SECOND HOME

HOLIDAY HOME INSURANCE

FOR FAMILY AND FRIENDS

Policy Wording

Effective 1st July 2025

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Your Policy Wording

Thank **You** for choosing to insure **Your Home** with Cherish Insurance Services (a trading style of Plum Underwriting Limited, which is part of Brown & Brown (Europe) Limited).

Established in 1993, Cherish Insurance Services is a highly respected insurance underwriting agency with a history of providing market leading insurance solutions. **Our** aim is to deliver excellence through **Our** products and with a first-class service; build long term relationships with all of **Our** policyholders.

We choose **Our** Insurers who cover the risks in the **Policy** very carefully, based on their financial strength and service capabilities. The Insurer(s) for **Your Policy** is as detailed on **Your** Schedule.

Our claims service is designed to respond when **You** need it most – 24 hours a day, 7 days a week.

We are delighted to be given the opportunity to provide **You** with an insurance **Policy** and can assure you that **We** will do all **We** can to keep **You** as a valued customer for many years ahead.

Our property insurance **Policy** is designed to protect **You** against the risk of things happening suddenly which **You** could not have expected such as fire, theft, **Flood** and **Storm**. It is not designed to protect **You** against losses that arise due to the gradual deterioration or poor maintenance of **Your** property.

The **Policy** is a contract of insurance between **You** and **Us** and is reliant on **You** providing **Us** with accurate information. Failure to provide this may invalidate the contract or affect the settlement of any claim under the **Policy**. For more information, please refer to the 'General Conditions' section.

In return for payment of the full premium shown on your Schedule, **We** agree to insure **You**, subject to the terms and conditions contained in or endorsed on this **Policy**, against loss or damage **You** sustain or legal liability **You** incur for accidents happening during the **Period of Insurance** shown on **Your** Schedule.

It is essential that **You** read all documents forming part of **Your Policy** to ensure that **You** fully understand the cover that **We** have provided.

The law applicable to this Policy

We and **You** can choose the law which applies to this **Policy**. **We** propose that the Law of England and Wales applies. Unless **We** and **You** agree otherwise, the Law of England and Wales applies to this **Policy**.

How to Use this Policy

Please read this **Policy** wording with **Your Policy** Schedule in order to make sure that **You** are satisfied with **Your** insurance. If **You** have any questions please contact Cherish Insurance Services.

Why some words are shown in bold type

Certain words and phrases printed in **bold type** have defined meanings throughout this **Policy**. **You** can find the meanings of these defined terms in the Definitions section.

Cover details

You will find the following headings on many pages:

What is covered	What is not covered
These sections give detailed information on the insurance provided and must be read with **'What is not covered'** at all times.	These sections draw **Your** attention to what is not included in **Your Policy**.

To help you further

We have included some explanatory notes in **Your Policy**. These are printed in orange.

Making sure your cover stays in place

We asked **You** a number of questions when **You** purchased **Your Policy** and it is important **You** tell **Us** if any of these things change.

These parts of **Your Policy** are called conditions. In other words, **Your** cover remaining intact may be conditional on **You** giving **Us** the right information at the start of **Your Policy** and then letting **Us** know if **Your** circumstances change.

These include:

- If **You** intend on undertaking **Building Works** at **Your Home**.
- If **You** think **You** need to make a claim.
- If **You** or **Your Family** have been declared bankrupt or been subject to bankruptcy proceedings.
- If **You** or **Your Family** have received a police caution for or been convicted of or charged with any offence other than driving offences.
- If **You** or **Your Family** intend to use **Your Home** for any reason other than private residential purposes.
- If **Your** home is no longer used as a second home solely by **You** or **Your Family**.

Checking for changes to your cover

If **You** have varied the basic terms of **Your Policy** with **Us**, this will be stated on **Your** Schedule.

In addition, **We** may apply **Endorsements** that can include things like a requirement to have a burglar alarm fitted, a certain type of lock on **Your** doors, a larger **Policy Excess** on a specific section, or an increased limit for one of **Your** valuable items.

How to Make a Claim

To make a claim, please refer to the section 'How to Make a Claim' on **Your** Schedule for the contact details.

When notifying a claim, please provide **Your** name, **Policy** number (shown on **Your** Schedule), the name of **Your** insurance broker or intermediary (if applicable this will be shown on **Your** Schedule) and full details of the loss or damage.

There are several claims conditions that operate. Please refer to the 'Claims Conditions' section of this **Policy** wording booklet which explains **Your** duties in the event of a claim and how **Your** claim will be dealt with.

Helpful Hints

Below are some helpful hints which if followed can help to prevent or reduce the effects of a loss and although these are not **Policy** conditions it is strongly recommended that these points are followed.

Please note however that in some circumstances **We** may require **You** to follow some of the points noted below as a condition of **Your Policy**. If so, these will be detailed on **Your** Schedule via an **Endorsement(s)**.

Collision

If someone crashes into **Your** wall or **Your** house, make sure **You** record their name, address, vehicle registration and contact details. **We** will need this information to help **Us** try to recover **Your Excess**.

Drains

Some drains which use defective materials such as pitch fibre in their construction are prone to wear out over time naturally. If this happens they will not be covered by **Your Policy**, but there are more specific insurance policies available to protect **You** against this risk.

Escape of water

Your cover for escape of water is designed to cover damage to **Your** property caused by water leaks. One of the biggest risks of water damage occurs when **You** are away during the winter when pipes can freeze and burst, causing large amounts of damage.

If **You** want to turn **Your** heating off, then **You** should drain **Your** central heating system and switch off the water at the mains. Please be aware that cover for escape of water ceases after the home has been **Unoccupied** for more than 60 consecutive days.

It's always a good idea to get **Your** boiler checked and/or serviced by a Gas Safe/Oftec/Hetas certified engineer, depending on **Your** heating system, in plenty of time for winter. This will help prevent boiler failure which could leave **You** with no heating and/or hot water.

In addition, damage can occur due to water leaks caused when the sealant or grout around **Your** bath or shower has worn away or failed. It is important to inspect and maintain **Your** property as damage of this nature is not covered by the **Policy**.

Pipes often burst because they have worn out. If this happens, **You** should turn off the main stop tap and contact a plumber. **We** will be able to pay for the damage the water causes but not to repair the pipe itself.

Fires

A large percentage of fires start in the kitchen and are caused by faulty electrical appliances or unattended cooking pans and equipment – particularly chip pans. In addition candles, cigarettes, electric blankets and overloaded plug sockets cause a significant fire risk.

Please ensure **You** bear these risks in mind and take adequate precautions to protect everyone in **Your Home**.

Smoke alarms save many lives and significant damage every year. Please ensure that **You** have them fitted and check them regularly.

Always purchase electrical goods from a reputable supplier as branded goods sold via untraceable Internet suppliers at much reduced prices may be counterfeit and/or may not be fitted with the appropriate safeguards against the risk of fire.

Floods

If water has or is expected to enter **Your** property, **You** should secure **Your Home** and move **Your Valuables** and essentials to an elevated place or upper floor. **You** should also turn off all the utilities like power, water and gas supplies at their main source and disconnect all electrical appliances if possible.

If **You** know that **Your** second **Home** is in an area which is prone to flooding, there are additional steps **You** can take to protect it. **We** would recommend contacting **Your** local Environment Agency for further advice or call Floodline on 0345 988 1188.

Storms

Properties are designed to withstand damage by all but the most extreme weather conditions. Normal weather conditions should not cause damage to a well maintained property and damage to poorly maintained homes is not covered by this **Policy**. It is therefore important that **You** keep **Your** property in a good state of repair. Areas that **You** should focus on include blocked or broken gutters or down-pipes and loose or damaged roof tiles.

Some areas like flat roofs, fascia boards and boundary walls are difficult to inspect. So if **You** cannot check them **Yourself**, **You** should employ a relevant building expert to do this for **You**.

Subsidence

Damage caused by **Subsidence** is the result of ground movement affecting **Your** property. The most common signs of this are diagonal cracks away from door and window frames. New properties will often move for reasons other than **Subsidence** and this natural **Settlement** is not covered.

Subsidence and other types of ground movement can be difficult and complex to repair. It is important that **You** tell **Us** as soon as possible if **You** think **Your** house may be affected.

Thefts

Many thefts are committed by so called 'opportunist' criminals. **Your** property is significantly more likely to be burgled if accessible entrances are not locked and secured. **Your Policy** may carry an **Endorsement** about the security **You** have in place to prevent thefts. This usually requires **You** to have certain types of door and window locks. Make sure **You** check **Your** Schedule to ensure **You** have the right protection in place. If **You** fail to meet these requirements, **We** may impose a higher **Excess** for theft claims.

If **You** are leaving the **Home** vacant, do what **You** can to make it appear occupied. Ask a neighbour to pick up the mail, cancel milk and any other regular deliveries, and use timers on lights if **You** have them.

Garages and sheds are attractive to criminals as they are easier to break in to and often contain valuable items such as tools. Locking these is another important step to minimising the risk of a theft.

You should also take particular care of items such as laptops, tablets or mobile phones if **You** have Personal Possessions cover. **We** will not cover the theft of such items if they have been left unattended outside of **Your Home**.

Definitions

These definitions do not apply to Home Emergency or Family Legal Expenses where separate definitions apply.

Where **We** explain what a word means, that word will have the same meaning wherever it is used in the **Policy** or Schedule. These words are highlighted by the use of **bold print** and start with a capital letter.

Definitions are listed alphabetically.

Bedroom

A room originally built to be a bedroom even if it is now used for another purpose. A bedroom may be being used as a study, children's play room, gym etc. however if it could easily be changed back to a bedroom then it is a bedroom.

The exception to the above is if the room has been altered in such a way that it cannot easily be used as a bedroom again e.g. If a bedroom has been converted into a bathroom.

Buildings

The structure of the **Home** including fixtures and fittings and the following if they form part of the property:

- Oil gas tanks, cesspits, septic tanks and soakaways.
- Permanent swimming pools, fixed hot tubs or jacuzzis, ornamental ponds, fountains, tennis hard courts.
- Walls, gates, fences, hedges, terraces, patios, drives, paths, artificial lawns, statues, decking, railings, gazebos, pergolas.
- Car ports, garages including garages on nearby sites.
- External lighting, alarm systems and surveillance equipment, solar heating systems, wind turbines, air and ground source heat pumps.
- Fixed recreational toys and brick built barbecues.
- Laminated, wooden effect or vinyl floor covering that could not reasonably be removed and re-used.
- Inspection hatches and covers all supplying **Your Home**.
- **Outbuildings**.

Building Works

Any building work (structural and non-structural) over £10,000 (inclusive of VAT) in total. Building work includes but is not limited to demolition, structural alteration, construction, renovation, refurbishment, structural repair or restoration.

Business Equipment

All computers and equipment (excluding data) used mainly for business, trade, professional or employment purposes unless more specifically insured elsewhere. This includes stock but excludes business **Money** and documents.

