

# POLICY TERMS & CONDITIONS



## **HOMECARE BUILDINGS & CONTENTS**

INSURANCE FOR OWNER OCCUPIERS

# Home Insurance Policy

## Welcome!

### Thank you for choosing Discount Insurance to provide your Home Insurance

This is **your home** insurance policy booklet, setting out **your** insurance protection in detail. The policy booklet must be read together with the policy **certificate** and statement of facts as one document. It is an important document so **you** should keep it somewhere safe – **you** will need it if **you** need to make a claim.

Please read it carefully to make sure that it meets **your** requirements and that the details on the policy **certificate** and statement of facts are correct.

**Your** premium has been based upon the information shown in the policy **certificate** and recorded in **your** statement of facts.

If after reading **your** policy booklet **you** have any questions, any details are incorrect or the policy does not provide the cover **you** need then **you** must contact **your** insurance adviser immediately.

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

This policy is arranged by Discount Insurance, a trading style of Home & Travel Ltd, through RGA Underwriting Ltd. Section 1, 2 and 3 of this policy is provided by e-Underwriting a trading name of OIM Underwriting Limited acting as agent on behalf of a select panel of UK leading Insurers. The **insurer** that is providing **your** e-Underwriting **home** insurance policy can be found in **your** policy **certificate**. Section 4: Family Legal Expenses Insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by Inter Partner Assistance SA, on whose behalf we act. Section 5: Home Emergency Protect is underwritten by UK general Insurance Limited on behalf of Ageas Insurance Limited.

## Useful Telephone Numbers

### How to make a claim

If **you** need to make a claim, please contact **us** straightaway by calling the telephone number printed on **your** policy **certificate** and have **your** policy number to hand when calling. **Your** policy number appears on the top of **your** policy **certificate** and **your** statement of facts.

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

## Your Policy Booklet

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

## Contents

• Important Information	3
• Policy Definitions	6
• Section 1 - Buildings	9
• Section 2 - Contents	14
• Section 3 - Personal Possessions	20
• Section 4 - Family Legal Expenses Insurance	22
• Section 5 - Home Emergency Protect	29
• Policy Conditions	37
• Policy Exclusions	39

# Important Information

## The contract of insurance

This policy is a contract of insurance between **you** and **us**. The following elements form the contract of insurance between **you** and **us**, please read them and keep them safe:

- **your** policy booklet
- information contained on **your** statement of facts document issued by **us**
- **your certificate** and any endorsements shown on it
- any changes to **your home** insurance policy contained in notices issued by **us** at renewal.

In return for **you** paying **your** premium, **we** will provide cover shown in **your certificate** on the terms and conditions of this policy booklet during the **period of insurance**.

**Our** provision of insurance under this policy is conditional upon **you** observing and fulfilling the terms, provisions, conditions and clauses of this policy booklet.

## Information and changes we need to know about

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

Please tell **your** insurance adviser to let **us** know if there are any changes to the information set out in the statement of fact or on **your certificate**. **You** must also tell **us** about the following if they represent a change or a fact **you** have not already told **us** about:

- any intended alteration to, extension to or renovation of **your** property. However **you** do not need to tell **us** about internal alterations to **your** property unless **you** are creating an additional **bedroom**
- any change to the people insured, or to be insured
- any change or addition to the **contents** of the property to be insured that results in the need to increase the amounts or the limits that are shown on **your policy certificate**
- if **your** property is to be lent, let, sub-let, or used for business purposes (other than clerical work)
- if **your** property is to be **unoccupied** for any continuous period exceeding 30 days, or
- if any member of **your** household or any person to be insured on this policy is charged with, or convicted of a criminal offence (other than motoring offences).

If **you** are in any doubt, please contact **your** insurance adviser.

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

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

- **we** may cancel **your** policy and refuse to pay any claim. or
- **we** may not pay any claim in full, or
- **we** may revise the premium and/or change any **excess**, or
- the extent of the cover may be affected.

## Choice of Law

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

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

## Use of Language

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

## Customers with disabilities

This policy and other associated documentation are also available in large print, audio and Braille. If **you** require any of these formats, in the first instance please contact **your** insurance adviser.

## Your right to cancel

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

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

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

If **your** request for cancellation is received after the inception (starting) date of the policy, **you** will be entitled to a refund of any premium **you** have paid, less a deduction for the time **you** have been on cover. This will be calculated in proportion to the period for which **you** have received cover, provided that no claims have been paid or are outstanding during the **period of insurance**.

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

To exercise **your** right to cancel please contact **your** insurance adviser.

For **your** cancellation rights outside the statutory cooling off period, please refer to the policy Conditions Section of **your** policy booklet

## What to do if you have a complaint

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

## Making a complaint

You can make **your** complaint verbally or in writing to:

The Chief Risk Officer  
The Walbrook Building  
25 Walbrook  
London  
EC4N 8AW  
Telephone No.: 020 7204 6000  
Fax No.: 020 7204 6012  
Email: Compliance\_Team.UK@ajg.com

## What happens if you complain

1. **We** will acknowledge **your** complaint within 5 working days of receipt.
2. **We** aim to resolve complaints as soon as possible and within 20 working days.
3. Once **we** have assessed and fully investigated **your** complaint **we** will respond to **you** with **our** decision.

Most of **our** customers' concerns can be resolved quickly, but occasionally more detailed enquiries are needed. If this occurs, **we** will contact **you** with an update and advise the date by which **we** expect to be able to provide **you** with a full response and **our** decision. **We** will keep **you** fully informed throughout the complaints process but if **you** have any concerns or queries **you** may contact **us** at any time.

## What You should do if you remain dissatisfied after making a complaint

If **you** are unhappy with the decision **we** reach about **your** complaint or with the way **we** handle it, **you** may refer the matter to the Financial Ombudsman Service (FOS).

**We** will provide **you** with information on referring **your** complaint to the FOS when **we** advise **you** of **our** decision on **your** complaint or 40 working days after **we** have received **your** complaint, whichever occurs first.

## Financial Services Compensation Scheme

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

## How much cover do you need?

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

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

For **contents** and **personal possessions** the value must represent the full cost of replacing all the property at current replacement value, other than clothing and linen where **we** may make a deduction for wear and tear and the resultant loss in value.

The maximum amount that **we** will pay in the event of a claim is the **sum insured** so it is very important that **you** insure **your** property for the full amount of its value.

## Property maintenance

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

## Extreme weather and storms

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

If **you** are claiming for storm damage **we** will ask **you** to provide **us** with the date of the damage and show **us** how the conditions caused the damage to the **home**. **We** may appoint a specialist to inspect the **home** or ask **you** to provide **us** with a report by **your** appointed contractor.

## Contracts (Rights of Third Parties) Act 1999

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

## Data Protection Act

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

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

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

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

# Policy Definitions

Wherever the following words or phrases appear in this policy they will have the meanings defined below. A defined word will be printed in bold (e.g **you**).

## Accidental Damage

---

Damage caused suddenly and unexpectedly by an outside force.

## Bedroom

---

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

## Bodily injury

---

Bodily injury includes death or disease.

## British Isles

---

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

## Buildings

---

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

that **you** own or for which **you** are legally responsible within the address named in the **certificate**.

## Business Equipment

---

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

## Certificate

---

The **certificate** forms part of this policy and contains details of the **home**, the **sums insured**, the **period of insurance** and the sections of this insurance which apply.

## Contents

---

Household goods and personal property, within the **home**, which are **your** property or which **you** are legally responsible for.

This includes:

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

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

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

---

**Credit cards**

---

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

---

**Downloads**

---

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

---

**Endorsement**

---

A change in the terms and conditions of this insurance.

---

**Excess / Excesses**

---

The amount **you** will have to pay towards each separate claim.

The details of **your excess** will be shown on the **certificate**.

---

**Heave**

---

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

---

**Home**

---

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

---

**Landslip**

---

Movement of land down a slope.

---

**Money**

---

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

- (a) postage stamps not forming part of a stamp collection
- (b) savings stamps and savings certificates, travellers' cheques
- (c) premium bonds, luncheon vouchers and gift tokens
- (d) all held for private or domestic purposes.

