will pay up to £1,000 (including VAT) in total for call out charges, labour costs, parts and materials for each **Insured Event** provided that the **Insured Event** happens during the **Period of Insurance** and within the **United Kingdom**.

This does not include any amount payable in respect of overnight accommodation – see below.

Overnight accommodation

2. If **Your Home** remains uninhabitable overnight following a covered **Insured Event**, **We** will pay for overnight accommodation on a room-only basis.

We will pay up to £250 (including VAT) for each incident.

Services that are not covered

3. Where this section does not cover the service **You** need, **ARAG** will try (at **Your** request) to arrange it at **Your** expense. **You** will have to agree terms with the supplier.

What is covered continued

What is covered

1. Roof damage	Any damage to the roof of **Your Home** where internal damage has been caused or is likely to be caused.
2. Plumbing and drainage	1. Damage to; or 2. blockage, breakage or flooding of, the **Plumbing and Drainage** at **Your Home**.
3. Main heating system	Sudden failure to the functioning of **Your Heating System**.
4. Domestic power supply	The failure of **Your Home's** domestic electricity or domestic gas supply, but not the mains supply.
5. Toilet unit	Impact damage to, or the failure of, a toilet bowl or cistern that results in the complete loss of function of: 1. the only toilet; or 2. all toilets, in **Your Home**.
6. Home security	Damage to, or the failure of, external doors, windows or locks, which leaves **Your Home** insecure.
7. Vermin	The sudden infestation of **Your Home** by **Vermin**, which prevents the use of the loft or any room in **Your Home**.

Please check your schedule to see if you benefit from this cover.

What is not covered

The following exclusions apply in addition to the **General exclusions**.

	We will not cover:
Prior incidents	1. any incident arising before the start of the **Period of Insurance**.
Unoccupied or unfurnished property	2. any incident where **Your Home** has been **Unoccupied** or **Unfurnished** for a continuous period of at least 60 days.
Failure to follow instructions	3. any claim where **You** have failed to follow any instructions given to **You** by **ARAG**.
Non-attendance	4. any costs incurred where **ARAG's** contractor has attended **Your Home** as agreed, but nobody aged 18 or over was at **Your Home**.
Unapproved costs	5. any costs incurred: a. before **You** notified **ARAG** of the **Insured Event**; or b. without **ARAG's** agreement.
Deliberate acts	6. any claim arising from any deliberate act or omission by **You**.
Maintenance and wear & tear	7. a. normal day-to-day maintenance, such as servicing of heating and hot water systems; or b. the replacement of parts due to wear and tear.

What is not covered continued

Parts under warranty	8. any parts or labour costs that are covered under any guarantee or warranty from the manufacturer, installer or supplier.
Faulty installation or design	9. any claim arising from the: a. incorrect installation, repair, modification or maintenance of any equipment or facilities; or b. faulty design of any equipment or facilities that renders it inadequate or unfit for use.
Access and reinstatement	10. any damage caused from gaining access to, or reinstating the fabric of, **Your Home**.
Interruption to services	11. any claim arising from: a. the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply; or b. **Your** failure to buy or provide enough gas, electricity or other fuel.
Damage to outdoor items	12. any damage to boundary walls, gates, hedges or fences.
Septic tanks	13. any claim arising from the malfunction or blockage of septic tanks, cess pits or fuel tanks.
Subsidence, landslip or heave	14. any claim arising from **Subsidence**, **Landslip** or **Heave**.

Conditions

Looking after your home and minimising loss

1. **You** must:
   a. keep to the terms and conditions of the **Policy**;
   b. i. maintain **Your Home** in a reasonable condition;
      ii. inspect services and fittings in accordance with the manufacturers' instructions; and
      iii. complete any necessary maintenance to the structure of **Your Home**;
   c. try to prevent anything happening that may cause a claim;
   d. take reasonable steps to keep any amounts **We** might have to pay as low as possible.

ARAG's service

2. **ARAG** will make every effort to provide the service at all times. **ARAG** will not be responsible for any liability arising from a breakdown of the service for reasons it cannot control.

Section 5 – Legal expenses

To ensure an expert service, the cover under this section of the **Policy** has been arranged by **Us** together with **ARAG** Legal Expenses Insurance Company Limited (**ARAG**).