Computer Systems Computer or other equipment or component or system or item which processes stores transmits or receives **Data**.

Contents Household goods and **Personal Effects** that belong to **You** or **Your Family** or are legally responsible for.

Also included are tenants' fixtures, fittings and interior decorations.

This does not include **Money**, **Valuables** and **Business Equipment**.

Cyber Act An unauthorised, malicious or criminal act or series of related unauthorised, malicious and criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer Systems**.

Cyber Incident

- any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer Systems**;

or

- any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer Systems**.

Data Any data of any sort whatever, including without limitation tangible or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction gateways, user credentials, websites, or any information whatever.

Denial of Service Attack Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **Computer Systems**. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non-genuine traffic between and amongst networks and the procurement of such actions or instructions by other **Computer Systems**.

Domestic Staff A person employed to carry out domestic duties associated with the **Home** and not employed by **You** in any capacity in connection with any business, trade, profession or employment.

Endorsement(s) A change to the terms of the **Policy** as shown under Endorsements in the Schedule.

Excess The amount **You** are required to pay as the first part of each and every claim made.

Family and Friends Persons who occupy the **Home** without paying a commercial rent to occupy the **Home**.

Flood

An invasion of the property by a large volume of water caused by a rapid build-up of or sudden release of water from outside the **Buildings**.

Guests

Persons paying a rent to occupy the **Home**.

Hacking

Unauthorised access to any **Computer Systems**, whether **Your** property or not.

Heave

The upward or sideways movement of the site on which **Your Buildings** are situated other than **Settlement** caused by swelling of the ground.

Home

The private residence shown in the Schedule including its garages and **Outbuildings** if they form part of the property.

Landslip

Sudden movement of soil on a slope or gradual creep of a slope over a period of time other than **Settlement**.

Money

Coins and bank notes in current use, cheques, postal orders, postage stamps which are not part of a collection, trading stamps, premium bonds, saving stamps or certificates, luncheon vouchers, gift vouchers or gift cards, money orders, travel tickets including season tickets, petrol coupons, phonecards, pre-booked event and entertainment tickets and electronic money cards.

This does not include credit card, debit card or cash dispenser card liability.

Outbuildings

- Sheds
- Greenhouses
- Summer houses
- Other **Buildings** but not including touring caravans, mobile homes, motor homes or structures made of canvas, PVC or any other non-rigid material

which do not form part of the structure of the main **Building** of the **Home** and are used or occupied for domestic purposes.

Period of Insurance

The dates shown on the Schedule. A new Schedule will be issued by email to the registered email address subject to payment of premium being made and accepted.

Personal Effects

Clothes and items of a personal nature likely to be worn, used or carried that are permanently kept within the **Home**. For example portable radios and TVs, hand held games consoles, MP3 players, mobile phones and sports equipment.

Phishing

Any access or attempted access to **Data** made by means of misrepresentation or deception.

Policy

Your policy wording and most recent Schedule which include any **Endorsement(s)**.

Settlement

The natural movement of new properties in the months and years after they are built.

Storm

A period of violent weather defined as:

- Wind speeds with gusts of at least 48 knots (55mph)* or
- Torrential rainfall at a rate of at least 2.5cm (1 inch) per hour or
- Snow to a depth of at least 30cm (1ft) in 24 hours or
- Hail of such intensity that it causes damage to hard surfaces or breaks glass.

*Equivalent to Storm Force 10 on the Beaufort Scale.

Subsidence

Downward movement of the site on which the **Buildings** are situated by a cause other than **Settlement** or the weight of the **Buildings** themselves.

Unfurnished

Without sufficient furniture and furnishings for normal living purposes.

Unoccupied

Not lived in and not occupied overnight by **You**, **Your Family and Friends** for more than 60 consecutive days.

Valuables

Jewellery (including costume jewellery), articles of or containing gold, silver or other precious metals, cameras (which includes camera lenses), binoculars, watches, furs and collections of stamps, coins and medals.

Vehicles

1. Electronically or mechanically propelled or assisted vehicles including plant machinery, mini diggers, fork lift trucks, motor cycles, children's motor cycles, powered transporters (including e-scooters and Segways), quad bikes and children's quad bikes.
2. Aircraft (including any type of gliders), drones (including mechanically propelled aerial toys, models or devices), boats, hovercraft and any type of craft designed to be used in or on the water including hand or foot propelled craft, sailboards, electric surfboards and windsurfers.
3. Trailers, carts, wagons, caravans and horse boxes.
4. Parts, accessories (including keys and key fobs), tools supplied with the vehicle and/or used for commercial purposes, fitted radios, cassette players and compact disc players and satellite navigation systems primarily used for any of the items in 1 – 3 above.

The following items are not included in this definition:

- Ride on lawn mowers only used for domestic purposes within the boundaries of the land belonging to **Your Home**.
- Wheelchairs, mobility scooters and invalid carriages, provided they are only being used for their intended purpose and by the intended user, and they do not need to be registered for road use.
- Surfboards (non-electric), water-skis, snowboards and skis.
- Toys and models.

- Pedal cycles and electrically powered assisted pedal cycles. The motor should have a maximum power output of 250 watts and should not be able to propel the bike when it's travelling more than 15.5mph.
- Golf trolleys which are controlled by someone on foot.
- Portable satellite navigation devices or global positioning devices but not those fixed to a vehicle.

Vermin

Brown or black rats, house or field mice, grey squirrels, owls, pigeons, foxes, bees, wasps or hornets.

Virus or Similar Mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, **Computer Systems**, **Data** or operations, whether involving self-replication or not. The meaning of virus or similar mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

We/Us/Our

Cherish Insurance Services (a trading name of Plum Underwriting Limited) acting on behalf of **Your** insurers.

You/Your

The person or persons named in the Schedule as the policyholder and their domestic partner(s).

General Conditions

These conditions do not apply to Home Emergency or Family Legal Expenses where separate definitions apply.

You, Your Family and Friends must keep to the following conditions to have the full protection of **Your Policy**. If **You** or **Your Family and Friends** do not comply with them **We** will take one or more of the following actions:

- Cancel **Your Policy**.
- Declare **Your Policy** void (treating **Your Policy** as if it never existed).
- Change the terms of **Your Policy**.
- Refuse to deal with all or part of any claim or reduce the amount of any claim payment.

Information you have given us

In deciding to accept this **Policy** and in setting the terms including premium **We** have relied on the information which **You** have provided to **Us**. **You** must take care when answering any questions **We** ask by ensuring that any information provided is accurate and complete and tell **Us** or **Your** broker if this information changes. If **You** are in any doubt, please talk to **Us** or **Your** broker. **We** will tell **You** if a change in information affects **Your** insurance.

If **We** establish that **You** deliberately or recklessly provided **Us** with untrue or misleading information **We** will have the right to:

a. treat this **Policy** as if it never existed;

b. decline all claims;

c. retain the premium; and

d. request a refund from **You** of any claim payments already made.

If **We** establish that **You** carelessly provided **Us** with untrue or misleading information **We** will have the right to:

i. treat this **Policy** as if it had never existed, refuse to pay all claims and return the premium **You** have paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered;

ii. treat this **Policy** as if it had been entered into on different terms from those agreed, if **We** would have provided **You** with cover on different terms and apply these amended terms to all claims under the **Policy**, including any claims **You** have already made;

iii. reduce the amount **We** pay on any claim in the proportion that the premium **You** have paid bears to the premium **We** would have charged **You**, if **We** would have charged **You** more.

We will notify **You** in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding claim and (ii) and/or (iii) apply, **We** will have the right to:

1. give **You** thirty (30) days notice that **We** are terminating this **Policy**; or
2. give **You** notice that **We** will treat this **Policy** and any future claim in accordance with (ii) and/or (iii), in which case **You** may then give **Us** thirty (30) days' notice that **You** are terminating this **Policy**.

If this **Policy** is terminated in accordance with (1) or (2), **We** will refund any premium due to **You** in respect of the balance of the **Period of Insurance**.

Changes in your circumstances

You must tell **Us** as soon as possible if **Your** circumstances change or if any of the information shown in **Your** proposal form, Statement of Fact or Schedule changes during the **Period of Insurance**.

Examples of changes **We** must be made aware of are:

- Change of address.
- If **You** intend to undertake **Building Works** at **Your Home**.
- If **You** or **Your Family** intend to let or sub let **Your Home**.
- If **You** or **Your Family** intend to use **Your Home** for any reason other than private residential purposes.
- If **Your Home** will be **Unoccupied** for more than 60 consecutive days.
- If **Your Home** is no longer occupied solely by **You, Your Family and Friends**.
- If **You** or **Your Family** have been declared bankrupt or been subject to bankruptcy proceedings.
- If **You** or **Your Family** have received a police caution for or been convicted of or charged with any offence other than driving offences.

We will then tell **You** if there will be any change to **Your** insurance premium and/or any change in the terms of **Your Policy**.

You must ensure that **You** provide accurate and complete information when asked questions about the changes in **Your** circumstances.

If **You** do not keep **Us** updated on any changes to information or provide untrue or misleading information when updating **Us**, then the remedies outlined in 'Information you have given us' will be applied.

Mains services / heating – Escape of water

If the **Home** is not lived in for 14 consecutive days or more between the months of October to March inclusive, **You** must ensure that either:

a. The water is turned off at the mains and the water and heating system is drained;

Or

b. The **Home** shall be maintained at a temperature not less than 13ºC.

If **You** do not comply with either point a. or point b. between the months of October to March inclusive when the **Home** is not lived in for 14 consecutive days or more, the £500 **Excess** for any escape of water claim is increased to £1,000 unless an accredited water stop loss device has been installed.

The value of your contents

You must notify **Us** as soon as possible when the full value of **Your Contents** exceeds the amount shown in **Your Policy** Schedule. If the amount shown on **Your** Schedule represents less than 100% of the full replacement value of **Your Contents**, **We** will only be able to settle claims at the percentage **You** are insured for. For example if the value of **Your Contents** shown on **Your** Schedule only represents 70% of the full replacement value then **We** will not pay more than 70% of **Your** claims.

The full replacement value of **Your Contents** means the current cost to replace all of **Your Contents** as new.

If the full replacement value of **Your Contents** exceeds the amount shown in **Your** Schedule the cover under the **Policy** will no longer meet **Your** needs.

The value of your buildings

You must notify **Us** as soon as possible if the full rebuilding cost of **Your Buildings** exceeds the amount shown in **Your Policy** Schedule. If the amount shown on **Your** Schedule represents less than 100% of the full replacement value of **Your Buildings**, **We** will only be able to settle claims at the percentage **You** are insured for. For example if the value of **Your Buildings** shown on **Your** Schedule only represents 70% of the full replacement value then **We** will not pay more than 70% of **Your** claims.

The full rebuilding cost of **Your Buildings** means the cost of rebuilding if the **Buildings** are completely destroyed. This is not necessarily the market value.

If the full rebuilding cost of **Your Buildings** exceeds the amount shown in **Your** Schedule the cover under the **Policy** will no longer meet **Your** needs.