---

**Period of Insurance**

---

The length of time for which this policy is in force, as shown in the **certificate**, and for which **you** have paid and **we** have accepted a premium.

Each renewal represents the start of a new period of insurance.

---

**Personal Possessions**

---

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

Personal possessions does NOT include:

- a. **money** and **credit cards**;
- b. unspecified pedal cycles up to £500 in value either individual cycles or collectively. Pedal cycles in **excess** of £500 must be specified.

---

**Sanitary ware**

---

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

---

**Settlement**

---

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

---

**Standard Construction**

---

Built of brick, stone or concrete and roofed with slates, tiles, or asphalt.



### **Subsidence**

---

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

### **Sum Insured**

---

The amount shown on the **certificate** as the most **we** will pay for claims resulting from one incident unless otherwise stated in this policy booklet or the **certificate**.

### **Unfurnished**

---

Not furnished adequately for normal living purposes.

### **Unoccupied**

---

Not lived in by **you** (or by any other person to whom **you** have given **your** permission) for 30 consecutive days.

### **Valuables**

---

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

Unless otherwise specified in the **certificate** the maximum that **we** will pay in respect of valuables is as follows:

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

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

### **We / Us / Our / Insurer(s)**

---

The insurer(s) whose identity is stated in the Identity of insurer(s) **endorsement** on the **certificate**.

### **You / Your / The Policyholder**

---

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

# Section 1: Buildings

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

## A Cover

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

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

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

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

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

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

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

- a. to swimming pools;
- b. while the **buildings** are **unfurnished**;
- c. while the **buildings** are **unoccupied**;
- d. caused by the failure or lack of grout and/or sealant.
5. escape of oil from a fixed domestic oil-fired heating installation or smoke damage caused by a fault in any fixed domestic heating installation;

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

- a. due to wear and tear or any anything that happens gradually;
- b. to domestic fixed fuel-oil tanks;
- c. caused by faulty workmanship;
- d. while the **buildings** are **unfurnished**;
- e. while the **buildings** are **unoccupied**.
6. theft or attempted theft;

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

- a. while the **buildings** are **unfurnished**;
- b. while the **home** is lent, let or sublet unless there is physical evidence of violent and forcible entry;
- c. while the **buildings** are **unoccupied**;
- d. caused by **you**, paying guests or tenants.
7. collision by any vehicle or animal;

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

- a. caused by domestic pets.
8. (i) riot, civil unrest, strikes and labour or political disturbances;

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

- a. while the **buildings** are **unfurnished**;
- b. while the **buildings** are **unoccupied**.

(ii) malicious acts;

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

- a. while the **buildings** are **unfurnished**;
- b. while the **buildings** are **unoccupied**.

9. **subsidence, heave or settlement** of the land that the **buildings** stand on, or **landslip**.

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

- a. to domestic fixed fuel oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences; (However, **we** will pay if **we** accept a claim for **subsidence, heave or landslip** damage to the **home**.)
  - b. to solid floors;  
(However, **we** will pay if the load bearing walls of the **home** are damaged at the same time by the same event.)
  - c. arising from faulty design, specification, workmanship or materials;
  - d. which compensation has been provided for or would have been but for the existence of this insurance under any contract or guarantee or by law;
  - e. caused by coastal erosion;
  - f. whilst the **buildings** are undergoing any structural repairs, alterations or extensions;
  - g. as a result of the action of chemicals on, or the reaction of chemicals with any materials which form part of the **buildings**;
  - h. if **you** knew when this policy started that any part of the **buildings** had already been damaged by **subsidence, heave or landslip**;  
(However, **we** will pay if **you** told **us** about this and **we** accepted it.)
  - i. caused by normal **settlement** or shrinkage, or by recently placed infill materials moving up.
10. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts;

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

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

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

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

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

## B Exclusions

Please note the following Exclusions apply to this entire Section.

**We** will NOT pay for:

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

## C Extensions

### 1. Underground Services

**We** will pay for the cost of repairing **accidental damage** to:

- (a) domestic oil pipes;
  - (b) underground water-supply pipes;
  - (c) underground sewers, drains and septic tanks;
  - (d) underground gas pipes;
  - (e) underground cables;
- which **you** are legally responsible for.

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

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

### 2. Loss of Metered Water

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

The maximum that **we** will pay is £1,000 in any one **period of insurance**.

### 3. Trace and Access

**We** will pay for:

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

The maximum that **we** will pay is £5,000 in any one **period of insurance**.

### 4. Loss of Rent and Alternative Accommodation

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

- (a) loss of rent due to **you** which **you** are unable to recover;
  - (b) any reasonable costs of alternative accommodation;
- until the **home** is ready to be lived in.

The maximum that **we** will pay is £50,000 in any one **period of insurance**.

### 5. Damage caused by Emergency Services

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

### 6. Damage to Gardens

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

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

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

The maximum that **we** will pay is £5,000 in any one **period of insurance**.

## 7. Professional Fees and Other Expenses

**We** will pay for:

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

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

**We** will NOT pay for:

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

## 8. Selling Your Home

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

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

## 9. Property Owner's Liability

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

- (a) **bodily injury** or illness;
- (b) accidental loss of or damage to property;  
happening during the **period of insurance** and arising:
  - i. from **your** ownership of the **buildings**;
  - ii. under Section 3 of the Defective Premises Act 1972 (or the Defective Premises Northern Ireland Order 1975) for any **home you** previously owned and occupied or leased and occupied.

If the **buildings** section of this policy is cancelled or ends, this Defective Premises Act cover will continue for seven years for any **home** insured by this Section before the cover was cancelled or ended.

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

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

**We** will NOT pay for:

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

## IMPORTANT NOTE

If **you** are the owner or occupier of the **home** insured by this policy.

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

If **you** are the owner and the occupier of the **buildings**, please remember that this **buildings** insurance section does NOT cover **your** legal liability as occupier of the **home** or its land.

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

## D Optional Extension

### 1. Accidental damage to the buildings

(This cover is optional and only applies if stated as INSURED in the **certificate**.)

**We** will pay for **accidental damage** to the **buildings** including the cost of repairing **accidental damage** to:

- (a) fixed glass and double glazing (including the cost of replacing frames);
- (b) solar panels;
- (c) **sanitary ware**;
- (d) ceramic hobs;

forming part of the **buildings**.

**We** will NOT pay for:

- (a) loss or damage:
  - A. specifically excluded under this Section;
  - B. movement, settling, shrinking, collapsing or cracking of the **buildings**;
  - C. while the **home** is undergoing alteration, repair, cleaning, maintenance or extension;
  - D. caused by wear and tear, infestation, corrosion, damp, mould or frost or any other anything that happens gradually;
  - E. arising from faulty design, specification, workmanship or materials;
  - F. from mechanical or electrical faults or breakdown;
  - G. caused by dryness, dampness, extremes of temperature or exposure to light;
  - H. to swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fuel tanks;
  - I. caused by, contributed to or arising from any kind of pollution and/or contamination;
  - J. while the **buildings** are **unfurnished**;
  - K. while the **buildings** are **unoccupied**.
- (b) general maintenance.

## E Claims Settlement under Section 1

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

### 1. Limit of Insurance

**We** will NOT pay more than the **sum insured** shown in the **certificate**.

### 2. Replacement or Repair

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

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

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

### 3. Pairs, Sets and Suites

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

### 4. Automatic Re-instatement of Sums Insured

**We** will NOT reduce the **sum insured** under this Section after **we** have paid a claim provided that **you** agree to carry out **our** recommendations to prevent further loss or damage.

