



**BEDROOMS
HOME INSURANCE
POLICY WORDING**



Vasek Insurance - 30-34 Hounds Gate, Nottingham NG1 7AB

Tel: 0115 950 5052 Fax: 0115 950 5053

Vasek Insurance Services Limited is authorised and regulated by the Financial Conduct Authority

INDEX

Your home insurance policy	4
Cancellation of this insurance	5
Your total peace of mind	5
Data Protection	5
Our service commitment to you	6
Definitions	7
General Conditions	11
General Exclusions	12
Making a claim	14
Section one - buildings	16
Section two - contents	23
Section three - accidents to domestic staff	30
Section four - legal liability to the public	31
Section five - valuables and personal possessions	35
Section six - domestic freezer cover	38
Section seven - money and credit card cover	39
Section eight - family legal protection cover	40
Section eight - family legal protection cover - how to make a claim	53

YOUR HOME INSURANCE POLICY

This insurance provides cover for the sections specified in the **schedule** during the **period of insurance** for which **you** have paid and **we** have accepted **your** premium.

Please read all the documents carefully to make sure they meet **your** requirements.

This insurance is a contract between **you** and the **insurer**, as named in the **schedule** and the definitions on pages 7 to 10. It has been issued in accordance with the authorisation granted to **Vasek Insurance** by the **insurer** under the contract reference number shown in the **schedule** and is based on the information provided in the statement of fact.

The information provided in the statement of fact, whether provided orally, electronically or in writing and the declaration that **you** have made, have been relied upon by **us** in entering into the insurance. (*see important notice below)

This policy wording, along with the **schedule**, any **endorsement(s)** and the statement of fact should be read together as one document and form the contract of insurance.

Certain conditions, exclusions and clauses apply to all sections of this insurance and are shown on pages 11, 12 and 13. It is important that **you** read them carefully, as they apply at all times.

* Important Notice - Information **you** have given **us**

In deciding to accept this insurance and in setting the terms and premium, **we** have relied on the information given to **us**, either orally, electronically or in writing, by **you** or anyone acting on **your** behalf. **You** must take care when answering any questions **we** ask by ensuring that all information provided is accurate and complete. A copy of the information provided to **us** is contained within the statement of fact attached to the **schedule**. If **you** agree that the information is correct then please sign and date the statement of fact and retain for **your** records. Should the information be incorrect or missing then please contact **Vasek Insurance** or **your** insurance **broker** as soon as practicable so the correct information can be provided and updated. Please note that any corrected information may result in a change to the premium charged and/or the terms set by **us** or it may result in **us** being unable to continue this insurance and having to cancel this policy.

If **we** establish that **you** deliberately or recklessly provided **us** with false or misleading information **we** will treat this policy as if it never existed and decline all claims.

If **we** establish that **you** carelessly provided **us** with false or misleading information it could adversely affect **your** policy and any claim. For example, **we** may:

- treat this policy as if it had never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** provided **you** with insurance cover which **we** would not otherwise have offered;
- amend the terms of this insurance. **We** may apply these amended terms as if they were already in place;
- charge **you** more for **your** insurance and reduce the amount **we** pay on a claim in proportion to the premium **you** have paid; or
- cancel **your** policy in accordance with the cancellation condition as set out in this policy.

Vasek Insurance or **your** insurance **broker** will write to **you** if **we**:

- intend to treat this insurance as if never existed; or
- need to amend the terms of this insurance;
- require **you** to pay more for this insurance; or
- intend to cancel **your** policy.

CANCELLING THIS INSURANCE

You can cancel this insurance at any time by notifying the insurance **broker** who sold **you** this insurance, or **Vasek Insurance**.

This insurance has a cooling off period of 14 days' from either:

- The date **you** receive **your** insurance documentation, or
- The start of the **period of insurance**

whichever is the later, providing **you** have not made any claims **we** will refund the premium in full but not any credit card fees paid when **you** paid **Vasek Insurance** the premium.

You can cancel this insurance at any time outside the cooling off period by giving **us** 14 days' notice or 14 days' notice via **your** insurance **broker**. As long as no claims have been made or reported during the **period of insurance we** will return a proportion of **your** premium paid on a pro rata basis, less an administration charge of £20. No return of premium will be given if under £20 or if any claims have been reported or paid in whole or part during the **period of insurance**.