Updating sums insured

Although this **Policy** does not specifically provide for increases to take account of inflation, the level of cover selected will be reviewed periodically and **You** will be advised when general increases take place.

However, the value of **Your Contents** or **Your Buildings** may be growing faster, perhaps because of acquired items or improvements to the property such as adding a conservatory.

You should ensure that **You** have sufficient cover and if in doubt, **You** should contact Cherish Insurance Services for assistance.

Taking care of your property

You and **Your Family and Friends** must take all reasonable precautions to avoid injury, loss or damage and take all reasonable steps to safeguard all the property insured from loss or damage.

You must maintain the **Buildings** and **Contents** in good repair.

Dual insurance

If any injury, loss, damage or liability under 'Occupiers and Public liability' or 'Property owner's liability' is covered by any other insurance **We** will not make any payment. If any other injury, loss, damage or liability is covered by any other insurance then **We** will not pay more than **Our** share.

Fraud

Throughout **Your** dealings with **Us**, **We** expect **You** to act honestly.

If **You** or anyone acting for **You**:

- Knowingly makes a fraudulent or exaggerated claim under the **Policy**, or
- Knowingly makes a false statement in support of a claim (whether or not the claim itself is genuine), or
- Submits a knowingly false or forged document in support of a claim (whether or not the claim itself is genuine), or
- Makes a claim for any loss or damage caused by **Your** wilful act or caused with **Your** agreement knowledge or collusion.

Then:

- **We** will cancel **Your Policy** from the date of the fraudulent act.
- **We** will not pay any fraudulent claims.
- **We** will be entitled to recover from **You** the amount of any fraudulent claim already paid under the **Policy** since the start date.
- **We** will not return any premium paid by **You** for the **Policy**.
- **We** will inform the Police of the circumstances.

Sanctions

We will not provide cover, be liable to pay any claim or provide any benefit where doing so would expose **Us**, or any insurers to:

- any sanctions, prohibitions or restrictions under United Nations resolutions; or
- the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, or United States of America.

Cancelling your cover

Statutory cancellation rights

If, for any reason, **You** feel that this policy is not right for **You**, **You** are entitled to cancel this **Policy** by notifying **Your** insurance broker or intermediary in writing (letter or email) within 14 days of either the date **You** receive **Your Policy** documentation or the inception or renewal of the **Policy**, whichever is the later.

If cover has not started **We** will refund the full premium, including any underwriting fees. If cover has started **We** will keep an amount of premium in proportion to the time **You** have

been on cover, plus any underwriting fees and refund the rest to **You** provided no claims have occurred. If any claims have been made **You** will not receive a refund of premium.

Cancellation outside the statutory period

You may cancel this **Policy** at any time by notifying **Your** insurance broker or intermediary.

As long as **You** have not incurred eligible claims during the period **We** have been on cover, **We** will keep an amount of premium in proportion to the time **You** have been on cover, plus any underwriting fees and refund the rest to **You**.

If **You** are paying by instalments, **Your** instalments will end and if **You** incur eligible claims **You** will either have to continue with the instalments, until the **Policy** renewal date, or **We** may, at **Our** discretion, take the outstanding instalments **You** still owe from any claim payment **We** make.

If **You** pay annually and **You** have received payment for or are in the process of making a claim **You** will not receive any refund of premium.

Our right to cancel your cover

We reserve the right to cancel **Your Policy** when there is a valid reason to do so. Valid reasons are:

- **You** provide us with inaccurate or incomplete information. Please see "Providing accurate and complete information" in the General Conditions.
- **You** make a change to **Your** information which renders the risk no longer acceptable for **Us** to insure. Please see 'Changes in your Circumstances'.
- **You** act in a fraudulent manner. Please see 'Fraud' for further information.
- **You** fail to supply requested validation documents. Please see the Claims Conditions section for further information.
- **You** use threatening or abusive behaviour or language towards **Our** staff or suppliers.

If **We** cancel **Your Policy**, **We** shall provide **You** with 14 days prior written notice by recorded delivery to **Your** last known address. Within this notice **We** will advise **You** of **Our** reasons for cancelling **Your Policy** and any premium refund will be calculated in accordance with the above. If **We** cancel **Your Policy** because **You** have acted in a fraudulent manner **We** will not return any premium paid by **You** for the **Policy** and **We** may not provide any prior written notice.

Non payment of premiums

We reserve the right to cancel this **Policy** by providing 14 days prior written notice in the event of non-payment of the premium or default if **You** are paying by instalments.

If **We** are unable to collect a payment by instalments **We** will use reasonable endeavours to collect the outstanding payment(s) before exercising **Our** right to cancel the **Policy**.

Claims Conditions

These conditions do not apply to Home Emergency or Family Legal Expenses, where separate conditions apply.

You must comply with the following claims conditions to have the full protection of **Your Policy**. If **You** or **Your Family and Friends** do not comply with them, **We** may take one or more of the following actions:

- Cancel **Your Policy**.
- Change the terms of **Your Policy**.
- Refuse to deal with all or part of any claim or reduce the amount of any claim payment.

Brown & Brown Claims (UK) Limited provide the claims handling service for this **Policy**. For this section the terms **Us**, **We** and **Our** are referring to Brown & Brown Claims (UK) Limited.

The first thing you must do

You must notify the Police or other appropriate local or civil authority immediately **You** become aware that a crime has been committed, obtain a crime or lost property number and notify **Us** in writing no later than 7 days after the date of such incident.

We recommend that **You** check **Your Policy** cover. Check that the loss or damage is covered. This **Policy** contains details of what is covered and how claims are settled.

You should always

- Take all reasonable steps to recover missing property.
- Take all reasonable steps to prevent further damage.
- Notify **Us** as soon as reasonably possible in writing, and on no account later than 30 days after the date of the incident, of any loss, damage, or any claim made against **You**, or any circumstance or occurrence which may subsequently give rise to a claim under this **Policy**.

Claims process

When **You** contact **Us**, **We** will do the following, as appropriate:

a. Take details of the loss.

b. Arrange for an approved tradesperson to provide **Us** with an estimate or undertake emergency repairs immediately.

c. Instruct an approved supplier to contact **You** if appropriate.

d. Where necessary, arrange for someone to call or contact **You** by telephone as soon as possible to discuss **Your** claim. This person may be one of **Our** own claims staff or an independent Chartered Loss Adjuster.

What you must do after making your claim

- Tell **Us** and provide full details in writing, as soon as possible, if someone is holding **You** or **Your Family and Friends** responsible for damage to their property or bodily injury to them and send to **Us** as soon as possible any writ summons letter of claim or other document.
- If requested, send written details of **Your** claim to **Us** within 30 days.
- To help assist with dealing with **Your** claim **We** may require **You** to obtain estimates for the replacement or repair of the damaged property.
- **We** will only ask for information relevant to **Your** claim and **We** will pay for any reasonable pre-agreed expenses **You** incur in providing the above information as part of **Your** claim.
- If **We** ask **You** must allow **Us**, an approved supplier or a loss adjuster access to inspect the damage to **Your** Buildings or Contents.
- To help prove **Your** claim **We** may require **You** to provide documentation as detailed in 'Proof of your claim and its value' below.

Proof of your claim and its value

It is **Your** responsibility to prove any claim. To help prove **Your** claim **We** may require **You** to provide original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, proof of authenticity, utility bills, pre-purchase surveys, plans and deeds of **Your** property or other documents **We** may reasonably require.

What you must not do

- Admit or deny any claim made by someone else against **You** or **Your Family and Friends** or make any agreement with them.
- Abandon any property to **Us**.
- Dispose of damaged items as **We**, an approved supplier or loss adjuster may need to inspect the damage.

What we are entitled to do

We are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in **Your** name for **Our** benefit against any other party.

We are entitled to take possession of the property insured and deal with any salvage. **We** may also pursue any claim to recover any amount due from a third party in **Your** name. **We** are entitled to retain the right to communicate directly with **You** regarding **Your** claim, even in situations where **You** have appointed a professional representative, such as a loss assessor or claims management company, to act on **Your** behalf.

We are entitled to assess **Your** claim based on **Our**, an approved supplier's or loss adjuster's view and interpretation, even in situations where **You** have appointed a professional representative, such as a loss assessor or claims management company, to act on **Your** behalf.

How We Settle Claims

Buildings, Contents and Personal Possessions sections

We may repair, reinstate or replace the damaged property. If **We** cannot replace or repair the property **We** may pay **You** for the loss or damage in cash or cash alternative (including vouchers and/or store cards).

Where **We** can offer repair or replacement through a preferred supplier, but **We** agree to pay **You** a cash or cash alternative settlement, then the payment will not exceed the amount **We** would have paid the preferred supplier.

If no equivalent replacement is available then **We** will pay **You** the full replacement cost, subject to the **Excess**, of the item with no discount for wear and tear applied, as long as:

- The damaged property has been maintained in good repair.
- The amount shown in **Your Policy** Schedule is sufficient to cover the full value of the damaged property.
  - For **Contents**, full value means the current cost to replace all **Your Contents** as new.
  - For **Buildings**, full value means the cost of rebuilding if the **Buildings** were completely destroyed. This is not the market value.

We may appoint an approved supplier to act on **Our** behalf to validate **Your** claim. They are authorised to arrange a quotation, a repair or a replacement.

The sums insured that apply to your **Policy** will not be reduced by any claim.

Any permanent repairs made by our approved suppliers are guaranteed.

Matching sets, suites and carpets

Where items originally purchased as part of a set cannot be matched and an appropriate replacement cannot be sourced, **We** will pay for accompanying items from a bathroom suite, three piece suite, or kitchen unit (excluding kitchen appliances) if one individual item is damaged.

In all other circumstances an individual item from a matching set of articles is regarded as a single item. **We** will pay **You** for individual damaged items but not for undamaged companion pieces.

Where floor coverings are damaged beyond repair only the damaged floor coverings will be replaced and not undamaged floor coverings in adjoining rooms.

No Claims Discount

No claims discount is earned separately under both the **Buildings** and **Contents** sections of **Your Policy**. It will increase by one year for each year **You** have not made a claim up to the maximum number of years allowable.

Any claims under the Home Emergency and Family Legal Expenses sections will not affect **Your** no claims discount.

No claims discount protection

Your Policy automatically includes protected no claims discount.

- **You** can make one claim in a three year period and **Your** no claims discount will not be reduced.
- For any second claim in a three year period **Your** no claims discount will be reduced by three years on the section(s) under which **You** have made the claim, either **Buildings** or **Contents** or both.
- For any subsequent claim in a three year period **Your** no claims discount will be reduced to nil on the section(s) under which **You** have made the claim, either **Buildings** or **Contents** or both.

Scale of no claims discount

Years claim free	Buildings discount	Contents discount
0	0%	0%
1	5%	13%
2	10%	19%
3	14%	23%
4	18%	29%
5	24%	33%
6	24%	37%
7	26%	40%
8	28%	43%
9	30%	45%
10	31%	47%

General Exclusions

These exclusions apply throughout **Your Policy**.