## Defective Premises Act 1972

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

## Section 2: Contents

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

### A Cover

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

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

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

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

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

- a. to property in the open.
4. escape of water from or frost damage to fixed water tanks, apparatus or pipes;

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

- a. while the **buildings** are **unfurnished**;
  - b. while the **buildings** are **unoccupied**;
  - c. caused by the failure or lack of grout and/or sealant.
5. escape of oil from a fixed domestic oil-fired heating installation or smoke damage caused by a fault in any fixed domestic heating installation;

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

- a. due to wear and tear or any anything that happens gradually;
  - b. caused by faulty workmanship;
  - c. while the **buildings** are **unfurnished**;
  - d. while the **buildings** are **unoccupied**.
6. theft or attempted theft;

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

- a. whilst the **home** is lent, let or sublet;  
(However, **we** will pay if someone has broken into or out of the **home** using force and violence or obtained access to the **home** by deception.)
  - b. the maximum amount that **we** will pay in respect of **contents** contained in detached domestic outbuildings is £2,500.
7. collision by any vehicle or animal;

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

- a. caused by domestic pets.
8. (i) Riot, civil unrest, strikes and labour or political disturbances;

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

- a. while the **buildings** are **unfurnished**;
  - b. while the **buildings** are **unoccupied**
- (ii) malicious acts;

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

- a. while the **buildings** are **unfurnished**;
- b. while the **buildings** are **unoccupied**;
- c. caused by **you**, paying guests or tenants.

9. **Subsidence, heave or settlement** of the land that the **buildings** stand on;

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

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

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

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

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

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

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

- a. caused by trees being cut down or cut back within the **home**.

## B Exclusions

The following Exclusions apply to this Section.

**We** will NOT pay for:

- a. anything contained within the General Exclusions Section;
- b. the **excess** specified in the **certificate**.

## C Extensions

### 1. Temporary Removal

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

- (a) in any occupied private dwelling;
  - (b) in any **buildings** where **you** are living or working;
  - (c) for valuation, cleaning or repair;
  - (d) in any furniture store;
  - (e) in any bank or safety deposit box;
- caused by events 1-10 in Section A.

**We** will NOT pay for:

- a. the **excess** specified in the **certificate**;
- b. **contents** temporarily removed to a place outside the **British Isles**;
- c. **money** or **credit cards**.

### 2. Rent Payable

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

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



**We** will NOT pay for:

- a. the **excess** specified in the **certificate**.

The maximum amount that **we** will pay in respect of any one occurrence is £25,000.

### 3. Tenant's Liability

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

**We** will NOT pay for:

- a. the **excess** specified in the **certificate**;
- b. any cause excluded under this Section;
- c. loss or damage while the **buildings** are **unfurnished**;
- d. **subsidence** or **heave** of the land that the **buildings** stand on, or **landslip**;
- e. fire, lightning or explosion;  
(However, **we** will pay for damage to landlord's fixtures and fittings.)
- f. any person taking part in a riot, civil unrest, strike and labour or political disturbance;
- g. malicious acts.
- h. **we** will not cover damage to cables and underground pipes due to a fault or limit of design, manufacture, construction or installation.

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

### 4. Underground Services

**We** will pay for the cost of repairing **accidental damage** to:

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

which **you** are legally responsible for.

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

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

### 5. Fatal Bodily Injury

**We** will pay £5,000 if **you** die as a result of **bodily injury** caused at the **home** by fire, explosion, lightning or intruders, provided that **your** death happens within 12 months of the sustained **bodily injury**.

### 6. Locks and Keys

**We** will pay for the costs of changing locks to:

- (a) external doors of the **home**;
- (b) alarm systems or domestic safes in the **home**;

following accidental loss or theft of keys.

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

### 7. Loss of Metered Water

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

The maximum amount **we** will pay is £1,000 in any one **period of insurance**.

### 8. Celebration or Religious Festival

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

**We** will NOT pay for:

- a. the **excess** specified in the **certificate**;
- b. loss or damage that can be recovered under any other insurance policy.

## 9. Deterioration of Frozen Food

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

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

**We** will NOT pay for:

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

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

## 10. Downloads

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

**We** will NOT pay for:

- a. the **excess** specified in the **certificate**.

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

## 11. Personal Money

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

**We** will NOT pay for:

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

The maximum amount **we** will pay in respect of any one occurrence is £500, unless otherwise specified in the **certificate**.

## 12. Unauthorised Use of Credit Cards

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

**We** will NOT pay for:

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

The maximum amount **we** will pay is £5,000 in any one **period of insurance**, unless otherwise specified in the **certificate**.

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

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

- (a) accidental **bodily injury** or illness;
  - (b) accidental loss of or damage to property;
- happening during the **period of insurance** in:
- i. the **British Isles**;
  - ii. the rest of the world, for temporary visits;
- and arising:
- 1) as occupier (not as owner of the **home** and its land);

- 2) in a personal capacity (not as owner or occupier of any Building or land);
- 3) as employer of a domestic employee.

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

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

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

**We** will NOT pay liability for:

- a. **you** (or anyone on **your** behalf) owning, possessing or using any motorised vehicle;
- b. aircraft other than pedestrian controlled toys or models;
- c. caravans;
- d. boats, boards and craft designed to be used on or in water other than:
  - A. those only propelled by oars or paddles; or
  - B. pedestrian controlled toys or models;
- e. **you** living in or occupying land or **buildings** other than the **home** or its grounds;
- f. **you** owning land, **buildings** or other fixed property;
- g. deliberate or malicious acts;
- h. HIV and HIV-related illnesses, including AIDS;
- i. dangerous dogs as defined in the Dangerous Dogs Act1991 (or any successor legislation);
- j. under any agreement except to the extent that **you** would have been liable without that agreement;
- k. any trade, business or profession;
- l. loss of or damage to property which belongs to **you** or is in **your** care or control;
- m. **your bodily injury** or illness.

For claims involving liability for **bodily injury** or illness of **your** employees;

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

## IMPORTANT NOTE

If **you** are the owner or occupier of the **home** insured by this policy.

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

If **you** are the owner but not the occupier of the **buildings**, please remember that this **contents** insurance section does not cover **your** legal liability as the owner of the **home** or its land.

To protect yourself, **you** will need to arrange **buildings** insurance, which provides **your** property owner's liability cover. This cover is automatically provided by the **buildings** section of this policy where it is shown on the **certificate** as INSURED.

## D Optional Extension

### 1. Accidental damage to the contents

(This cover is optional and cover only applies if stated as INSURED in the **certificate**.)

**We** will pay for **accidental damage** to the **contents** within the **home** including the cost of repairing **accidental damage** to:

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

**We** will NOT pay for:

- a. the **excess** specified in the **certificate**;
- b. loss or damage specifically excluded under this Section;
- c. **money, credit cards**, documents or stamps;
- d. damage to **contents** within garages and outbuildings;
- e. loss or damage;

- A. caused by dyeing, cleaning, repair, renovation or whilst being worked upon;
- B. caused by chewing, tearing, scratching or fouling by animals;
- C. to contact, corneal or micro corneal lenses;
- D. while the **home** is lent, let or sublet;
- E. caused by wear and tear, moth, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost or any other anything that happens gradually;
- F. arising out of faulty design, specification, workmanship or materials;
- G. from mechanical or electrical faults or breakdown;
- H. arising from demolition, structural alteration or structural repair of the **buildings**;
- I. caused by dryness, dampness, extremes of temperature or exposure to light;
- J. contributed to by or arising from any kind of pollution and/or contamination.

## E Claims Settlement under Section 2

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

### 1. Limit of Insurance

**We** will not pay more than the **sum insured** shown in the **certificate**.

### 2. Replacement or Repair

If **you** claim for loss or damage to the **contents we** will at **our** option repair, replace, reinstate or pay for any article covered under this Section.

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

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

### 3. Pairs, Sets and Suites

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

### 4. Automatic Re-instatement of Sums Insured

**We** will not reduce the **sum insured** under this Section after **we** have paid a claim provided that **you** agree to carry out **our** recommendations to prevent further loss or damage.

### 5. Sum Insured

If **you** are under-insured, which means the cost of replacing or repairing the **contents** at the time of the loss or damage is more than **your sum insured** for the **contents**, then **we** will only pay a proportion of the claim. For example, if **your sum insured** only covers one half of the cost of replacing or repairing the **contents**, **we** will only pay one half of the cost of repair or replacement.

### 6. Proof of Value

If **you** claim for any Specified item in the **certificate** then **you** will need to provide proof of the item's value. Therefore, **we** recommend **you** retain photos, instruction booklets, copies of valuations and receipts for any Specified item noted in the **certificate**.