We can cancel this insurance by giving **you** 14 days' notice in writing to **your** last known postal address or via **your** insurance **broker**. If **we** do this **we** will return a proportion of **your** premium paid on a pro rata basis. **We** will only do this for a valid reason (examples of valid reasons are but not limited to):

- non payment of premium, including any direct debit or premium finance instalment;
- a change in risk occurring which means that **we** can no longer provide **you** with insurance cover;
- non-cooperation or failure to supply any information or documentation **we** request;
- threatening or abusive behaviour or the use of threatening or abusive language.

ADMINISTRATION CHARGES

Vasek Insurance charge a small administration fee for arranging and amending policies. Information of these charges can be found within **our** Terms and Conditions at www.vasek.co.uk. However no charge will ever be made if **you** wish to make a claim. Any administration fees are included in the premium charged.

YOUR TOTAL PEACE OF MIND

Lloyd's insurers and **Vasek Insurance** are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if a Lloyd's insurer or **Vasek Insurance** is unable to meet its obligations to **you** under this contract. If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of the contract. Further information about the Scheme is available from the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St.Botolph Street, London EC3A 7QU, by telephoning 0800 678 1100 and on their website www.fscs.org.uk.

DATA PROTECTION

It is understood by **you** that any information provided to **us** or **Vasek Insurance** regarding **you** will be processed by **us** and **Vasek Insurance** in compliance with the provision of the Data Protection Act 1998, for the purpose of providing insurance and handling claims or complaints, if any, which may necessitate providing such information to third parties.

SANCTIONS

We will not provide any benefit under this insurance to the extent of 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.

THE LAW APPLICABLE TO THIS INSURANCE

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **you** and **we** may choose the law which applies to this contract, to the extent permitted by those laws. Unless **you** and **we** agree otherwise, **we** have agreed with **you** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which the **property** is situated, or, if the **property** is in the Channel Islands or the Isle of Man, the law of whichever of those two places applies.

We and **you** have agreed that any legal proceedings between **you** and **us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which the **property** is situated, or, if the **property** is in either the Channel Islands or the Isle of Man, the courts of whichever of those two places applies.

OUR SERVICE COMMITMENT TO YOU

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

If **you** have any questions or concerns about **your** policy, the handling of a claim or wish to make a complaint **you** should, in the first instance, contact **Vasek Insurance**.

Vasek Insurance
30-34 Hounds Gate
Nottingham NG1 7AB

Tel: 0115 950 5052
Fax: 0115 950 5053
Email: policymanagement@vasek.co.uk
claims@vasek.co.uk
complaints@vasek.co.uk

In the event that **you** remain dissatisfied and wish to make a complaint, **you** can do so at any time by referring the matter to the Complaints Team at Lloyd's. The contact details are:-

Complaints Team

Lloyd's
Fidentia House
Walter Burke Way
Chatham Maritime
Chatham
Kent
ME4 4RN

Tel: 0207 327 5693
Fax: 0207 327 5225
Email: complaints@lloyds.com
Website: www.lloyds.com/complaints

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, or, in any event, after a period of eight weeks from making **your** complaint, **you** may refer **your** complaint to the Financial Ombudsman Service (FOS). The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and business providing financial services. The contact details for the FOS are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone 0800 023 4 567 (calls to this number are free from "fixed lines" in the UK) or 0300 1239123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). Email complaint.info@financial-ombudsman.org.uk.

Should a complaint be received regarding companies other than **us** or **Vasek Insurance** and **we** are unable to provide a response, **we** will inform **you** of this and provided details of how **you** can progress **your** complaint.

This complaints procedure is without prejudice and does not affect **your** right to take legal action.