We will not pay for:

Riot/civil commotion

Any loss, damage or liability occasioned by or happening through riot or civil commotion outside the United Kingdom, the Isle of Man or the Channel Islands.

Sonic bangs

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

Reduction in market value

Any reduction in market value of any property following its repair or reinstatement.

Confiscation

Any loss or damage or liability occasioned by or happening through confiscation or detention by customs or other officials or authorities.

The exclusions above do not apply to the following covers

- Liability to **Domestic Staff**.
- Occupiers and Public liability.
- Property owner's liability.

Radioactive contamination

Loss, damage or liability to any property or any other loss, damage or additional expense following on from the event for which **You** are claiming arising from and any legal liability directly or indirectly caused by or contributed to by or arising from:

- Ionising radiations or contamination by radioactivity from any irradiated nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel.
- The radioactive, toxic, explosive, or other hazardous properties of any explosive nuclear assembly or of its nuclear component.

War risks

Any loss, damage or liability caused by or happening through war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

Terrorism

Any loss, damage, liability, cost or expenses of whatsoever nature directly or indirectly caused by or happening as a consequence of terrorism or any action taken in controlling preventing or suppressing any acts of terrorism or in any way relating hereto.

For the purpose of this exclusion 'terrorism' means the use of biological, chemical and/or nuclear chemical, and/or nuclear force or contamination, and/or threat thereof by any person or group of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government, and/or to put the public in fear. However, losses caused by or resulting from riot, attending a strike, civil commotion and malicious damage are not excluded hereunder.

Pollution/contamination

Loss, damage, liability or bodily injury arising directly or indirectly from pollution or contamination unless caused by:

- A sudden and unforeseen and identifiable incident.
- Leakage of oil from a domestic oil installation at **Your Home**.

Gradual deterioration/maintenance

Any loss or damage caused gradually, or by wear and tear, depreciation, the effects of light or the atmosphere, mould, dry or wet rot or fungus, and costs that arise from the normal use, maintenance and upkeep of **Your Buildings** and its **Contents**.

Deliberate loss or damage

Any loss or damage caused or allowed to be caused deliberately, wilfully, maliciously, illegally or unlawfully by **You** or **Your Family** or anyone lawfully in the **Home**.

Virtual currencies

Any loss or damage to any virtual currencies including but not limited to crypto-currency, including fluctuations in value.

Cyber exclusion

We will not pay for any loss, damage, cost or expense directly or indirectly caused by, contributed to by, arising from, occasioned by or resulting from:

a. any **Cyber Act** including but not limited to **Hacking**, **Phishing**, **Denial of Service Attack** or the transmission of any **Virus or Similar Mechanism**; or

b. any **Cyber Incident**.

This exclusion will not apply to sudden and unintentional physical damage resulting from causes which are covered by **Your Policy**.

Contents Cover

Your Schedule will show if this Section is in force.

What are contents?	What contents are not covered?
Household goods and **Personal Effects** that belong to **You** or **Your Family** or are legally responsible for. Also included are tenants' fixtures, fittings and interior decorations.	a. **Vehicles** and caravans. b. Any living creature. c. Documents. d. Lottery tickets and raffle tickets. e. Any part of the structure of the **Buildings** other than fixtures and fittings for which **You** are responsible as the occupier. f. **Money**, **Valuables** and **Business Equipment**.

What is the most we will pay?

We will not pay more in total than the Maximum Limit for **Contents** shown in **Your Policy** Schedule for any one claim under covers 1–11.

For covers 12, 13, 18, 23 and 24, **We** will pay up to the Maximum Limit for **Contents**. For covers 14-17 and 19-22, **We** will pay up to the limits shown.

The limit for paintings and works of art is £15,000.

What is covered	What is not covered
Loss or damage to **Your Contents** while they are in the **Home** by following causes:	The amount of the **Excess** shown in the Schedule (increased for causes 4 and 8 and not applicable for covers 19 and 20).
1. Fire, smoke, explosion, lightning, earthquake.	1. Smoke damage arising gradually or out of repeated exposure.
2. **Storm** or **Flood**.	2. Loss or damage caused by frost.
3. Theft or attempted theft. Minimum security precautions **Endorsement** may apply – see Schedule.	3. a. Loss or damage while the **Home** is **Unoccupied** or **Unfurnished**. b. Loss where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason. c. Loss or damage from the **Home** if any part of it is occupied by anyone other than **You, Your Family and Friends** unless there has been forcible and violent entry to, or exit from, the **Home**. d. Loss or damage as a result of any failed online purchase or transaction.
4. Escape of water from: a. A fixed: i. Water installation. ii. Drainage installation. iii. Heating installation. b. A washing machine, dishwasher, water bed, refrigerator or deep freeze cabinet. Damage caused by the escape of water is covered but damage to the items themselves is only covered if an insured cause or cover is operative.	4. a. Loss or damage while the **Home** is **Unoccupied** or **Unfurnished**. b. Loss or damage caused by failure or lack of sealant and/or grout.

What is covered	What is not covered
5. Escape of oil from a fixed oil–fired heating installation including smoke and smudge damage by vaporisation due to a defective oil–fired heating installation. Damage caused by the escape of oil is covered, but damage to the installation is only covered if an insured cause or cover is operative.	5. Loss or damage while the **Home** is **Unoccupied** or **Unfurnished**.
6. Malicious persons or vandals. Minimum security precautions **Endorsement** may apply - see **Your** Schedule.	6. a. Loss or damage while the **Home** is **Unoccupied** or **Unfurnished**. b. Malicious damage caused by **You** or **Your Family and Friends** or any persons **You** or **Your Family and Friends** have allowed into **Your Home**.
7. Riot, civil commotion, strikes, labour and political disturbances.	
8. **Subsidence** or **Heave** of the site on which the **Buildings** stand, or **Landslip**.	8. Loss or damage resulting from coastal or river bank erosion.
9. Loss or damage caused by collision of: a. Aircraft. b. Aerial devices. c. Road or rail vehicles (or anything dropped from them). d. Animals.	9. Loss or damage caused by: a. **You** or **Your Family and Friends'** domestic animals. b. Insects.
10. Falling trees or branches.	10. a. The cost of removing fallen trees or branches unless the **Buildings** or **Contents** have also been damaged. b. Loss or damage caused during tree felling, lopping or topping.

What is covered	What is not covered
11. Damage to the **Contents** caused by breakage or collapse of: a. Satellite dishes. b. TV or radio aerials, aerial fittings or masts. c. Lampposts. d. Telegraph poles. e. Electricity pylons, poles or overhead cables.	11. a. Mechanical or electrical breakdown or failure. b. Damage caused by or in the process of cleaning, maintenance, repair or dismantling. c. Damage to equipment not in or attached to the **Buildings**. d. Loss or damage to the items themselves. Cover for items in or on the **Home** may be covered – see cover 12.
12. Entertainment equipment Accidental damage to: a. Television sets, stereos, home cinema and home entertainment units and radios. b. MP3 players, CD players, record players and tape recorders. c. Blu-ray players, DVD players, video recorders and games consoles and players. d. Computers (including portable computers). e. Cable/satellite/digital television receivers. f. Television aerials and satellite dishes.	12. a. Mechanical or electrical breakdown or failure. b. Damage to records, discs, cassettes and tapes. c. Accidental damage or contamination to computers or computer equipment by: i. Erasure or distortion of data. ii. Accidental erasure or mislaying or misfiling of documents or records. d. Damage caused by or in the process of cleaning, maintenance, repair, dismantling or altering. e. Loss arising from the cost of remaking any film, disc or tape, or the value of any information contained on it. f. Damage to equipment not in or on the **Home**. g. Loss or damage by chewing, scratching, tearing, fouling or urinating by domestic animals. h. Damage caused by insects or **Vermin**.
13. Mirrors and glass Accidental breakage of: a. Mirrors. b. Fixed glass in and glass tops of furniture. c. Ceramic hobs and ceramic tops of cookers. d. Glass oven doors.	13. Loss or damage while the **Home** is **Unoccupied** or **Unfurnished**.

What is covered	What is not covered
14. Replacement of locks **We** will pay for the cost of replacing keys and locks or lock mechanisms to: i. External doors and windows of the **Home** ii. A safe within or an alarm protecting the **Home** following the theft of their keys. **We** will not pay more than £1,000 for any one claim. Assistance for lost keys is provided under Home Emergency.	14. The cost of replacing keys and locks to a garage or **Outbuilding**. If **You** have chosen both Contents Cover and Buildings Cover then **We** will only pay under one section for any one claim.
15. Accidental loss of oil and metered water **We** will pay for accidental loss of domestic heating oil and metered water. **We** will not pay more than £1,000 for any one claim.	15. Loss or damage while the **Home** is **Unoccupied** or **Unfurnished**.
16. Contents in the open Loss or damage by causes 1 and 3-11 to **Contents** while in the open within the boundaries of the land belonging to the **Home**. **We** will not pay more than £1,000 for any one claim. Items such as garden furniture, external statues and garden pots are included within this section. Limited cover for plants and trees is provided under cover 21 – Garden Plants.	16. Loss or damage to plants and trees.

What is covered	What is not covered
17. Alternative accommodation While the **Home** cannot be lived in because of loss or damage covered under this section of the **Policy**, **We** will pay for the reasonable cost of alternative accommodation for **You**, **Your Family** and **Your** domestic pets. When **You** require alternative accommodation, **We** will always discuss this with **You**. To determine what **We** mean by the 'reasonable cost of alternative accommodation' there are numerous factors **We** consider, including: • the circumstances of **Your** claim • the needs of **You**, **Your Family** and domestic animals • how long **You** might need the accommodation for • what type of accommodation is available and where it is located. **We** will not pay more than 20% of the **Contents** Sum Insured for any one claim. This cover is only operative if Buildings Cover is not insured.	
18. Frozen food Loss or damage to food in a fridge or freezer which is made inedible by: a. A change in temperature. b. Contamination by refrigerant or refrigerant fumes. The refrigerator or deep freeze cabinet must be: 1. In the **Home**. 2. Owned by or be the responsibility of **You**.	18. Loss or damage resulting from: a. The deliberate act of **You** or any electricity supplier. b. Strike, lock–out or industrial dispute. c. Frozen food mainly used for business, trade, profession or employment purposes.