## Dangerous Dogs Act 1991

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

## Section 3: Personal Possessions

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

### A Cover

**We** will pay for loss or damage to

(a) **Your personal possessions** (shown in the **certificate**) anywhere in the world.

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

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

(b) Loss or damage to **your** pedal cycles anywhere in the world up to a maximum of £500.

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

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

### B Exclusions

The following Exclusions apply to this Section.

**We** will NOT pay for:

- a. anything contained within the General Exclusions Section;
- b. the **excess** specified in the **certificate**.

## C Claims Settlement under Section 3

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

### 1. Limit of Insurance

**We** will not pay more than the **sum insured** shown in the **certificate**.

### 2. Replacement or Repair

If **you** claim for loss or damage to **personal possessions**, **we** will at **our** option repair, replace, reinstate or pay for any article lost or damaged.

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

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

### 3. Pairs, Sets and Suites

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

### 4. Automatic Re-instatement of Sums Insured

**We** will not reduce the **sum insured** under this Section after **we** have paid a claim provided that **you** agree to carry out **our** recommendations to prevent further loss or damage.

### 5. Sum Insured Condition

If **you** are under-insured, which means the cost of replacing or repairing the **personal possessions** at the time of the loss or damage is more than **your sum insured** for the **personal possessions**, then **we** will only pay a proportion of the claim. For example, if **your sum insured** only covers one half of the cost of replacing or repairing the **personal possessions**, **we** will only pay one half of the cost of repair or replacement.

### 6. Proof of Value

If **you** claim for any Specified item in the **certificate** then **you** will need to provide proof of the item's value. Therefore, **we** recommend **you** retain photos, instruction booklets, copies of valuations and receipts for any Specified item noted in the **certificate**.

## Section 4: Family Legal Expenses Insurance

This insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by Inter Partner Assistance SA, on whose behalf **we** act.

If **you** make a valid claim under this insurance, **we** will appoint **our** panel solicitors, or their agents, to handle **your** case. **You** are not covered for any other legal representatives' fees unless court proceedings are issued or a **conflict of interest** arises. Where, following the start of court proceedings or a **conflict of interest** arising, **you** want to use a legal representative of **your** own choice **you** will be responsible for any **advisers' costs** in excess of **our standard advisers' costs**.

The insurance covers **advisers' costs** and other costs and expenses as detailed under the separate sections of cover, up to the **limit of indemnity** where:-

- a) The Insured Incident takes place in the **insured period** and within the **territorial limits**  
and
- b) The **legal action** takes place in the **territorial limits**

### Definitions

**Wherever the following words and phrases appear in the policy they will always have these meanings:**

#### **Adviser**

---

**Our** specialist panel solicitors or their agents appointed by **us** to act for **you**, or, and subject to our agreement, where court proceedings have been started or a **conflict of interest** arises, another legal representative nominated by **you**.

#### **Advisers' Costs**

---

Reasonable legal or accountancy fees and disbursements incurred by the **adviser** or other legal representative with **our** prior written authority. Legal expenses shall be assessed on the standard basis and third party's costs shall be covered if awarded against **you** and paid on the standard basis of assessment.

#### **Conflict of Interest**

---

There is a **conflict of interest** if **your advisers'** duty to act in **your** best interests in relation to **your** claim conflicts with, or there is a significant risk that it may conflict with, any duty **your adviser** owes, or obligation it has, to any other party.

#### **Excess**

---

The amount that **you** must pay towards the cost of any claim as stated below:

**Property Infringement section:** £250.

**All other sections:** Nil.

#### **Insurance Providers**

---

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

#### **Insured Incident**

---

The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one **insured incident** shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.

#### **Insured Period**

---

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

#### **Legal Action(s)**

---

The pursuit or defence of civil legal cases for damages or injunctions

#### **Limit of Indemnity**

---

The maximum payable in respect of an **insured incident** is stated below:

All sections: £50,000

## Standard Advisers' Costs

The level of **advisers' costs** that would normally be incurred in using a nominated **adviser** of our choice.

## Territorial Limits

The United Kingdom

## We/Us/Our

Arc Legal Assistance Limited who have arranged this insurance and administer it on behalf of the Insurance Providers.

## You / Your

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

## Vehicle

Any motor **vehicle** or motorcycle owned by **you**.

## A Cover

**The insured is only covered for the specific section of cover as operative in the insurance certificate.**

## Consumer Pursuit

What is insured	What is not insured
<b>Advisers' costs</b> to pursue a <b>legal action</b> following a breach of a contract <b>you</b> have for buying or renting goods or services for <b>your</b> private use. This includes the purchase of <b>your</b> main home. The contract must have been made after <b>you</b> first purchased this insurance and, in respect of disputes over the purchase of <b>your</b> main home, the purchase must have commenced at least 180 days after <b>you</b> first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.	Claims <ul style="list-style-type: none"><li>• Where the amount in dispute is less than £250 plus VAT</li><li>• Involving a <b>vehicle</b> owned by <b>you</b> or which <b>you</b> are legally responsible for</li><li>• In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority</li></ul>

## Personal Injury

What is insured	What is not insured
<b>Advisers' costs</b> to pursue a <b>legal action</b> for financial compensation for damages following an accident resulting in <b>your</b> personal injury or death against the person or organisation directly responsible.	Claims <ul style="list-style-type: none"><li>• Arising from medical or clinical treatment, advice, assistance or care</li><li>• Arising from stress, psychological or emotional injury</li><li>• Arising from illness, personal injury or death which is caused gradually or is not caused by a specific event</li><li>• Involving a <b>vehicle</b> owned or driven by <b>you</b></li></ul>



## Property Infringement

What is insured	What is not insured
<p><b>Advisers' costs</b> to pursue a <b>legal action</b> for nuisance or trespass against the person or organisation infringing <b>your</b> legal rights in relation to <b>your</b> main home. This section does not extend to divorce or matrimonial matters. The nuisance or trespass must have started at least 180 days after <b>you</b> first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.</p>	<p>Claims</p> <ul style="list-style-type: none"><li>• In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority</li></ul>

## Property Damage

What is insured	What is not insured
<p><b>Advisers' costs</b> to pursue a <b>legal action</b> for financial compensation for damages against a person or organisation that causes physical damage to <b>your</b> main home. The damage must have been caused after <b>you</b> first purchased this insurance.</p>	<p>Claims</p> <ul style="list-style-type: none"><li>• In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.</li></ul>

## Consumer Defence

What is insured	What is not insured
<p><b>Advisers' costs</b> to defend a <b>legal action</b> brought against <b>you</b> following a breach of a contract <b>you</b> have for selling goods (in a private capacity) for the private and personal use of another person. This includes the sale of <b>your</b> main home. The contract must have been made after <b>you</b> first purchased this insurance and, in respect of disputes over the sale of <b>your</b> main home, the sale must have commenced at least 180 days after <b>you</b> first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.</p>	<p>Claims</p> <ul style="list-style-type: none"><li>• Where the amount in dispute is less than £250 plus VAT</li><li>• Involving a <b>vehicle</b> owned by <b>you</b> or which <b>you</b> are legally responsible for</li><li>• In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.</li></ul>

## Telephone Helplines

---

### Legal Helpline

Use the 24 hour advisory service for telephone advice on any private legal problem of concern to **you** or any member of **your** household.  
Simply telephone 0344 770 1040 and quote "Discount Insurance Family Legal Expenses".