We are responsible for paying claims under this section but **ARAG** manages all claim matters and correspondence for **Us**.

Legal advice	If **You** want to speak to **ARAG** about a legal problem, or to make a claim, please call: From the UK: **0345 268 9124** From abroad: **+44 (0)1452 875 925** **ARAG** will ask **You** about **Your** legal issue and, if necessary, will call back to give **You** legal advice. To help **ARAG** check and improve their service standards, **ARAG** may record inbound and outbound calls. **ARAG** provide confidential advice over the phone on any personal legal issue, under the laws of the United Kingdom, any European Union country, the Isle of Man, Channel Islands, Switzerland and Norway. Advice about the law in England and Wales is available 24 hours a day, 7 days a week. Legal advice for the other countries is available Monday to Friday from 9.00 am to 5.00 pm (other than public holidays). If **You** call outside these times, a message will be taken and a return call arranged within the operating hours. **ARAG** cannot accept responsibility if the helpline services are unavailable for reasons **ARAG** cannot control.

Making a claim

If **Your** legal issue cannot be dealt with through legal advice and needs to be dealt with as a potential claim under the **Policy**, **ARAG** will give **You** a reference number.

Please note that the reference number does not necessarily mean the claim is covered. **ARAG** will pass the matter to its claims handling team and tell **You** what happens next.

When making a claim, **You** must:

1. inform **ARAG** as soon as possible and in accordance with the **Making a claim** condition set out in the **Important information** at the start of the **Policy**;
2. give **ARAG** copies of all proofs, evidence and other information it asks for.

Instructing experts

Please do not ask for help from a solicitor or accountant before **ARAG** has agreed their appointment. If **You** do, **We** will not pay the costs involved even if the claim is accepted.

ARAG's details

ARAG Head and Registered Office:

ARAG Legal Expenses Insurance Company Limited
Unit 4a,
Greenway Court,
Bedwas,
Caerphilly
CF83 8DW

Registered in England and Wales, Company Number 103274, 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.

Website: www.arag.co.uk

Definitions used in this section

Where these words appear in bold in this section of the **Policy**, they have the meaning shown below. Other defined words can be found in the **General definitions**:

ARAG	ARAG Legal Expenses Insurance Company Limited.
ARAG Terms	The terms and conditions (including the amount **We** pay to a **Representative**) that apply to the relevant type of claim. Depending on the circumstances, this could include a conditional fee agreement ('No Win, No Fee'). Where a law firm is acting as a **Representative** the amount is currently £100 per hour. This amount may vary from time to time.
Costs and Expenses	1. All reasonable and necessary costs chargeable by the **Representative** and agreed by **Us** in accordance with the **ARAG Terms**; and 2. The costs incurred by opponents in any civil case that: a. **You** have been ordered to pay; or b. **You** pay them with the agreement of **ARAG**.
Covered Countries	1. For insured incidents **2. Contract disputes** and **3. Personal injury**, the European Union, the **United Kingdom**, Albania, Andorra, Bosnia Herzegovina, Croatia, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey; 2. for all other insured incidents, the **United Kingdom**.

Please check your schedule to see if you benefit from this cover.

Definitions used in this section continued

Occurrence Date	1. For civil cases, the date of the event which leads to a claim. If there is more than one event arising at different times from the same originating cause, the **Occurrence Date** is the date of the first of these events. (This is the date the event happened, which may be before the date **You** first become aware of it); 2. for criminal cases, the date when **You** began, or it is alleged **You** began, to break the law; or 3. for insured incident **6. Tax protection**, the date when HM Revenue & Customs first notifies **You** in writing of its intention to make an enquiry.
Preferred Law Firm	A law firm or barrister's chambers **ARAG** choose to provide legal services. They are appointed in accordance with the **ARAG Terms**. These legal specialists are chosen as they have the proven expertise to deal with **Your** claim and must comply with **ARAG's** agreed service standard levels, which are audited regularly.
Reasonable Prospects	For civil cases, the prospects that **You** will: 1. recover losses or obtain any other remedy **ARAG** has agreed to (including an enforcement of a judgement); 2. make a successful defence; or 3. make a successful appeal or defence of an appeal, must be at least 51%. **ARAG** or a **Preferred Law Firm** will assess whether there are **Reasonable Prospects**.
Representative	The **Preferred Law Firm**, law firm, accountant or other suitably qualified person appointed by **ARAG** to act on **Your** behalf.
You/Your	1. The person(s) shown on the schedule as the 'policyholder'; and 2. the domestic partner and family of the person(s) above, who normally live with them, including foster children.