What is covered	What is not covered
19. Liability to domestic staff Subject to the limit below, **We** will pay any amount that **You** become legally liable to pay as compensation (including claimant's costs and expenses) for death, bodily injury or illness of any **Domestic Staff** within the United Kingdom, the Channel Islands and the Isle of Man. **We** will pay **You** up to £10,000,000 (which includes costs and expenses agreed by **Us** in writing) for any one claim or series of claims arising from any one event or one source or original cause.	19. **Your** legal liability to pay compensation or costs for bodily injury (including death) sustained by any **Domestic Staff** when they are: a. Carried in or on a **Vehicle**, or b. Entering into or getting out of a **Vehicle** where such bodily injury or illness (including death) is caused by or arises out of **Your** or **Your Family's** use of any **Vehicle**.
20. Occupiers and Public Liability **We** will pay up to £5,000,000 (including costs and expenses agreed by **Us** in writing) for any one claim, or series of claims, arising from any one event or one source or original cause that **You** become legally liable to pay as compensation (including claimant's costs and expenses) occurring during the **Period of Insurance** for accidental: a. Death, bodily injury or illness of any person. b. Damage to material property not belonging to or in the custody or control of **You**, **Your Family and Friends** or **Domestic Staff** arising from: i. The occupation of the **Home** (but not its ownership). ii. **Your** private pursuits. iii. The employment by **You** of **Domestic Staff**.	20. Legal liability to pay compensation or costs arising from: a. Any business, trade, profession or employment. b. The transmission of any contagious disease or virus. c. The ownership, possession or use of **Vehicles**. d. Owning, possessing or using drones including mechanically propelled aerial toys, models or devices. e. Owning, possessing or using caravans. f. Owning, possessing or using any dangerous dogs as listed under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1983. This includes cross breeds of those listed with any other breed, and any updates or changes that are made to these laws. g. Owning any species of animal not domesticated in the UK. h. Death of or bodily injury or illness to **You** or **Your Family and Friends**. i. Any action for damages brought in a court outside the United Kingdom, the Channel Islands or the Isle of Man.

Continued on next page

What is covered	What is not covered
	j. Any liability which is covered under a more specific policy. **Important** Under this section **We** will provide cover for **Your** liability as the occupier of **Your Home** arising from the private pursuits of **You** or **Your Family**. **We** will not cover **Your** liability arising from **Your** ownership of **Your Home**. Most commonly, the occupier (tenant or occupying owner) of the property and the land belonging to it will be held responsible for liabilities arising from incidents occurring at the property. Please note if You are the owner of the Buildings You will also need to arrange property owners liability cover which most insurers automatically include under buildings insurance.
21. Garden plants **We** will pay up to £500 for any one claim for loss or damage to plants by **Contents** causes 1, 3, 6 & 7 whilst in the open within the boundaries of the land belonging to **Your Home**. This includes shrubs, trees, rockeries, bushes and vegetables.	21. Loss or damage by causes 3 or 6 while the **Home** is **Unoccupied** or **Unfurnished**.
22. Emergency entry Loss or damage to the **Contents** caused when the Fire, Police or Ambulance Service has to force an entry to the **Buildings** because of an emergency (or perceived emergency) involving **You** or **Your Family and Friends**.	

What is covered	What is not covered
23. Accidental loss or damage to **Contents** whilst in the **Home**.	23. Any loss or damage specifically excluded under **Contents** causes 1-11 and covers 12-21. Accidental damage or loss: a. By mechanical or electrical breakdown or failure. b. Arising from the cost of remaking any film, disc, or tape or the value of any information contained on it. c. Caused by or in the process of cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing. d. By chewing, scratching, tearing, fouling or urinating by domestic animals. e. Caused by rot, fungus, infestation, chewing, scratching, tearing, fouling or urinating by insects or **Vermin**. f. To food, drink or plants. g. Specifically covered under **Contents** causes 1-11 and **Contents** covers 12-23. h. To computers or computer equipment by accidental loss, mislaying or misfiling of documents or records. i. Arising from depreciation in value or other loss, damage or additional expense following on from the event for which **You** are claiming, e.g. costs incurred in preparing the claim or loss of earnings following **Your** bodily injury or illness. j. While the **Home** is **Unoccupied** or **Unfurnished**.

Buildings Cover

Your Schedule will show if this section is in force.

What is the most we will pay?

We will not pay in total more than the Maximum Limit shown for **Buildings** in **Your Policy** Schedule for any one claim under causes 1–11. For covers 14, 17, 18 and 22, **We** will pay up to the **Buildings** Maximum Limit and for covers 12, 13, 15, 16 and 19-21, **We** will pay up to the limits shown.

What is covered	What is not covered
Loss or damage to the **Buildings** by the following causes:	The amount of the **Excess** shown in the Schedule (increased for causes 2 and 4) and not applicable to cover 19-21.
1. **Storm** or **Flood**.	1. Loss or damage a. To gates, hedges and fences. b. By **Storm** to radio or television aerials or satellite dishes.
2. Escape of water from or frost damage to: a. Loss or damage caused by water leaking from or freezing in a: i. Water installation. ii. Drainage installation. iii. Heating installation. b. A washing machine, dishwasher, water bed, refrigerator or deep freeze cabinet. **We** will also pay the necessary and reasonable costs that **You** incur in locating the source of the damage, including the reinstatement of any wall, floor or ceiling removed or damaged during the search. **We** will not pay more than £5,000 for locating the source of damage for any one claim. Damage caused by the escape of water is covered but damage to the items themselves is only covered if an insured cause or cover is operative.	2. a. Loss or damage while the **Home** is **Unoccupied** or **Unfurnished**. b. Loss or damage caused by failure or lack of sealant and/or grout.

What is covered	What is not covered
3. Escape of oil from a fixed oil–fired heating installation including smoke and smudge damage by vaporisation due to a defective oil–fired heating installation. **We** will also pay the necessary and reasonable costs that **You** incur in locating the source of the damage including the reinstatement of any wall, floor or ceiling if removed or damaged during the search. **We** will not pay more than £5,000 for locating the source of damage for any one claim. Damage caused by the escape of oil is included but damage to the installation is only covered if an insured cause or cover is operative.	3. Loss or damage while the **Home** is **Unoccupied** or **Unfurnished**.
4. **Subsidence** or **Heave** of the site on which the **Buildings** stand, or **Landslip**.	4. Loss or damage: a. Caused by normal **Settlement**, shrinkage or expansion. b. Resulting from coastal or river bank erosion. c. Arising from construction, structural alteration, repair or demolition. d. Arising from the use of defective materials, defective design, or faulty workmanship. e. To boundary and garden walls, terraces, gates, hedges and fences, paths and drives, artificial lawns, patios, tennis hard courts and swimming pools unless the **Home** has been damaged at the same time by the same cause. f. To, or resulting from movement of, solid floor slabs and non load bearing walls unless the foundations beneath the loadbearing walls of the **Home** are damaged at the same time by the same cause.
5. Theft or attempted theft.	5. Loss or damage while the **Home** is **Unoccupied** or **Unfurnished**.
6. Collision by: a. Aircraft. b. Aerial devices. c. Road or rail **Vehicles** (or anything dropped from them). d. Animals.	6. Loss or damage caused by: a. **Your** or **Your Family and Friends'** domestic animals. b. Insects.

What is covered	What is not covered
7. Falling trees or branches.	7. a. The cost of removal if the fallen tree or branch has not caused damage to the **Buildings** or **Contents**. b. Loss or damage caused during tree felling, lopping or topping.
8. Damage to the **Buildings** caused by breakage or collapse of: a. Satellite dishes. b. TV or radio aerials, aerial fittings or masts. c. Lampposts. d. Telegraph poles. e. Electricity pylons, poles or overhead cables.	8. Loss or damage to the items themselves. Certain items may be covered under the Contents Cover section.
9. Fire, smoke, explosion, lightning, earthquake.	9. Smoke damage arising gradually or out of repeated exposure.
10. Malicious persons or vandals.	10. a. Loss or damage while the **Home** is **Unoccupied** or **Unfurnished**. b. Malicious damage caused by **You** or **Your Family and Friends** or any persons **You** or **Your Family and Friends** have allowed into the **Home**.
11. Riot, civil commotion, strikes, labour and political disturbances.	
12. Debris removal and building fees Necessary expenses for rebuilding or repairing the **Buildings** as a result of damage covered by Buildings Cover for: a. Architects, surveyors, consulting engineers and legal fees. b. The cost of clearing debris from the site or demolishing or shoring up the **Buildings**. c. The cost to comply with government or local authority requirements incurred following a valid claim for damage under buildings causes 1-11. **We** will not pay more than 10% of the Maximum Limit for **Buildings** for any one claim.	

What is covered	What is not covered
13. Pipes and cables Accidental damage to: a. Cables. b. Drain inspection covers. c. Underground drains, pipes or tanks providing services to or from the **Home** and for which **You** are responsible. **We** will also pay up to £5,000 for any one claim for necessary and reasonable costs that **You** incur in locating the source of the damage including the reinstatement of any wall, drive, fence or path removed or damaged during the search.	13. a. Loss or damage while the Home is **Unoccupied** or **Unfurnished**. b. Loss or damage to pitch fibre drains caused by inherent defects in the design, material, construction or installation of the pipes and drains. If it is discovered that the cause is not accidental damage then unless one of the other causes is operative there will be no cover. Cover for accidental loss of metered water may apply under Contents Cover cause 15.
14. Glass and sanitaryware Accidental breakage of: a. Fixed glass in: i. Windows. ii. Doors. iii. Fanlights. iv. Skylights. v. Greenhouses. vi. Conservatories. vii. Verandahs. b. Fixed ceramic hobs and ceramic tops of cookers. c. Fixed sanitaryware and bathroom fittings.	14. a. Loss or damage while the **Home** is **Unoccupied** or **Unfurnished**. b. Damage to property that does not form part of the **Home**.
15. Replacement of locks **We** will pay for the cost of replacing keys and locks or lock mechanisms to: a. External doors and windows of **Your Home** b. A safe within **Your Home** c. An alarm protecting **Your Home** after the keys are lost or stolen. **We** will not pay more than £1,000 for any one claim. Assistance for lost keys is provided under Home Emergency.	15. The cost of replacing keys and locks to a garage or **Outbuilding**. **We** will only pay under Contents Cover or Buildings Cover if both sections are insured for any one claim.

What is covered	What is not covered
16. Alternative accommodation While the **Home** cannot be lived in because of loss or damage covered under this section of the **Policy**, **We** will pay for the reasonable cost of alternative accommodation for **You**, **Your Family** and **Your** domestic pets. When **You** require alternative accommodation, **We** will always discuss this with **You**. To determine what **We** mean by the 'reasonable cost of alternative accommodation' there are numerous factors **We** consider, including: • the circumstances of **Your** claim • the needs of **You**, **Your Family** and domestic animals • how long **You** might need the accommodation for • what type of accommodation is available and where it is located. **We** will not pay more than 20% of the **Buildings** Sum Insured for any one claim.	
17. Emergency entry Loss or damage to the **Buildings** caused when the Fire, Police or Ambulance Service has to force an entry to the **Buildings** because of an emergency or perceived emergency involving **You** or **Your Family and Friends**.	
18. Contracting purchaser If **You** have contracted to sell the **Home** the purchaser shall have the full protection of **Your Policy** in respect of the **Buildings** up to the date of completion of the purchase as long as the **Home** is not covered by any other insurance.	