DEFINITIONS

Certain words will carry the same meaning wherever they appear in sections one to seven in this policy, unless defined differently in the appropriate section. They are highlighted as follows:-

Accidental damage	physical damage caused suddenly and accidentally, and not through wear and tear, breakdown or malfunction.
Bodily injury	physical injury including accidental death, disease or illness.
Broker	the insurance agent/ broker who placed this insurance on your behalf
Buildings	<ul style="list-style-type: none">• the main structure of the home and its permanently fitted fixtures and fittings• its domestic outbuildings and private garage(s)• tennis courts, terraces, patios, paths, drives, walls, gates, fences, hedges, lampposts and railings• permanently installed swimming pools, hot tubs and Jacuzzi's• permanently fitted central heating/fuel tanks, septic tanks and cesspits• permanently fitted solar panels• permanently fitted flooring, but not carpets All within the premises named in the schedule which you own or for which you are legally liable.
Collection	a group of identifiable items similar in nature and related to each other in design or type of object.
Contents	household goods and personal property, within the home , which are your property or which you are legally liable for, with a single item limit of:- £3,000 for one bedroom homes , £4,000 for two bedroom homes , £4,500 for three bedroom homes , £5,000 for four bedroom homes , £6,000 for five or more bedroom homes unless insured separately and shown in the schedule . Contents includes: <ul style="list-style-type: none">• tenant's fixtures and fittings• radio and television aerials, satellite dishes, their fittings and masts which are attached to the home• contents outside the home but within the premises up to £500 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the home) unless shown separately in the schedule• contents within locked garages, sheds, greenhouses or other domestic outbuildings at the home up to £1,000 in total unless shown separately in the schedule• money and credit cards up to the sum insured shown in the schedule• carpets but not permanently fitted flooring• deeds and registered bonds and other personal documents up to £2,500 in total• pedal cycles kept in a locked and secure building at the premises• stamps or coins forming part of a collection up to £1,000 in total unless shown separately in the schedule• items forming part of a collection up to £1,000 in total unless shown separately in the schedule

- domestic oil in fixed fuel oil tanks £2,000
- metered water up to £5,000
- domestic freezer contents as shown in the **schedule**
- **office equipment** up to £5,000 or 20% of the sum insured for **contents** whichever is the less, within the **home**
- **valuables** within the **home** up to:-
 £7,000 for one bedroom **homes**, £9,000 for two bedroom **homes**,
 £11,000 for three bedroom **homes**, £13,000 for four bedroom **homes**,
 £15,000 for five or more bedroom **homes**
 unless insured separately and shown in the **schedule**

Contents does NOT include:

- motor vehicles (other than garden machinery) caravans,
- trailers or watercraft or their accessories
- any living creature
- any part of the **buildings**
- any property held or used for business purposes other than as defined under **office equipment**
- any property insured under any other insurance.

Credit cards

credit cards, charge cards, debit cards, bankers cards and cash dispenser cards.

Endorsement

a change in the terms and conditions of this insurance.

Europe

'**Europe**' will include:

- all Mediterranean Islands;
- all countries with a Mediterranean shoreline;
- the Canary Islands;
- Madeira;

and journeys between these countries.

Excess

the amount **you** will have to pay towards each separate claim

Heave

upward and/or lateral movement of the site on which **your buildings** stand caused by swelling of the ground.

Home

the private residential **premises** built of **standard construction** as shown in the **schedule**.

Insurer

(For Sections One - Seven)

sections One - Seven of this insurance are underwritten by Certain Underwriters at Lloyd's, One Lime Street, London EC3M 7HA, United Kingdom. Both the Society of Lloyd's and Underwriters at Lloyd's are authorised and regulated by the Financial Conduct Authority. Please note that correspondence should not be directed to the above address, but must always go through the insurance **broker** who sold **you** this insurance or **Vasek Insurance**.

Insurer

(For Section Eight)

section Eight of this insurance is underwritten by MSL Legal Expenses Limited.

Landslip

downward movement of sloping ground.

Money

- current legal tender, cheques, postal and **money** orders
 - postage stamps not forming part of a stamp **collection**
 - savings stamps and savings certificates, travellers' cheques
 - premium bonds, luncheon vouchers and gift tokens
- all held for private or domestic purposes.