What is covered

What we cover

We will provide the cover set out in this section of the **Policy**, provided that:

1. **Reasonable Prospects** exist for the duration of the claim;
2. the **Occurrence Date** for the insured incident is during the **Period of Insurance**;
3. any legal proceedings will be dealt with by a court, or other body agreed by **ARAG**, within the **Covered Countries**; and
4. the insured incident happens in the **Covered Countries**.

What we pay

We will pay a **Representative** on **Your** behalf, **Costs and Expenses** incurred following an insured incident, provided that:

a. for any appeal or the defence of an appeal, **You** must tell **ARAG** that **You** want to appeal within the time limits allowed. **We** will only pay **Costs and Expenses** for an appeal that has **Reasonable Prospects**;
b. for an enforcement of judgement to recover money and interest due to **You** after a successful claim under this section of the **Policy**, **We** must agree that **Reasonable Prospects** exist;
c. where an award of damages is the only legal remedy to a dispute and the cost of pursuing legal action is likely to be more than any award of damages, the most **We** will pay in **Costs and Expenses** is the value of the likely award.

The most **We** will pay is:

a. £50,000 for all claims resulting from one or more event arising at the same time or from the same originating cause;
b. no more than the amount **We** would have paid to a **Preferred Law Firm**. The amount **We** will pay a law firm (where acting as a **Representative**) is currently £100 per hour. This amount may vary from time to time. If **You** decide not to use the services of a **Preferred Law Firm**, **You** will be responsible for any costs that fall outside the **ARAG Terms** and these will not be paid by **Us**.

Insured incidents

1. Employment disputes

A dispute relating to **Your** contract of employment.

We will not cover:

a. employer's disciplinary hearings or internal grievance procedures;
b. any claim relating solely to personal injury; or
c. a claim relating to a settlement agreement when **You** are still employed.

2. Contract disputes

1. A dispute arising from an agreement or alleged agreement entered into by **You** in a personal capacity for:
   a. buying or hiring goods or services; or
   b. selling goods; or
2. a dispute or misrepresentation arising from an agreement or alleged agreement entered into by **You** in a personal capacity for the buying or selling of **Your** main **Home**,

provided the agreement was entered into during the **Period of Insurance**.

We will not cover any claim relating to:

a. construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 (including VAT);
b. the settlement payable under any insurance policy (**We** will cover a dispute if **Your** insurer refuses **Your** claim, but not for a dispute over the amount of the claim);
c. a dispute over the sale, purchase, terms of lease, licence or tenancy of land or buildings. However, **We** will cover a dispute with a professional advisor in connection with these matters;
d. a dispute arising from any loan, pension, investment or borrowing;
e. a motor vehicle hired or leased to **You**; or
f. any dispute where the amount in dispute is £100 or less (including VAT).

Insured incidents continued

3. Personal injury

A specific or sudden accident that causes death or bodily injury to **You**.

We will not cover any claim relating to:

a. illness or injury that happens gradually;
b. mental illness or psychological injury, unless the condition follows a specific or sudden accident that caused physical bodily injury to **You**;
c. clinical negligence; (please refer to insured incident **4. Clinical negligence**) or
d. defending **Your** legal rights, other than defending a counter-claim.

4. Clinical negligence

An identified negligent:

1. act of surgery; or
2. clinical or medical procedure,

that causes death or bodily injury to **You**.

We will not cover any claim relating to:

a. the actual or alleged failure to correctly diagnose **Your** condition; or
b. mental illness or psychological injury that is not associated with **You** having suffered physical bodily injury.

Insured incidents continued

5. Property protection

A civil dispute relating to material property **You** own or are responsible for (including **Your Home**), following:

1. an event which causes physical damage to such property as long as the amount in dispute is more than £100;
2. a legal nuisance. This means any unlawful interference with **Your** use or enjoyment of **Your** land, or some right over or in connection with it; or
3. a trespass.