## B General Exclusions

### 1. There is no cover where:

- The **insured incident** began to start or had started before **you** bought this insurance
- **You** should reasonably have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
- A reasonable estimate of **your advisers' costs** of acting for **you** is more than the amount in dispute
- **You** fail to give full information or facts to **us** or to the **adviser** on a matter material to **your** claim
- Something **you** do or fail to do prejudices **your** position or the position of the **insurance providers** in connection with the **legal action**
- **Advisers' costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which **we** have given **our** prior written approval
- Where **you** have other legal expenses insurance cover

### 2. There is no cover for:

- The **excess**
- **Advisers' costs** or any other costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party or which are not reasonable or necessary
- The amount of **advisers' costs** in excess of **our standard advisers' costs** where **you** have decided to use an **adviser** of **your** own choice
- **Advisers' costs** arising from any private prosecution
- Claims over loss or damage where that loss or damage is covered under another insurance
- Claims made by or against **your** insurance advisor, the **insurance providers**, the **adviser** or **us**
- Any claim **you** make which is false or fraudulent
- Defending **legal actions** arising from anything **you** did deliberately or recklessly
- The costs of any legal representative other than those of the **adviser** prior to the issue of court proceedings or a **conflict of interest** arising
- Any costs which **you** incur and wish to recover which **you** cannot substantiate with documentary evidence
- **Advisers' costs** if **your** claim is part of a class action or will be affected by or will affect the outcome of other claims

### 3. There is no cover for any claim directly or indirectly arising from:

- Planning law
- Constructing buildings or altering their structure
- A dispute between **you** and someone **you** live with or have lived with
- A lease or licence to use property or land
- A venture for gain by **you** or **your** business partners
- A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled
- An application for a judicial review
- Defending or pursuing new areas of law or test cases
- A dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **you**
- Professional negligence in relation to services provided in connection with a matter not covered under this insurance
- Subsidence land heave land slip mining or quarrying
- A tax or levy relating to **you** owning or living in **your** home
- A manufacturer's warranty or guarantee

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

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

## C Conditions

### 1. Cancellation

**You** may cancel this insurance at any time by writing to **your** insurance advisor providing fourteen days written notice. If **you** exercise this right within 14 days of taking out this insurance,

**you** will receive a refund of premium provided **you** have not already made a valid claim against the insurance.

We may cancel the insurance by giving fourteen days notice in writing to **you** at the address shown on the schedule, or alternative address provided by **you**. No refund of premium shall be made.

## 2. Claims

- a) **You** must notify claims as soon as reasonably possible once **you** become aware of the incident and within no more than 180 days of **you** becoming aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, **our** position has been prejudiced. **You** can complete and submit **your** claim form online by visiting [www.arclegal.co.uk/informationcentre](http://www.arclegal.co.uk/informationcentre). Alternatively, **we** will send **you** a claim form which must be returned promptly with all relevant information.
- b) **We** may investigate the claim and take over and conduct the **legal action** in **your** name. Subject to **your** consent which shall not be unreasonably withheld **we** may reach a settlement of the **legal action**.
- c) **You** must supply at **your** own expense all of the information which **we** reasonably require to decide whether a claim may be accepted. If court proceedings are issued or a **conflict of interest** arises, and **you** wish to nominate a legal representative to act for **you**, **you** may do so. Where **you** have elected to use a legal representative of **your** own choice **you** will be responsible for any **advisers' costs** in excess of **our standard advisers' costs**. The **adviser** must represent **you** in accordance with **our** standard conditions of appointment available on request.
- d) The **adviser** will:
  - i.) Provide a detailed view of **your** prospects of success including the prospects of enforcing any judgment obtained.
  - ii.) Keep **us** fully advised of all developments and provide such information as **we** may require.
  - iii.) Keep **us** advised of **advisers' costs** incurred.
  - iv.) Advise **us** of any offers to settle and payments in to court. If against **our** advice such offers or payments are not accepted there shall be no further cover for **advisers' costs** unless **we** agree in **our** absolute discretion to allow the case to proceed.
  - v.) Submit bills for assessment or certification by the appropriate body if requested by **us**.
  - vi.) Attempt recovery of costs from third parties.
- e) In the event of a dispute arising as to **advisers' costs** **we** may require **you** to change **adviser**.
- f) **The insurance providers** shall only be liable for costs for work expressly authorised by **us** in writing and undertaken while there are reasonable prospects of success.
- g) **You** shall supply all information requested by the **adviser** and **us**.
- h) **You** are responsible for any **advisers' costs** if **you** withdraw from the **legal action** without **our** prior consent. Any costs already paid under this insurance will be reimbursed by **you**.
- i) **You** must instruct the **adviser** to provide **us** with all information that **we** ask for and report to **us** as **we** direct at their own cost.

## 3. Disputes

Subject to **your** right to refer a complaint to the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between **you** and **us** may, where we both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

## 4. Reasonable Prospects

At any time **we** may, but only when supported by independent legal advice, form the view that **you** do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, **we** may decline support or any further support. Examples of a positive outcome are:

- a) Being able to recover the amount of money at stake
- b) Being able to enforce a judgement
- c) Being able to achieve an outcome which best serves **your** interests

## 5. English Law

This contract is governed by English Law.

## D Customer Services Information

### How to make a claim

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

Specialist lawyers are at hand to help **you**. If **you** need a lawyer to act for **you** and **your** problem is covered under this insurance, the helpline will ask **you** to complete and submit a claim form online by visiting [www.arclegal.co.uk/informationcentre](http://www.arclegal.co.uk/informationcentre). Alternatively they will send a claim form to **you**. If **your** problem is not covered under this insurance, the helpline may be able to offer **you** assistance under a private funding arrangement.

In general terms, **you** are required to immediately notify **us** of any potential claim or circumstances which may give rise to a claim. If **you** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the Legal Helpline.

### Data Protection Act

**Your** details and details of **your** insurance cover and claims will be held by **us** and or the **insurance providers** for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

### Customer Service

**Our** aim is to get it right, first time, every time. If **we** make a mistake, **we** will try to put it right straightaway.

If **you** are unhappy with the service that has been provided, **you** should contact **us** at the address below. **We** will always confirm to **you**, within five working days, that **we** have received **your** complaint. Within four weeks **you** will receive either a final response or an explanation of why the complaint has not been resolved yet plus an indication of when **you** will receive a final response. Within eight weeks **you** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when **you** will receive a final response. After eight weeks, if **you** are unhappy with the delay, **you** may refer **your** complaint to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **you** cannot settle **your** complaint with **us**.

**Our** contact details are:

Arc Legal Assistance Ltd  
PO Box 8921  
Colchester  
CO4 5YD  
Tel 0344 770 9000  
Email: [claims@arclegal.co.uk](mailto:claims@arclegal.co.uk)

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR  
Tel 08000 234 567  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

### Compensation

**We** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if Arc Legal or Inter Partner Assistance cannot meet their obligations. **Your** entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at <http://www.fscs.org.uk/> or by telephoning 0800 678 1100.

## **Authorisation**

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

Inter Partner Assistance in the UK is a branch of Inter Partner Assistance SA ('IPA'). IPA is authorised by the Belgian National Bank and subject to limited regulation by the Financial Conduct Authority in the UK. Details about the extent of IPA's regulation by the Financial Conduct Authority are available from IPA on request. IPA is listed on the Financial Services Register under number 202664. This can be checked by visiting the website [www.fca.org.uk/register](http://www.fca.org.uk/register) or by contacting the Financial Conduct Authority on 0800 111 6768.

IPA address details are:

Inter Partner Assistance

The Quadrangle

106-118 Station Road

Redhill

Surrey RH1 1PR

Registered No: FC008998

# Section 5: Home Emergency Protect

## Introduction

This is **your** Home **Emergency** Protect. **Your** contract of insurance is made up of **your** application, policy and certificate and is based on the information **you** gave **us** when **you** applied. This policy and **your** certificate should be read together. Please check them carefully to make sure they give **you** the cover **you** want. If **your** needs change, or any of the information on which the contract is based changes, the certificate may need to be altered. Under the policy conditions **you** must tell **us** of any changes.

**We** agree to insure **you** according to the terms and conditions contained in this policy and the sections indicated in the certificate. **You** agree to pay the premium by the required date/s and keep to the conditions of the contract of insurance. This insurance is effected in England and unless otherwise agreed is subject to the laws of England and Wales.