What is covered	What is not covered
19. Property owner's liability Any amount that **You** become legally liable to pay as compensation (including claimant's costs and expenses) arising from **Your** ownership (but not occupation) of the premises which causes accidental bodily injury including death, disease and injury to any person or damage to property. This includes cover for defective work carried out by **You** or on **Your** behalf to any private residence within the United Kingdom, the Isle of Man or the Channel Islands disposed of by **You** before the occurrence of bodily injury or damage in connection with such private residence. **We** will not pay more than £5,000,000 (including costs and expenses agreed by **Us** in writing) for any claim or series of claims arising from any one event or one source or original cause. Important Under this section **We** only provide cover for liability arising from the ownership of **Your Home**. **We** will not cover **Your** liability as the occupier of **Your Home** or **Your** personal liability arising from the private pursuits of **You** or **Your Family**. Most commonly, the occupier (tenant or occupying owner) of the property and the land belonging to it will be held responsible for liabilities arising from incidents occurring at the property. Please note that **You** will also need to arrange cover for occupier and/or public liability which most insurers automatically include under contents insurance.	19. **Your** legal liability to pay compensation arising directly or indirectly from: a. An agreement which imposes a liability on **You** which **You** would not be under in the absence of such agreement. b. The use of the **Home** for any business, trade, profession or employment purposes. c. Death, bodily injury or damage caused by lifts, hoists or **Vehicles**. d. Rectifying any fault or alleged fault. e. Any liability which is covered under a more specific policy.

What is covered	What is not covered
20. Liability to domestic staff Subject to the limit below, **We** will pay any amount that **You** become legally liable to pay as compensation (including claimant's costs and expenses) for death, bodily injury or illness of any **Domestic Staff** within the United Kingdom, the Channel Islands and the Isle of Man. **We** will pay **You** up to £10,000,000 (which includes costs and expenses agreed by **Us** in writing) for any one claim or series of claims arising from any one event or one source or original cause. This cover is only operative if Section A Contents Cover is not insured.	20. **Your** legal liability to pay compensation or **Costs** for bodily injury (including death) sustained by any **Domestic Staff** when they are: a. Carried in or on a **Vehicle**. b. Entering, getting onto, or getting off a **Vehicle** where such bodily injury or illness (including death) is caused by or arises out of **Your** use of a **Vehicle**.
21. Liability to the public **We** will pay up to £5,000,000 (including costs and expenses agreed by **Us** in writing) for any one claim or series of claims arising from any one event or one source or original cause that **You** become legally liable to pay as compensation (including claimant's costs and expenses) occurring during the period of insurance for accidental: a. Death, bodily injury or illness of any person. b. Damage to material property not belonging to or in the custody or control of **You, Your Family and Friends** or **Domestic Staff** arising from: i. The occupation of the **Home** (but not its ownership). ii. **Your** private pursuits. iii. The employment by **You** of **Domestic Staff**. This cover is only operative if Section A Contents Cover is not insured.	21. Legal liability to pay compensation or costs arising from: a. The use of the **Home** for any business, trade, profession or employment purposes. b. The transmission of any communicable disease or virus. c. The ownership, possession or use of **Vehicles**. d. Owning, possessing or using caravans. e. Ownership, possession or use of a dangerous dog of one of the following breeds: Pit Bull Terrier, Japanese Tosa, Dogo Argentino or Fila Brasileiro and cross breeds of these with any other breed. f. Ownership of any species of animal not domesticated in the UK. g. Any action for damages brought in a court outside the United Kingdom, the Channel Islands or the Isle of Man.

What is covered	What is not covered
22. Accidental damage to the **Buildings**.	22. Accidental damage: a. Specifically excluded under Buildings Cover. b. By frost. c. By wear and tear or gradually developing deterioration, **Settlement** or shrinkage of the **Buildings**. d. By insects or **Vermin**. e. By chewing, scratching, tearing, fouling or urinating by domestic animals. f. By mechanical or electrical breakdown or failure. g. Specifically covered elsewhere in this **Policy**. h. Arising from the alteration or extension of the **Buildings** or the cost of maintenance or routine decoration. i. Arising from faulty workmanship, defective design or use of defective materials. j. Whilst the **Home** is **Unoccupied** or **Unfurnished**.

Home Emergency

The cover under this section is provided by ARAG plc.

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

ARAG Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority. Registered Address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW.

Registered in England and Wales. Company Number 103274.

Definitions

Additional definitions applicable to this section only.

Where **We** explain what a word means, that word or term will have the same meaning wherever it is used in this section of the **Policy**. These words are highlighted by the use of **bold print** and start with a capital letter. If a word or term is also defined in the general policy Definitions, the definition below replaces the general policy definition for the purposes of this section.

Beyond Economical Repair

Your **Central Heating Boiler** will be considered **Beyond Economic Repair** when the estimated cost of **Contractor's** labour and replacement parts required to permanently repair it exceed its depreciation value which is calculated according to its age.

Central Heating Boiler

A boiler located in **Your Home** (or connecting garage).

Contractor

- The **Contractor** or tradesperson chosen by **Us** to respond to **Your Home Emergency**.
- Where **Your Home** is powered by a biomass boiler, anaerobic digester system, air source heat pump or ground source heat pump, a suitably qualified expert chosen by **You** with **Our** agreement to respond to **Your Home Emergency**.

Emergency Costs

- **Contractor's** reasonable and properly charged labour costs, parts and materials provided that where **Your Home** is powered by a biomass boiler, anaerobic digester system, air source heat pump or ground source heat pump, **You** must pay the **Contractor** and send the receipt to **Us** for the **Insurer** to reimburse **You**.
- Where necessary, alternative accommodation costs incurred under Insured event 8.

  The maximum payable by the **Insurer** is £1,500 for all claims related by time or original cause.

Home	**Your** principal private dwelling used for domestic purposes only and situated within the United Kingdom, Channel Islands and the Isle of Man.
Home Emergency	A sudden unexpected event which clearly requires immediate action in order to: • prevent damage or avoid further damage to the **Home**, and/or • render the **Home** safe or secure, and/or • restore the main services to the **Home**, and/or • alleviate any health risk to **You**.
Insurer	ARAG Legal Expenses Insurance Company Limited.
Vermin	Brown or black rats, house or field mice, and wasps' or hornets' nests.
We/Us/Our	ARAG plc (or appointed agents on its behalf) who is authorised under a binding authority agreement to administer this insurance on behalf of the **Insurer**.
You/Your	The person to whom this **Policy** has been issued and anyone living in the **Home**.

Claims procedure

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

In the event of a **Home Emergency**:

1. Please telephone 0333 000 3268 (lines are open 24 hours a day, 365 days a year) as soon as possible, providing **Us** with **Your** name, address, postcode, and the nature of the problem.
2. **We** will record **Your** details and then decide on the best course of action to limit **Your** loss and/or repair the damage. If the incident relates to an emergency covered under this section of the **Policy**, **We** will instruct a member of **Our** emergency contractor network in respect of that claim only. **We** shall have no liability for any other work carried out by the **Contractor**. Poor weather conditions or remote locations may affect normal standards of service.
3. If **Your Home** is powered by a biomass boiler, anaerobic digester system, air source heat pump or ground source heat pump, **We** will check **Your** details and agree for **You** to choose a suitable expert to help. **You** will have to pay the **Contractor** and send **Your** receipt to **Us**, and **We** will reimburse **Your** claim. Please send **Your** receipt to www.arag.co.uk/newclaims.
4. If **You** are claiming for alternative accommodation costs **You** must obtain **Our** authority to incur costs before booking somewhere to stay. **You** will have to pay for the accommodation when **You** check out and send **Your** receipt to **Us** to be reimbursed.
5. It is important **You** notify **Us** as soon as possible of any claim, and do not call out **Your** own **Contractors** unless **We** have agreed as **We** will not pay their costs and it could stop **Your** claim being covered.
6. **You** must report any major emergency which could result in serious damage to the **Home** or injury, to the Emergency Services or the company that supplies the service.
7. **Your** call will be answered as soon as possible.

Your cover

Following an Insured event which results in a **Home Emergency** the **Insurer** will pay **Emergency Costs** up to £1,500 for all claims related by time or original cause, provided that all of the following requirements are met:

1. The claim is reported to **Us**
   a. during the **Period of Insurance** and
   b. as soon as possible after **You** first become aware of a **Home Emergency**.
2. **You** always agree to use the **Contractor** chosen by **Us**.

Where **We** have accepted a claim under Insured event 1. Main heating system and **Your Central Heating Boiler** is found to be **Beyond Economic Repair**, the **Insurer** will pay a contribution of £500 towards the cost of a replacement boiler. (This payment is in addition to **Emergency Costs** incurred.)

Insured events

1. Main heating system

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

2. Plumbing & drainage

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

3. Home security

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

4. Toilet unit

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

5. Domestic power supply

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

6. Lost keys

The loss or theft of the only available keys, if **You** cannot replace them to gain access to **Your Home**.

7. Vermin infestation

Vermin causing damage inside **Your Home** or a health risk to **You**.

8. Alternative accommodation costs

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

What is not covered by this section
(applicable to Home Emergency only)

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

1. **Emergency Costs** which have been incurred before **We** accept a claim
2. an Insured event which happens within the first 48 hours of cover if **You** purchase this section of the **Policy** at a different date from any other related insurance **Policy**
3. **Emergency Costs** where there is no one at **Home** when the **Contractor** arrives
4. any matter occurring prior to, or existing at the start of this **Policy**, and which **You** believed or ought reasonably to have believed could give rise to a claim under this section of the **Policy**
5. any wilful or negligent act or omission or any third party interference or faulty workmanship which does not comply with recognised industry standards or manufacturer's instructions
6. LPG fuelled, oil fired, warm air and solar heating systems or boilers with an output over 60Kw/hr
7. the cost of making permanent repairs including any redecoration or making good the fabric of **Your Home**
   a. once the **Home Emergency** situation has been resolved
   b. arising from damage caused:
      i. in the course of the repair or
      ii. in the course of investigation of the cause of the Insured event or
      iii. in gaining access to **Your Home**
8. the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply
9. the replacement of parts that suffer damage or the gradual process of wear and tear over time (such as dripping taps, washers or discs forming part of a tank pipe or tap)
10. **Your** garage (except a **Central Heating Boiler** located in a connecting garage) outbuildings, boundary walls, fences, hedges, cess pit, fuel tank or septic tank
11. **Your Home** being left unoccupied for more than 60 days consecutively
12. goods or materials covered by a manufacturer's, supplier's or installer's warranty
13. the failure of equipment or facilities which have not been installed, maintained or serviced in accordance with legal regulations or manufacturer's instructions, or which is caused by a design fault which makes them inadequate or unfit for use

Continued on next page

14. a claim covered by another policy, or any claim that would have been covered by any other policy if this section of the **Policy** did not exist
15. subsidence, landslip or heave
16. a property that is not **Your** main residence or that **You** rent or let
17. blockage of supply or waste pipes to the **Home** due to freezing weather conditions
18. pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed
19. a dispute where providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

General conditions (applicable to Home Emergency only)

Failure to keep any of these conditions may lead the **Insurer** to cancel this section of the **Policy** or refuse to pay a claim.