Please note **You** must have, or there must be **Reasonable Prospects** of establishing **You** have, the legal ownership or right to the land or personal possessions that are the subject of the dispute.

We will not cover any claim relating to:

a. a contract entered into by **You**;
b. any building or land other than **Your Home**;
c. someone legally taking **Your** material property from **You**, whether **You** are offered money or not, or restrictions or controls placed on **Your** material property by any government or public or local authority;
d. work done by, or on behalf of, any governmental or public or local authority. This does not apply to any claim for accidental physical damage;
e. mining subsidence;
f. adverse possession. This means the occupation of any land or building either by someone trying to take possession from **You** or of which **You** are trying to take possession;
g. the enforcement of a covenant by or against **You**; or
h. the defence of a claim against **You** following an event which causes physical damage to material property. **We** will still cover claims made by **You** against others, or the defence of a counter-claim.

For claims arising from legal nuisance or trespass, **You** must pay the first £250 of any claim. If **You** are using a **Preferred Law Firm**, **You** will be asked to pay this within 21 days of **Your** claim having been assessed as having **Reasonable Prospects**. If **You** are using **Your** own law firm, this will be within 21 days of their appointment (following confirmation **Your** claim has **Reasonable Prospects**). If **You** do not pay this amount the cover for **Your** claim could be withdrawn.

Insured incidents continued

6. Tax protection

A comprehensive examination by HM Revenue & Customs that considers all areas of **Your** self-assessment return.

We will not cover:

a. an examination into only one or more specific areas of **Your** self-assessment return;
b. any claim if **You** are self-employed, a sole trader or in a business partnership; or
c. any investigation or enquiry by HM Revenue & Customs Specialist Investigations or the HM Revenue & Customs Prosecution Office.

7. Jury service and court attendance

Your absence from work to:

1. attend any court or tribunal at the request of the **Representative**; or
2. perform jury service.

We will pay up to **Your** net salary or wages for the time **You** are absent from work, less any amount the court gives **You**.

Insured incidents continued

8. Legal defence

Costs and Expenses to defend **Your** legal rights:

1. if an event arising from **Your** work as an employee leads to:
   a. **You** being prosecuted in a criminal court; or
   b. civil action being taken against **You** under:
      i. any discrimination legislation; or
      ii. data protection legislation; or
2. if an event leads to **Your** prosecution for an offence connected with the use or driving of a motor vehicle.

We will not cover any claim relating to:

a. parking or obstruction offences;
b. the driving of a motor vehicle by **You** for which **You** do not have valid motor insurance; or
c. any claim resulting from hacking (unauthorised access) or other type of cyber attack affecting stored personal data.

Please check your schedule to see if you benefit from this cover.

What is not covered

The following exclusions apply in addition to the **General exclusions**.

	We will not cover:
Late notification	1. any claim where **You** have failed to notify **ARAG** of the insured incident within a reasonable time, and where: a. **Your** failure adversely affects the **Reasonable Prospects** of the claim; or b. **ARAG** considers its position has been prejudiced as a result.
Unapproved costs	2. **Costs and Expenses** incurred before the claim is accepted by **ARAG** in writing.
Fines and penalties	3. fines, penalties, compensation or damages that a court or other authority orders **You** to pay.
Unapproved legal action	4. any action **You** take that has not been approved by **ARAG** or the **Representative**, or where **You** do anything that hinders **ARAG** or the **Representative**.
Damage to reputation	5. any claim relating to written or verbal remarks that damage **Your** reputation.
Disputes with ARAG	6. any dispute with **ARAG** or **Us**, not already dealt with by condition **10. Disagreements**.
Judicial Review	7. **Costs and Expenses** arising from or relating to judicial review..

Conditions

Appointing a representative

1. a. On receiving a claim, if legal representation is necessary, **ARAG** will appoint a **Preferred Law Firm** as **Your Representative** to deal with **Your** claim. They will try to settle the claim by negotiation without having to go to court.
   b. If:
      i. the **Preferred Law Firm** cannot negotiate a settlement and it is necessary to go to court and legal proceedings are issued; or
      ii. there is a conflict of interest,

   You may choose a law firm to act as **Your Representative**.
   c. If **You** choose a **Representative** that is not a **Preferred Law Firm**, **ARAG** will give **Your** choice of law firm the opportunity to act on the same terms as a **Preferred Law Firm**. If they refuse to act on that basis, **We** will only pay the amount **We** would have paid to a **Preferred Law Firm**. The amount **We** will pay a law firm (where acting as the **Representative**) is currently £100 per hour. This amount may vary from time to time.
   d. The **Representative** must co-operate with **ARAG** at all times.