### Insurer

This policy is underwritten by UK General Insurance Limited on behalf of Ageas Insurance Limited Registered in England No.354568. Registered Office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire SO53 3YA

**Your** policy is arranged by Discount Insurance, a trading style of Home & Travel Ltd, through Business & Domestic Insurance Services, a trading style of the Motorway Direct Plc group of companies, who are authorised and regulated by the Financial Conduct Authority (FCA), authorisation number 311741. Address: Warranty House, Savile Street East, Don Valley, Sheffield, S4 7UQ

UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority.

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

This can be checked on the FCA's register by visiting the FCA's website at [www.fca.org.uk/register/](http://www.fca.org.uk/register/) or by contacting them on 0800 111 6768.

## Definitions

All through this policy there are certain words that have special meanings whenever they appear in **bold** within the policy, these are listed below:

### Authorised Service Agent/Contractor

---

The qualified service agent or organisation appointed by the **helpline** to carry out the necessary service and repairs in accordance with the Policy.

### Boiler

---

A gas fired **conventional** or **combination boiler** rated up to 200,000 BTu's (58.6KW), which heats the water for **your central heating installation**.

### Breakdown (Central Heating)

---

The actual breaking down or burning out of any component covered by the policy arising from either a mechanical or electrical defect in the **property** causing the **central heating installation** to fail to work and require replacement or repair of the components.

### Central Heating Installation

---

The specified central heating **boiler** parts and, where applicable, the water circulation pump and specified parts of **your** central heating system. The details are shown on **your** Certificate and in this policy. It must be installed at **your property/home** and used for **domestic purposes** only.

### Combination Boiler

---

A gas fired **boiler** which heats water direct from the cold water main, does not have a separate hot water cylinder and is under fifteen years old at the start of **your** policy.

---

## Conventional Boiler

---

A gas fired **boiler**, which heats and supplies hot water to a separate hot water cylinder and is under fifteen years old at the start of **your** policy.

---

## Domestic Purposes

---

At least half the rooms at the **property** must be used for normal living purposes.

---

## Emergency

---

**Emergency** - means a sudden and unexpected event which, if not dealt with quickly would, in the reasonable opinion of the **helpline**:

- (i) have resulted in a **breakdown** of the **boiler** or
- (ii) render the **home** unsafe or insecure; or
- (iii) damage or cause further damage to the **home** and/or any of **your** belongings forming part of or normally contained within the **property/home** or
- (iv) cause personal risk to **you**;

---

## Endorsements

---

A change **we** make to the policy, notified to **you** in writing by **us** or on **our** behalf.

---

## Geographical Limits

---

England, Scotland, Wales and, Northern Ireland.

---

## Helpline

---

Customer service – 0208 847 8000

24hr Home **emergency** Assistance Insurance – 0344 573 7912

---

## Our/Us/We

---

UK General Insurance Limited on behalf of Ageas Insurance Limited.

---

## Pest

---

Any living creature capable of causing harm, or transmitting and infecting disease.

---

## Property/Home

---

**Your** principal permanent place of residence as shown on **your** certificate, including out buildings and garages of which **you** are the owner, but excluding bedsits / properties in multiple occupation, council properties, residential homes or nursing homes.

---

## Repairs (Central Heating)

---

Repair work undertaken by an **authorised service agent/contractor** appointed by **us** to remedy an **emergency**. The cost of **repairs** shall include the **authorised service agent/contractor's** call out charge, labour charges, repair materials and VAT up to the policy limit. **Repairs** and parts will be fitted on a "like for like" replacement basis.

---

## Repairs (Emergency)

---

Temporary or permanent repair work (if a permanent repair cannot be completed on the initial visit then a temporary repair will be carried out and a return chargeable visit offered) undertaken by an **authorised service agent/contractor** appointed by **us** to remedy the **emergency**. This insurance covers **emergency repairs** only.

---

## You/Your

---

The person shown on your certificate.

---

## A What is Covered

In the event of an **emergency** occurring in **your** home, **we** will:

- a) Advise **you** on what action to take to protect yourself and **your** home;
- b) Send one of **our authorised service agents/contractors** to **your home** or arrange a convenient time for an **authorised service agent/contractor** to attend and
- c) Cover the cost of providing **emergency** assistance detailed under the "What **we** will pay" section of **your** policy

## Cover Provided

This cover is only provided if the **emergency** happens during the period of cover and it is caused by one or more of the following:

### Electricity supply

Complete failure or **breakdown** of the electricity supply system within **your home**.

### Primary heating system

Complete failure or **breakdown** of either the heating and/or hot-water supply provided by the **primary heating system**.

(A) Any **boiler** with standard component(s), as supplied by the **boiler** manufacturer and fitted within the **boiler** casing that are designed to be used in the normal operation of the **boiler**.

Motorised/Selector Valves, room thermostat, time control, single water circulating pump (which must be able to be isolated without draining the system down).

(B) Radiators (standard radiators against leaks & isolated corrosion)

Above ground internal pipe work (as long as it is easily accessible and not inside the fabric of the building).

radiator valves, single – standard hot water cylinder (excluding the insulation jacket & immersion heater) and expansion tank. For cylinders in excess of this, a standard cylinder allowance will be made.

(C) Labour Charges

Labour charges directly connected with the repair or replacement of failed parts of the **central heating installation** at **your property/home** as stated in the certificate.

The heating system must have been properly installed, maintained or repaired as recommended by the manufacturer or installer. **You** will be expected to produce evidence of servicing if the service has not been completed by **our authorised service agent/contractor**.

### Plumbing and drainage

Failure of, or damage to the plumbing or drainage system which result in water damage inside **your home**. This includes:

- burst pipes;
- overflowing water tanks;
- blocked waste outlets (including toilets where there are no alternative facilities available ); and
- blocked drains.

### Uninhabitable accommodation cover

If no-one can live in **your home** as a result of an **emergency**, the **helpline** will pay all **your** reasonable costs in getting basic accommodation for one night, as long as the **helpline** approves it beforehand.

### Security and glazing

Failure of, or damage not caused by **you** to, outside locks, doors or windows which means that **your home** is no longer secure.

### Vermin

If **you** need to remove rats, mice, cockroaches, and wasps or bees nests from **your home** (this does not apply to animals and insects already in **your home** before **you** took out cover).

### Roof

Damage to the roof of **your home** caused by storm or fallen trees or branches.

## B Policy Conditions

### Basis of Contract

The Insurance will not be valid and **you** cannot make a claim if:

- Any information **you** gave **us** was not true and accurate.
- **You** do not comply with policy conditions.
- Any outstanding premium is due.
- A fraudulent claim is made.



To prevent claims on pre-existing problems, there is a 14-day waiting period from the date the policy application is received before cover commences. Therefore in the first term of this insurance policy, the period of insurance is fifty weeks. Providing **you** renew before the expiry of **your** policy, no waiting period applies after **your** first years cover.

#### **Repairs/Replacements**

**Repairs** will only be carried out and/or replacement parts purchased by, the **authorised service agent/contractor**. **Repairs** including labour and replacement parts will be guaranteed for 12 months. Business & Domestic and its **authorised service agent/contractor** are not liable for delays due to non-availability of parts.

#### **Cancellation**

**We** can cancel this policy at any time by giving 7 days notice in writing, which will be sent to **your** registered address recorded on the policy. In this case a pro-rata refund of the premium paid will be made providing no claim has been made.

**You** have the right to cancel the policy of insurance within 14 days of the start date of the policy or the date **you** receive **your** documents whichever is later, providing no claims have been made.

A minimum charge will apply, to cover the period **you** have been on risk and the administration costs of providing **your** policy.

If the policy is cancelled outside of this 14 day period, then the policy will be cancelled on a pro rata basis and the appropriate refund given. If **you** are paying by instalments then there will be no refund of any premium. However if a claim has been made then the full annual premium is payable.

In the case of payment by direct debit instalments, any outstanding balance of the full annual premium will become due.

**We** may at **our** discretion not offer renewal, if it is **our** intention to offer renewal **we** will write to **you** five weeks prior to **your** policy expiry date.

#### **Access to Inspect**

**We** have the right to examine the **property** at all reasonable times during the period of insurance to ensure **your** boiler is in good working order. Prior notice will be given.

#### **Pre-Existing Problems**

Any pre-existing defects are excluded from cover by this contract of insurance.