1. Your responsibilities

You must:

- observe and keep to the terms of the **Policy**
- not do anything that hinders **Us** or the **Contractor**
- tell **Us** as soon as possible after first becoming aware of any **Home Emergency**
- tell **Us** as soon as possible of anything that may materially alter **Our** assessment of the claim
- cooperate fully with the **Contractor** and **Us**
- provide **Us** with everything **We** need to help **Us** handle the claim
- take reasonable steps to recover **Emergency Costs** that the **Insurer** pays and pay to the **Insurer** all costs that are recovered should these be paid to **You**
- minimise any **Emergency Costs** and try to prevent anything happening that may cause a claim
- allow the **Insurer** at any time to take over and conduct in **Your** name any claim, proceedings or investigation.

2. Our consent

We must give **You Our** consent to incur **Emergency Costs**. The **Insurer** does not accept liability for **Emergency Costs** incurred without **Our** consent.

3. Settlement

You must not settle the **Contractor's** invoice or agree to pay **Emergency Costs** that **You** wish to claim for under this section of the **Policy** without **Our** agreement.

Call out and labour costs

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

4. Disputes

If any dispute between **You** and **Us** arises from this section of the **Policy**, **You** can make a complaint to **Us** as described under the How to complain section below and **We** will try to resolve the matter. If **We** are unable to satisfy **Your** concerns **You** can ask the Financial Ombudsman Service to arbitrate over the complaint.

5. Fraudulent claims

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

6. Jurisdiction

This section of the **Policy** will be governed by English Law.

7. Contracts (Rights of Third Parties) Act 1999

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

How to complain

If a complaint arises, please contact **Us** using the number **You** rang to report **Your** claim. The staff handling **Your** claim should be able to resolve any issues. If during those discussions it becomes clear that the matter has not been resolved to **Your** satisfaction, details of **Your** complaint will be passed to **Our** Customer Relations Department, where **We** will arrange to have it reviewed at the appropriate level. **We** will contact **You** to let **You** know that **We** are reviewing **Your** complaint. Alternatively, **You** can contact **Our** Customer Relations Department directly; **We** can be reached in the following ways:

Address:	ARAG plc, Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW.
Telephone:	0117 917 1561 (9am-5pm, Mondays to Fridays excluding bank holidays. For our mutual protection and training purposes, calls may be recorded).
Email:	customerrelations@arag.co.uk

If **We** are not able to resolve the complaint to **Your** satisfaction, then **You** can refer it to the Financial Ombudsman Service (FOS). They can be contacted at:

Address:	Financial Ombudsman Service, Exchange Tower, London, E14 9SR.
Telephone:	0800 023 4567 or 0300 1239 123
Email:	complaint.info@financial-ombudsman.org.uk

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the Financial Ombudsman Service at www.financial-ombudsman.org.uk. The FOS's decision is binding upon the **Insurer**, but **You** are free to reject it without affecting **Your** legal rights.

Family Legal Expenses

The cover under this section is provided by ARAG plc.

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

ARAG Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority. Registered Address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. Registered in England and Wales. Company Number 103274.

Definitions

Additional definitions applicable to this section only.

Where **We** explain what a word or term means, that word or term will have the same meaning wherever it is used in this section of the **Policy**. These words are highlighted by the use of bold print and start with a capital letter. If a word or term is also defined in the general policy Definitions, the definition below replaces the general policy definition for the purposes of this section.

Appointed Advisor

The

- solicitor, accountant, or other advisor (who is not a mediator), appointed by **Us** to act on behalf of the **Insured**;
- mediator appointed by **Us** to provide impartial dispute resolution in relation to a claim accepted by **Us**.

Collective Conditional Fee Agreement

A legally enforceable agreement entered into on a common basis between the **Appointed Advisor** and **Us** to pay their professional fees on the basis of either

- 100% "no-win no-fee" or
- where discounted, that a discounted fee is payable.

Conditional Fee Agreement

A legally enforceable agreement between the **Insured** and the **Appointed Advisor** for paying their professional fees on the basis of either

- 100% "no-win no-fee" or
- where discounted, that a discounted fee is payable.

Insured

You, **Your** partner and relatives permanently living with **You** in **Your** main home in the UK. (The **Insurer** will cover **Your** children temporarily away from home for the purposes of higher education.)

Insurer

ARAG Legal Expenses Insurance Company Limited.

Legal Costs & Expenses

- Reasonable legal costs and disbursements reasonably and proportionately incurred by the **Appointed Advisor** on the standard basis and agreed in advance by **Us**. The term "standard basis" can be found within the Courts' Civil Procedure Rules Part 44.3.
- In civil claims, other side's costs, fees and disbursements where the **Insured** has been ordered to pay them or pays them with **Our** agreement.
- Reasonable accountancy fees reasonably incurred under Insured event 4. Tax disputes by the **Appointed Advisor** and agreed by **Us** in advance.

Reasonable Prospects of Success

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

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

Territorial Limit

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

We/Us/Our

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

You/Your

The person(s) named in the Schedule to which this **Policy** attaches.

Helpline and additional services

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

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

Legal and tax advice - 0344 571 7978

If **You** have a legal or tax problem, **We** recommend **You** call **Our** confidential legal and tax advice helpline. Legal advice is available 24 hours a day, 365 days of the year, and tax advice is available between 9am and 5pm on weekdays (except bank holidays).

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

Counselling assistance - 0333 000 2082

Our qualified counsellors will provide free confidential support and advice by phone to **You** or **Your** family members who are suffering from emotional upset or feeling worried and anxious about a personal or work-related problem. This service is available 24 hours a day, 365 days of the year.

Calls to the Counselling assistance service will not be recorded.

Consumer legal services

www.araglegal.co.uk

Getting started

You will need to enter voucher code AFE48BBE98B5 when **You** register to use the website. Once **You** have registered **You** can access the website at any time to create and securely store **Your** legal documents.

More help?

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

Claims procedure

Telling us about your claim

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

What happens next?

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

Your cover

Following an Insured event, the **Insurer** will pay **Legal Costs & Expenses** up to £50,000 (including the cost of appeals) for all claims related by time or originating cause, subject to all of the following requirements being met.

1. The **Insured** keeps to the terms of the **Policy** and cooperates fully with **Us**.
2. The **Insured** event occurs within the **Territorial Limit**.
3. The claim
   a. always has **Reasonable Prospects of Success** and
   b. is reported to **Us**

i. during the **Period of Insurance** and

ii. as soon as the **Insured** first becomes aware of circumstances which could give rise to a claim.

5. Unless there is a conflict of interest, the **Insured** always agrees to use the **Appointed Advisor** chosen by **Us** before proceedings have been or need to be issued.

6. Any dispute will be dealt with through mediation or by a court, tribunal, or a relevant regulatory body agreed with **Us** within the **Territorial Limit**.

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

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

Insured events

What is covered	What is not covered
1. Property A dispute relating to **Your** second home following a. an event which causes physical damage to **Your** second home b. a public or private nuisance or trespass provided that where any boundary is in dispute, **You** have proof of where the boundary lies.	1. The first £250 of any claim under Insured event 1. b. This is payable by the **Insured** as soon as **We** accept the claim. 2. Any claim arising from or relating to: a. a contract entered into by an **Insured** b. any building or land other than **Your** second home c. a motor vehicle d. the compulsory purchase of, or demolition, restrictions, controls or permissions placed on **Your** property by any government, local or public authority e. defending any dispute under Insured event 1. a. other than defending a counter claim or an appeal f. a dispute with any party other than the person(s) who caused the damage, nuisance or trespass
2. Contract A dispute arising out of an agreement or alleged agreement which has been entered into by the **Insured** for a. buying or hiring consumer goods or services in relation to **Your** second home b. privately selling goods in relation to **Your** second home c. buying or selling **Your** second home d. renting **Your** second home as a tenant e. the occupation of **Your** second home under a lease.	Any claim arising from or relating to: 1. a dispute with a tenant or leasee where the **Insured** is the landlord or lessor 2. loans, mortgages, pensions, or any other banking, life or long-term insurance products, savings or investments 3. the **Insured's** business activities, trade, venture for gain, profession or employment 4. a contract involving a motor vehicle 5. a settlement due under an insurance policy 6. construction work, or the design, conversion or extension of any building where the dispute arises from; an agreement that

What is covered	What is not covered
	a. exceeds; or b. is ancillary to another contract that exceeds; £10,000 in value including VAT 7. a dispute with any party other than the party with whom the **Insured** has entered into an agreement or alleged agreement with.
3. Legal defence a. Work An alleged act or omission of the **Insured** that arises from their work as an employee and results in: i. the **Insured** being interviewed by the police or others with the power to prosecute ii. a prosecution being brought against the **Insured** in a court of criminal jurisdiction iii. civil proceedings being brought against the **Insured** under unfair discrimination laws. b. Motor A motoring prosecution being brought against the **Insured**. c. Regulatory investigations A formal investigation or disciplinary hearing being brought against the **Insured** by a professional or regulatory body.	Any claim arising from or relating to: 1. owning a vehicle or driving without motor insurance or driving without a valid driving licence 2. a parking offence.
4. Tax disputes A formal enquiry into the **Insured's** personal tax affairs provided that all returns are complete and have been submitted within the legal timescales permitted.	Any claim arising from or relating to: 1. tax returns which are submitted late or for any other reason, result in HMRC imposing a penalty or which contain careless and/or deliberate misstatements or omissions 2. a business or venture for gain of the **Insured**

What is covered	What is not covered
	3. circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the **Insured's** financial arrangements 4. any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland 5. an investigation by the Fraud Investigation Service of HMRC.

What is not covered by this section
(applicable to Family Legal Expenses only)

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

1. **Legal Costs & Expenses** incurred without **Our** consent
2. any actual or alleged act or omission or dispute happening before, or existing at the start of the **Policy** and which the **Insured** believed or ought reasonably to have believed could lead to a claim under this section
3. an amount below £100
4. an allegation against the **Insured** involving:
   a. assault, violence, malicious falsehood or defamation
   b. indecent or obscene materials
   c. the use of alcohol or its unauthorised or unregulated manufacture, unlicensed dealing in alcohol or dealing in or using illegal drugs
   d. illegal immigration
   e. money laundering or bribery offences, breaches of international sanctions, fraud, or any other financial crime activities
5. a dispute between **Your** family members
6. an **Insured's** deliberate or reckless act
7. a judicial review
8. a dispute arising from or relating to clinical negligence
9. a dispute with **Us** not dealt with under Condition 6., or the **Insurer** or the company that sold this **Policy**
10. a. pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed
    b. a dispute where providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation
11. a group litigation order
12. the payment of fines, penalties or compensation awarded against the **Insured**.

General conditions (applicable to Family Legal Expenses only)

Where the **Insurer's** risk is affected by the **Insured's** failure to keep to these conditions the **Insurer** can refuse a claim or withdraw from an ongoing claim. The **Insurer** also reserves the right to recover **Legal Costs & Expenses** from the **Insured** if this happens.