Co-operation and instructions

2. **You** must:
   a. co-operate fully with **ARAG** and the **Representative**; and
   b. give the **Representative** any instructions **ARAG** asks **You** to.

Offers and settlement

3. a. **You** must tell **ARAG** if anyone tries to settle a claim.
   b. **You** must not negotiate or agree to a settlement without the written agreement of **ARAG**.
   c. If **You** do not accept a reasonable offer to settle a claim, **We** can refuse to pay any further **Costs and Expenses**.
   d. **We** may decide to pay **You** the reasonable value of **Your** claim instead of starting or continuing legal action. If **We** do this, **You** must allow **ARAG** to take over, pursue and settle any claim in **Your** name. **You** must allow **ARAG** to pursue, at **Our** expense and for **Our** benefit, any claim for compensation against any other person. **You** must give **ARAG** all the information and help it needs to do this.

Conditions continued

Costs and expenses

4. **You** must:
   a. instruct the **Representative** to have **Costs and Expenses** taxed, assessed or audited if **ARAG** asks for this;
   b. take every step to recover **Costs and Expenses**, court attendance and jury service expenses that **We** have to pay; and
   c. pay to **Us** any **Costs and Expenses** that are recovered.

Dealings with the representative

5. If:
   a. the **Representative** refuses to continue acting for **You** for good reason; or
   b. **You** dismiss the **Representative** for no good reason,

   all cover for that claim will end immediately, unless **ARAG** agrees to appoint another **Representative**.

Inappropriate instructions

6. If **You**:
   a. settle or withdraw a claim without the agreement of **ARAG**; or
   b. do not give suitable instructions to the **Representative**,

   We can withdraw cover and reclaim any **Costs and Expenses We** have paid.

Expert opinion

7. **ARAG** may require **You** to get, at **Your** expense, an opinion from an expert that **ARAG** considers appropriate on the merits of the claim or proceedings, or on a legal principle. The expert must be approved in advance by **ARAG** and the cost agreed in writing between **You** and **ARAG**. **We** will then pay the cost if the opinion indicates it is more likely than not that **You** will recover damages, obtain the remedy **ARAG** has agreed to or make a successful defence.

Conditions continued

Other obligations

8. **You** must:
   a. keep to the terms of this section;
   b. take reasonable steps to avoid claims;
   c. take reasonable steps to avoid incurring unnecessary costs;
   d. send everything **ARAG** asks for in writing; and
   e. report to **ARAG** full and factual details of any claim as soon as possible and give **ARAG** anything it needs.

Permission

9. Anyone bringing a claim under this section must have the agreement of the person named as the insured on the **Policy** schedule.

Disagreements

10. If there is a disagreement between **You** and **Us** about the handling of a claim and it is not resolved through **Our** internal complaints procedure **You** can contact the Financial Ombudsman Service for help. This is a free arbitration service for eligible consumers, small businesses, charities and trusts.
(Details available from **www.financial-ombudsman.org.uk**)

    If **Your** dispute is not covered by the Financial Ombudsman Service there is a separate arbitration process available. The arbitrator will be a barrister, solicitor or other suitably qualified person chosen jointly by **You** and **Us**. If there is a disagreement over the choice of arbitrator, **We** will ask the Chartered Institute of Arbitrators to decide. The arbitrator will decide who will pay the costs of the arbitration. For example, costs may be split between **You** and **Us** or may be paid by either **You** or **Us**.

ARAG Data Protection

In addition to any other data processing notice provided in relation to this policy, data under this policy will be processed by ARAG Legal Expenses Insurance Company Ltd (ARAG). When you purchase and use this policy, ARAG will process personal information about you, and anyone else whose details are provided to them to provide you with a service or a claim.