### **What We Will Pay (Limits of Indemnity)**

**We** will pay at **our** discretion up to £500 (including VAT) towards labour costs (including call out charges, materials and parts required to affect an **emergency** repair in **your home**) on any one occasion.

#### **Replacement Parts**

Where "like for like" replacement parts are unavailable due to parts being either unobtainable or obsolete, **we** will pay for the nearest suitable part/upgrade part, but **you** will be liable for any necessary additional parts and/or labour.

#### **Beyond Economical Repair**

Where **your** boiler/system is in **our** view is uneconomical to repair, **we** will pay at **our** discretion a contribution towards the cost of a new **boiler** (once **we** are in receipt of a Gas Safe Register Authorised Engineers invoice for the fitment of a replacement **boiler**) less any outstanding premium, in line with the following allowances:

Systems/Conventional Boilers	Combination/Condensing Boilers
£250 incl. VAT 1-5 years	£250 incl. VAT

## C What is not Covered

1. Any event arising from circumstances known to **you** prior to the commencement date of this insurance, including any parts known to be failing or in need of attention/repair.
2. Damage, which is accidental or otherwise, caused by external means, including those caused by failure or disconnection of gas, electric, oil or water supplies.
3. Any occurrence where there is a risk of exposure to materials or fixtures containing asbestos or related products.
4. Any legal liability to any third party following damage or injury, loss of use, delay or any other subsequent loss.
5. Any failure of insured parts during the period when they are covered by the relevant manufacturers/contractor's guarantees or warranties or insured parts covered through non compliance with the manufacturer's operating instructions.
6. Any inherent or recurring manufacturer's design fault or defect.
7. Non functional decorative parts, trim or casing, the **repairs** or replacement of immersion heaters, designer or cast iron radiators, steel piping, solar heating system, cesspits, septic tanks and central-heating fuel tanks, non standard radiators, towel rails.
8. Any operational procedure or adjustment to the **central heating installation** described in the manufacturers operating instructions; i.e. venting radiators, turning off or lighting up of pilot lights, adjustment to time switches or other controls.
9. Replacing washers, clearing air locks, blocked pipes, poor circulation, balancing of radiators, non standard radiator valves, or work arising in the opinion of the **authorised service agent/contractor** from an incorrect installation.
10. Descaling or desludging and any work arising from damage caused by hard water scale, rust or sludge deposit or from damage caused by corrosive water or water with a high chemical content.
11. Maintenance preventative damage and extensive corrosion.
12. Fuel lines to and flue ducts from the **boiler**, including gas leaks between the gas meter and appliance.
13. Any water pressure adjustments on sealed **central heating installations**, except in connection with a **breakdown** or failure covered by this policy.
14. Items designed to be regularly replaced in the normal operation of the **boiler** such as burner nozzles, fuses, filters etc.
15. Water circulating pumps not capable of being isolated by a valve either side of the pump or renewed without draining down. Pumps that have pipe work connections of 1 inch bore or greater, or a motor rating of 178 watts single phase. Pumps installed in secondary or direct hot water systems.
16. Any costs incurred due to **boiler** or system noise and/or where no fault is found.
17. Any intermittent faults.
18. Unvented or pressurised hot water cylinders.
19. Cost of any draining down where no appropriate draining facility is available.
20. Refilling the system with additives such as corrosion inhibitor.
21. Additional pipe work or wiring due to replacement parts being fitted.
22. Replacement filling loop or replacement of steel pipes, non-standard cylinders and tanks.
23. Showers and associated pumps, bath, sink and water basin taps.
24. Ducting, flues and warm air vents.
25. No claim will be paid if it results from any of the following:
  - Damage or failure outside the boundary of the **home**.
  - Deliberate disconnection, withholding, or interruption of mains services to the **home**.
  - Loss or damage resulting from a wilful act.
  - Any legal liability or subsequent loss arising from any delay in providing the services to which it relates.
  - Any costs arising as a result of failure to service the **boiler**/system or in accordance with the manufacturer's instructions.
  - Damage resulting from lack of proper maintenance/incorrect installation.
  - Shared pipe work leading to or from other properties.
26. Where at any time in the opinion of the **authorised service agent/contractor** the **boiler** or system is installed incorrectly, is unsafe or is fitted with the incorrect component.
27. Dripping or running overflows.
28. Steel or asbestos water pipes.
29. Energy management systems and their controls.
30. Costs that have not first been notified through the correct **helpline** and carried out by the **authorised service agent/contractor**.
31. Gaining access (i.e. removing cupboards, doors and access panels etc).
32. Any costs in excess of the limits of cover. **You** are responsible for agreeing and settling these directly with the contractor.
33. Loss or damage of any kind directly caused by war, hostilities, riots, fire, lightning, explosions, storms, tempest, floods, frost, or other climatic conditions, subsidence, strike, lock-out or the acts of malicious persons.

34. Any defect, damage or **breakdown** caused through malicious or wilful action, negligence, misuse or third party interference including any attempts to repair, modify or install.
35. Any claim or event where the **property/home** has remained unoccupied for more than 30 days.
36. Any fixtures including wiring and earthing where its replacement is solely necessary as a result of changes in legislation or health and safety guidelines.
37. Insured parts not easily accessible or enclosed inside the fabric of the building including under-floor heating.
38. Costs incurred where **you** have been advised of a need to carry out permanent repair work to avoid repetitive situations leading to emergencies.
39. Claims arising as a result of wear and tear.
40. **Boilers** which exceed the age limit of the **policy**.
41. Accidental damage to glass or replacement glass.
42. Any matters relating to security alarms.
43. Any damage caused by the **approved engineer** in gaining access to the **home** due to the failure of the locks or removing an appliance or any equipment from its operation position in order to effect an **emergency** repair;
44. Loss or damage to any **home**, or any resulting loss or expense or any legal liability directly or indirectly caused by, contribution to, by, or arising from:
  - a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - b) The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component of such assembly;
45. Pests kept as domestic pets or for commercial purposes.
46. Boring insects and woodworm.
47. Complete failure or **breakdown** of either the heating and/or hot-water supply provided by the **primary heating system** where the **primary heating system** has not been properly serviced on an annual basis.

This insurance is not an equipment maintenance contract, household building or contents policy. It complements **your** household insurance policies, providing services and benefits which are not usually available under such policies.

## D How to Claim

If **your property/home** suffers an **emergency** covered under this **policy**:

FIRST CHECK TO SEE IF THE EMERGENCY IS COVERED AND WHETHER IT IS SOMETHING YOU CAN CORRECT YOURSELF SUCH AS

If your radiators are not getting hot - a cold radiator may just require re-venting.

If **you** have no heating or hot water - a pilot light may have gone out which may need re-lighting or **your** room thermostat and time control may not be correctly set.

There will be a charge if the **authorised service agent/contractor** is called to attend for one of the above problems.

If the problem is not corrected by any of the above, contact the **helpline** as soon as possible and arrange for the **repairs** to be carried out (subject to the notes below). If **you** require the **authorised service agent/contractor** to use a security password, please notify the **helpline** at the time of **your** call.

The **authorised service agent/contractor** must carry out all **repairs**; **we** will not accept repair bills from any other company. Once the **repairs** are completed to **your** satisfaction, simply sign the attendance record and **we** will settle the claim with the **authorised service agent/contractor** directly.

The **approved service agent/contractor** will charge all costs covered by the insurance directly to **us**. **You** will be asked to pay:

- a) **call-out** charges if there is no-one at the **property** when the **engineer** arrives;
- b) work in excess of the **claim limit**;
- c) fitting replacement parts or components of a superior specification to the original at **your** request.
- d) If at the time of requesting assistance the **helpline** do not have a record of **your** policy on file, the **helpline** will require credit or debit card details to be provided prior to the attendance of an **approved engineer**.

Any failure of the **central heating installation** where the cost of repair is estimated by the **authorised service agent/contractor** to exceed £250 (incl. VAT), may only be repaired with **our** authorisation.

An abortive call charge of £20 plus VAT will be applied, should **you** not meet an agreed appointment made by the **authorised service agent/contractor**.