1. The insured's responsibilities

An **Insured** must:

- tell **Us** immediately of anything that may make it more costly or difficult for the **Appointed Advisor** to resolve the claim in the **Insured's** favour
- cooperate fully with **Us**, give the **Appointed Advisor** any instructions **We** require, and keep them updated with progress of the claim and not hinder them
- take reasonable steps to claim back **Legal Costs & Expenses** and, where recovered, pay them to the **Insurer**
- allow the **Insurer** at any time to take over and conduct in the **Insured's** name, any claim.

2. Freedom to choose an appointed advisor

- In certain circumstances as set out below the **Insured** may choose an **Appointed Advisor**. In all other cases no such right exists and **We** shall choose the **Appointed Advisor**.
- If:
  - a suitably qualified advisor considers that it has become necessary to issue proceedings or proceedings are issued against an **Insured**, or
  - there is a conflict of interest

  the **Insured** may choose a qualified **Appointed Advisor**.
- Where the **Insured** wishes to exercise the right to choose, the **Insured** must write to **Us** with their preferred representative's contact details and cost.
- Where the **Insured** chooses to use their preferred representative, the **Insurer** will not pay more than **We** agree to pay a solicitor from **Our** panel and will pay only the costs that the **Insurer** would have been liable to pay. (**Our** panel solicitor firms are chosen with care, and **We** agree special terms with them which may be less than the rates available from other firms.)
- If the **Insured** dismisses the **Appointed Advisor** without good reason, or withdraws from the claim without **Our** written agreement, or if the **Appointed Advisor** refuses with good reason to continue acting for an **Insured**, the **Insurer's** liability in respect of that claim will end immediately.
- In respect of pursuing a claim, the **Insured** must enter into a **Conditional Fee Agreement** (unless the **Appointed Advisor** has entered into a **Collective Conditional Fee Agreement**), where legally permitted.

3. Consent

- The **Insured** must agree to **Us** having sight of the **Appointed Advisor's** file relating to the **Insured's** claim. The **Insured** is considered to have provided consent to **Us** or **Our** appointed agent to have sight of their file for auditing and quality control purposes.
- An **Insured** must have **Your** agreement to claim under this section of the **Policy**.

4. Settlement

- The **Insurer** can settle the claim by paying the reasonable value of the **Insured's** claim.
- The **Insured** must not negotiate or settle the claim without **Our** written agreement.
- If the **Insured** refuses to settle the claim following advice to do so from the **Appointed Advisor**, the **Insurer** reserves the right to refuse to pay further costs.

5. Barrister's opinion

We may require the **Insured** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports the **Insured**, then the **Insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **Us**, then the **Insurer** will pay for a final opinion which shall be binding on the **Insured** and **Us**. This does not affect the **Insured's** right under Condition 6. below.

6. Disputes

If any dispute between the **Insured** and **Us** arises from this section of the **Policy**, the **Insured** can make a complaint to **Us** as described under the How to Complain section below and **We** will try to resolve the matter. If **We** are unable to satisfy the **Insured's** concerns the **Insured** can ask the Financial Ombudsman Service to arbitrate over the complaint.

7. Other insurance

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

8. Fraudulent claims and claims tainted by dishonesty

- If an **Insured** makes any claim which is fraudulent of false, this section of the **Policy** may become invalid and all benefit under it may be lost.
- An **Insured** shall at all times be entirely truthful, accurate and open in any evidence, disclosure or statement they give and shall act with complete honesty and integrity throughout. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that the **Insured** has breached this condition and that the breach has:
  - affected **Our** assessment of **Reasonable Prospects Of Success**, and/or

- prejudiced any part the outcome of the **Insured's** claim

the **Insurer** shall have no liability for **Legal Costs & Expenses** incurred from the date of the **Insured's** breach.

9. Contracts (Rights of Third Parties) Act 1999

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

10. Acts of parliament, statutory instruments, civil procedure rules & jurisdiction

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

How to complain

If a complaint arises, this should be addressed to **Our** Customer Relations Department who will arrange to have it reviewed at the appropriate level. **Our** Customer Relations Department can be reached in the following ways:

Address:	ARAG plc, Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW.
Telephone:	0117 917 1561 (9am-5pm, Mondays to Fridays excluding bank holidays. For **Our** mutual protection and training purposes, calls may be recorded).
Email:	customerrelations@arag.co.uk

If **We** are not able to resolve the complaint to **Your** satisfaction, then **You** can refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. They can be contacted at:

Address:	Financial Ombudsman Service, Exchange Tower, London, E14 9SR.
Telephone:	0800 023 4567 or 0300 1239 123
Email:	complaint.info@financial-ombudsman.org.uk

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the Financial Ombudsman Service at www.financial-ombudsman.org.uk. The FOS's decision is binding upon the **Insurer**, but **You** are free to reject it without affecting **Your** legal rights.

ARAG plc privacy statement

This is a summary of how **We**, on behalf of the **Insurer**, collect, use, share and store personal information. To view **Our** full privacy statement, please see **Our** website https://www.arag.co.uk/data-legal/privacy-notice/

Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. **We** will hold and process this information in accordance with all relevant data protection regulations and legislation. Should **We** ask for personal or sensitive information, **We** undertake that it shall only be used in accordance with **Our** privacy statement.

We may also collect information for other parties such as suppliers **We** appoint to process the handling of a claim.

Using personal or sensitive information

The reason **We** collect personal or sensitive information is to fulfil **Our** contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, **We** may need to share personal or sensitive information with other organisations.

We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to **Our** full privacy statement for full details.

Keeping personal information

We shall not keep personal information for any longer than necessary.

Your rights

Any person insured under these sections of the **Policy** has a number of rights in relation to how **We** hold personal data including; the right to a copy of the personal data **We** hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

For a full list of privacy rights and when **We** will not be able to delete personal data, please refer to **Our** full privacy statement.

Making a Complaint

Cherish Insurance Services and **Your** insurers aim to provide the highest standard of service to every customer.

We realise that things can go wrong and there may be occasions when **You** feel that **We** have not provided the service **You** expected. When this happens **We** want to hear about it so that **We** can try to put things right.

If your complaint relates to:	Please contact:
How **Your Policy** was sold or administered for **You** and **Your Policy** or a claim on **Your Policy** in respect of: • Contents Cover • Buildings Cover	Complaints Resolution Manager 52-56 Leadenhall Street, London EC3A 2EB Tel 0800 208 8477 Email MGAcomplaints@bbrown.com
Your Policy or a claim on **Your Policy** in respect of: • Home Emergency • Family Legal Expenses	ARAG plc Unit 4a, Greenway Court Bedwas Caerphilly CF83 8DW Tel 0117 917 1561 9am-5pm, Mondays to Fridays excluding bank holidays. For **Our** mutual protection and training purposes, calls may be recorded. Email customerrelations@arag.co.uk

When you make contact, please provide the following information:

- **Your** name, address, postcode, telephone number and email address (if **You** have one).
- The type of **Policy** and **Your Policy** and/or claim number.
- The reason for **Your** complaint.

Any written correspondence should be headed 'COMPLAINT' and **You** may include copies of supporting material.

Financial Ombudsman Service

Should **You** remain dissatisfied following a written response to **Your** complaint **You** may be eligible to refer **Your** case to the Financial Ombudsman Service (FOS).

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** may be eligible to make a complaint to the FOS if **You** are:

- A private individual
- A micro-enterprise employing fewer than 10 persons and with turnover or annual balance sheet that does not exceed €2 million
- A small business with a turnover of less than £6.5 million and less than 50 staff or has a balance sheet total or less than £5 million (small business)
- A charity which has an annual income of less than £6.5 million
- A trustee of a trust which has a net asset value of less than £5 million
- An individual who has given a guarantee or security in respect of an obligation or liability of a small business.

The FOS's contact details are as follows:

Financial Ombudsman Service
Exchange Tower
Harbour Exchange Square
London E14 9SR

Email: complaint.info@financialombudsman.org.uk
Fax: 44 207 964 1001
Text Number: 07860 027 586 (call back service)

From within the United Kingdom:
Tel: 0800 023 4567 (calls to this number are now free on mobile phones and landlines)

From outside the United Kingdom:
Tel: 44 (0)207 964 0500

Website: www.financial-ombudsman.org.uk

Please remember that **You** may have to refer **Your** complaint to the FOS within specific time-lines. **We** will communicate the applicable timeline in **Our** response to **Your** complaint.

The complaints handling arrangements above are without prejudice to **Your** right to commence a legal action or an alternative dispute resolution proceeding in accordance with **Your** contractual rights.

Customer Service Information

Our promise to you

We will

- Acknowledge written complaints promptly
- Investigate quickly and thoroughly
- Keep **You** informed of progress
- Do everything possible to resolve **Your** complaint
- Learn from **Our** mistakes
- Use the information from complaints to continuously improve **Our** service.

Financial Services Compensation Scheme (FSCS)

All insurers providing cover under this **Policy** and Cherish Insurance Services are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme in the unlikely event that **We** cannot meet **Our** obligations to **You**. This depends on the type of insurance and the circumstances of the claim. Further information about the compensation scheme arrangements is available at www.fscs.org.uk or by telephoning 020 7741 4100.

Data Protection Notice

Cherish Insurance Services and the insurer(s) are committed to protecting **Your** personal data.

Cherish Insurance Services and the insurer(s) will use personal data about **You** fairly and lawfully, primarily in connection with the provision of insurance. Full details can be found in the Privacy Notice at https://www.cherishinsurance.co.uk/displayPage.php?p=privacy which specifies:

- the information that Cherish Insurance Services and the insurer(s) may collect on **You** and from whom;
- how and why this information will be used;
- how Cherish Insurance Services and the insurer(s) may share and disclose the information; and
- the retention of **Your** personal data.

In some instances, Cherish Insurance Services and the insurer(s) may need to seek **Your** consent before processing such data. Cherish Insurance Services and the insurer(s) will always make it clear to **You** when and why **Your** consent is being sought. A hard copy of the Privacy Notice is available on request.

You have a number of rights (including the right of access to see personal information about **You** that is held in Cherish Insurance Services and the insurer(s) records) and these are detailed in the Privacy Notice. If **You** have any questions or concerns relating to the Privacy Notice or Cherish Insurance Services' data protection practices, or to make a subject access request, please contact:

Brown & Brown (Europe) Limited, Data Protection Officer, 7th Floor, 55 Mark Lane, London, EC3R 7NE.

Cherish Insurance Services
Carlson House
Bradfield Road
Wix CO11 2SP

Tel 0800 197 2770 or 01255 871965
Email enquiries@cherishinsurance.co.uk
Web www.cherishinsurance.co.uk

Cherish Insurance Services is a trading name of Plum Underwriting Limited which is authorised and regulated by the Financial Conduct Authority.

Registered office: 7th Floor, Corn Exchange, 55 Mark Lane, London, EC3R 7NE