ARAG will process your personal information in accordance with their Privacy Notice. You can find their Privacy Notice online at **www.arag.co.uk/privacy.** Alternatively, you can make a request for a printed copy to be sent to you by contacting **dataprotection@arag.co.uk**.

General information

How we use your data

Your privacy is important to us. We will process your personal data in accordance with data protection laws.

Ecclesiastical Insurance Office plc ("**we**", "**us**", "**our**") is the data controller in respect of any personal data which you provide to us or which we hold about you and any personal data which is processed in connection with the services we provide to you.

Where you provide us with personal data about a person other than yourself (such as a dependant or named person under a policy), you must inform them that you are providing their personal data to us and refer them to this notice.

To provide our insurance related services, we will collect and process your personal data such as your name, contact details, financial information and any information which is relevant to the insurance policy we are providing. In order to provide your insurance policy or when making a claim, we may also need to collect or process 'special categories of personal data' such as information relating to your health or criminal convictions or information which is likely to reveal your religious beliefs.

We process your personal data for the purposes of offering and carrying out insurance related services to you or to an organisation or other persons which you represent. Your personal data is also used for business purposes such as fraud prevention, business management, systems development and carrying out statistical and strategic analysis.

Providing our services will involve sharing your personal data with, and obtaining information about you from, our group companies and third parties such as brokers, loss adjusters, credit reference agencies, fraud prevention agencies, our service providers and professional advisors, or business partners and our regulators.

In some circumstances we may transfer your personal data to countries outside of the European Economic Area. We will put appropriate safeguards in place to ensure that your personal data is protected.

Where we have your consent, we may market our services to you or provide your personal data to our related companies or business partners for marketing purposes. You can opt out of marketing communications at any time by clicking on the link at the bottom of any email or by contacting us.

Fraud Prevention

We need to carry out fraud and anti-money laundering checks, and this will involve sharing your personal data (such as your name, contact details and financial information) with credit reference and fraud prevention organisations such as the Claims and Underwriting Exchange, run by MIB. If you make a claim, we will share your personal data (to the extent necessary) with other companies including other insurers and anti-fraud organisations to prevent fraud. For the purposes of deciding whether to accept and pay a claim or any part of it, we may appoint loss adjusters or external investigation services to act on our behalf.

If false or inaccurate information is provided and fraud is identified, your personal data will be passed to fraud prevention agencies including the Insurance Fraud Register, run by the Insurance Fraud Bureau. Law enforcement agencies may access and use this information.

Please note that when carrying out any fraud prevention activities, we may need to process your special categories of data such as criminal offence information and share it with fraud prevention agencies.

Further Information

For further information on how your personal data is used and your rights in relation to your personal data please refer to our Privacy Policy at www.ecclesiastical.com/privacypolicy or contact our Data Protection Officer at Benefact House, 2000 Pioneer Avenue, Gloucester Business Park, Brockworth, Gloucester, GL3 4AW, United Kingdom or on **0345 6073274** or email compliance@ecclesiastical.com.

Financial Services Compensation Scheme (FSCS)

What is the FSCS?

The Financial Services Compensation Scheme is an independent body, set up by the Government, which gives you your money back if a financial services provider cannot meet its obligations. This includes all insurance companies regulated by the FCA.

You may be entitled to compensation from the FSCS if we are unable to meet our obligations under this policy.

Please note that the FSCS can only help if we are no longer trading.

Contacting the FSCS

The FSCS can be contacted at:

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

Phone: **0207 741 4100** or **0800 678 1100**
Fax: **0207 741 4101**
Email: **enquiries@fscs.org.uk**

About us

This contract of insurance is underwritten by Ecclesiastical Insurance Office plc.

Our FCA register number is 113848

Our permitted business is general insurance

You can check our details on the FCA Register at any time by visiting the FCA's website:

www.fca.org.uk/register

or by contacting the FCA on 0800 111 6768

If you would like this booklet in large print, braille, audio or e-text please call us on **0345 777 3322**. You can also tell us if you would like to always receive literature in another format.

Benefact House, 2000 Pioneer Avenue,
Gloucester Business Park, Brockworth,
Gloucester, GL3 4AW, United Kingdom

ecclesiastical

Proudly part of the BENEFACT GROUP

ME1016 1 09/25