Should the **authorised service agent/contractor** not meet an agreed appointment with **you**, **we** will confirm non-attendance directly with the **authorised service agent/contractor** and pay a £10.00 reimbursement to **you**.

**Our authorised service agent/contractor** will only attend where an adult over 18 years of age is present, or else **you** will be liable for an abortive call charge.

#### **IMPORTANT- Please note**

Please quote the policy number shown on the certificate on all correspondence.

Under the terms of the policy, **you** will normally have no repair bills to pay provided **you** use **our authorised service agent/contractor**. In the unlikely event the **repair** exceeds the policy limit or takes the amount claimed during the period of cover over the policy limit **you** will be asked if you wish the **repairs** to be completed and if necessary asked to pay any amount in excess of the policy limit. If **you** decline the repair **you** will be responsible for the cost of repair.

## **Requesting Assistance**

First check the circumstances are covered within the terms of this policy and under the product **you** have purchased. Having done this telephone **us** stating **your** policy number, on:

0344 573 7912

MAJOR EMERGENCIES WHICH MAY RESULT IN SERIOUS DAMAGE OR DANGER TO LIFE OR LIMB SHOULD IMMEDIATELY BE ADVISED TO THE PUBLIC SUPPLY AUTHORITY, OR IN CASE OF DIFFICULTY, TO THE PUBLIC EMERGENCY SERVICES. SUSPECTED GAS LEAKS MUST ALWAYS BE REPORTED TO THE NATIONAL GAS EMERGENCY SERVICE ON: 0800 111 999

## **Customer Service**

### **Telephone Calls**

As part of **our** customer service commitment, **we** may record **your** telephone call with **our** representatives to monitor and improve the quality of services **we** provide.

### **Complaints**

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

In the first instant contact:

Discount Insurance  
The Business Exchange  
26/28 Hammersmith Grove  
London  
W6 7BA

Telephone: 0208 847 8000  
Fax: 0208 847 8001  
Email: info@discountinsurance.co.uk

If your complaint about the policy cannot be resolved by the end of the next working day Business & Domestic Insurance Services will pass it to:

Customer Relations Department  
UK General Insurance Limited  
Cast House  
Old Mill Business Park  
Gibraltar Island Road  
Leeds  
LS10 1RJ

Telephone number: 0345 218 2685  
Email: [customerrelations@ukgeneral.co.uk](mailto:customerrelations@ukgeneral.co.uk)

In the unlikely event that the complaint is still not resolved to **your** satisfaction, **you** may refer to the Financial Ombudsman Service whose address is South Quay Plaza, 183 Marsh Wall, London, E14 9SR, telephone number 0800 023 4567 . Please note **you** have six months from the date of **our** final response in which to refer **your** complaint to the Financial Ombudsman. Referral to the Ombudsman will not affect **your** right to take legal action against **us**. None of the above affects any right of legal action **you** may have.

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

## Compensation Scheme

Ageas Insurance Ltd is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme if they cannot complete their obligations. This depends on the type of business and the circumstances of the claim. For claims against insurers 90% of the claim is covered with no upper limit.

Further information about the compensation scheme is available from [www.fscs.org.uk](http://www.fscs.org.uk) or by phoning 0207 892 7300.

## Data Protection Act 1998

Please note that any information provided to **us** will be processed by **us** and **our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

# Policy Conditions

The following Policy Conditions apply to all sections of the policy booklet wording other than Section 4: Family Legal Expenses Insurance and Section 5: Home Emergency Protect.

## 1. Information we need to know about

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

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

- **we** may cancel **your** policy and refuse to pay any claim. or
- **we** may not pay any claim in full, or
- **we** may revise the premium and/or change any **excess**, or
- the extent of the cover may be affected.

## 2. Claims

### Your duties

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

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

### Proof of value and ownership

It is **your** responsibility to provide proof of any loss **you** suffer.

Therefore **we** recommend that **you** keep any receipts, valuations, photographs, instruction booklets and guarantee cards to help with **your** claim.

### Our rights

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

### Sum Insured Limit

For any claim or series of claims involving legal liability covered by this policy, **we** may pay:

- i. up to the **sum insured** shown in this policy booklet or in the **certificate** (less any amounts already paid as compensation)
- ii. any lower amount for which **we** can settle **your** claim.

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

## 3. Fraud

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

## 4. Other Insurance Policies

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

## 5. Cancellation

Following the expiry of **your** Statutory 14 day right to cancel (also known as the “cooling-off period”), **you** continue to have the right to cancel **your** policy at any time during its term.

If **you** do cancel **your** policy after the “cooling-off period”, **you** will be entitled to a refund of the premium **you** paid subject to a deduction for the time for which **you** have been covered. This will be calculated in proportion to the period for which **you** have been on cover.

If **you** wish to cancel **your** policy at any time, please contact **your** insurance adviser.

**We** (or any agent **we** appoint and who acts with **our** specific authority) will cancel this policy by sending **you** 14 days’ notice to **your** last known address. **You** will be entitled to a refund of any premium **you** have paid, less a deduction for the time **you** have been on cover.

This will be calculated in proportion to the period for which **you** have received cover, provided that no claims have been paid or are outstanding during the **period of insurance**.

## 6. Your Duty to Keep to the Policy Conditions

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

## 7. Arbitration

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

## 8. No Claim Discount

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

If **you** make one claim in any **period of insurance**, **your** discount will be reduced in line with the current No Claim Discount scale. If **you** make more than one claim, the No Claim Discount will be reduced to NIL at the next renewal.

## 9. Renewal of the Policy

If **we** are willing to continue providing cover and **your** insurance adviser advises **you** of **our** renewal terms before expiry of **your** existing policy, **you** authorise **your** insurance adviser to renew this insurance, and any subsequent insurance, on expiry in accordance with **our** renewal terms at the time, unless **you** advise **your** insurance adviser otherwise before **your** policy renewal date.

## 10. Your Duty to Prevent Loss or Damage

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

(b) All property insured by this policy must be maintained in good condition.

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

# Policy Exclusions

The following Exclusions apply to all sections of the policy wording other than Section 4: Family Legal Expenses Insurance and Section 5: Home Emergency Protect.

**We** will NOT pay for:

## 1. Radioactive Contamination and Nuclear Assemblies

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

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

## 2. War Exclusion

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

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

## 3. Date Change

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

## 4. Computer Failure

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

## 5. Sonic Bangs

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

## 6. Reduction in Value

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

## 7. Deception

any loss or damage suffered by **you** as a result of being deceived into knowingly parting with property unless it is only entry to the **home**.

## 8. Confiscation

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

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

## 9. Terrorism

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

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

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

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

This paragraph 9 on Terrorism applies only in respect of the **buildings**, extra **accidental damage** cover to **buildings**, **contents**, extra **accidental damage** cover to **contents** and **personal possessions** sections of this policy.



**Discount Insurance** is a leading provider of insurance products and services to the commercial and residential lettings market and provides this policy on behalf of leading UK Insurers.

**With our expertise, commitment to customer care and consistent quality service, you can rely on Discount Insurance for lasting security and comprehensive products.**



**Ask about our Discounted Insurance products & services; which include:**

LANDLORD BUILDINGS AND CONTENTS INSURANCE  
OWNER OCCUPIED  
LANDLORD RENT & LEGAL PROTECTION  
COMMERCIAL PROPERTIES INSURANCE  
COMMERCIAL BUSINESS OWNER INSURANCE  
TENANT CONTENTS INSURANCE  
UK & EU HOLIDAY HOMES  
CARAVAN INSURANCE  
TRAVEL INSURANCE  
BREAKDOWN INSURANCE  
PET INSURANCE  
TENANTS REFERENCING

**DISCOUNT INSURANCE**

The Business Exchange,  
26/28 Hammersmith Grove  
London, W6 7BA  
Tel: 020 8847 8000  
Fax: 020 8847 8001

Home and Travel Limited are registered in England and Wales Reg No. 7270270 and are authorised and regulated by the Financial Conduct Authority 533383. The registered office is 84 Devonshire Road, Chiswick, London W4 2HS.