Occupant	you or persons authorised by you to stay in the home overnight.
Office Equipment	computers and home office equipment belonging to you and used in conjunction with your business at the home . Office equipment does NOT include: <ul style="list-style-type: none"> • loss of magnetism or corruption of data • compensation for you not being able to use the computer or any equipment following loss or damage • equipment more specifically insured by any other insurance • the cost of reconstituting any lost or damaged data • any business stock or money held for business purposes unless shown separately in the schedule • equipment being confiscated or repossessed • loss or damage to computer software, software tapes / discs / CD Roms and any data stored
Period of insurance	the length of time for which this insurance is in force, as shown in the schedule and for which you have paid and we have accepted a premium.
Personal possessions	clothing, baggage, sports equipment and other items normally carried about the person and all of which belong to you Personal possessions does NOT include: <ul style="list-style-type: none"> • money and credit cards
Premises	the address which is named in the schedule .
Sanitary ware	washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.
Schedule	the printed document containing details of you , the premises , the sums insured, the period of insurance , the sections of this policy which apply, the excess , the insurer , any endorsement(s) and any special terms which may apply.
Settlement	downward movement of the site on which your buildings stand as a result of soil being compressed by the weight of the buildings within ten years of construction.
Solar Panels	photovoltaic modules, panels or systems professionally installed at the home for the purpose of generating an electrical supply.
Standard construction	built of brick, stone or concrete and roofed with slates, tiles, metal or concrete.
Subsidence	downward movement of the site on which your buildings stand by a cause other than the weight of the buildings themselves.
Terrorism	any act(s) of any person(s) or organisation(s) involving <ul style="list-style-type: none"> • the causing, occasioning or threatening of harm of whatever nature and by whatever means • putting the public or any section of the public in fear in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.
United Kingdom	the ' United Kingdom ' will include England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries.

Valuables

Valuables includes:-

- jewellery, furs, pictures, gold, silver, gold and silver plated articles, which are **your** property or which **you** are legally responsible for

Vasek Insurance

the company who have been authorised by the **insurer** under a delegated authority, to transact insurance business on their behalf. **Vasek Insurance** are authorised and regulated by the Financial Conduct Authority, their Firm Reference Number is 309354.

We / us / our

the **Insurer**.

You / your / insured

the person or persons named in the **schedule** and all members of their family who permanently live in the **home**.

GENERAL CONDITIONS APPLICABLE TO SECTIONS ONE - SEVEN OF THIS INSURANCE

Your Duties

1. **you** must take all reasonable steps to prevent loss, damage or an accident and keep the **buildings** in a good state of repair.
2. **you** must take all reasonable care to provide complete and accurate answers to the questions **we** asked when **you** took out this insurance or when **you** make changes to or renew **your** policy.

Please tell **Vasek Insurance** or **your broker** no later than 14 days after **you** become aware of any changes to the information contained within the Statement of Fact, a copy of which is attached to **your schedule** or renewal notice.

you must also tell **Vasek Insurance** or **your broker** no later than 14 days after **you** become aware:

- of any intended alterations, extension or renovation to the **buildings**. **you** do not need to tell **us** about internal alterations to the **buildings**,
- of any change that may result in an amendment to the amounts insured or the limits that are shown in **your schedule**,
- of any change to the use of the **home**. For example if the **buildings** are to be lent, let, sub-let, or used for business purposes (other than occasional clerical work),
- of any change to the occupancy of the **buildings**. For example, if the **buildings** are to stop being **your** permanent residence or are to be unoccupied for any period exceeding 60 consecutive days, however, if the **home** becomes unoccupied for any period of 30 consecutive days or more during the period 1st December to 28th February **you** must turn all water systems off at the mains and drain the entire water system of all water, or where the **home** benefits from gas or oil fired central heating the system must be set to operate continuously for 24 hours each day at not less than 12 degrees Celsius or 54 degrees Fahrenheit.

If **you** fail to comply with this condition then this insurance will not cover loss or damage caused by escape of water from and frost damage to fixed water tanks, apparatus or pipes.

If any claim is being made then **we** reserve the right to request from **you** any bills for any utilities being supplied to the **home** for verification by **us**.

- that any member of **your** household or any person to be insured by this policy is charged with, or convicted of a criminal offence (other than motoring offences), or
- that any member of **your** household or any person to be insured by this policy sustains any County Court Judgement, enters into an IVA or is declared bankrupt.

If **you** are in any doubt, please contact **Vasek Insurance** or **your broker**.

When **we** are notified of a change, **we** will tell **you** whether this affects **your** policy. For example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or a revised premium being applied to **your** policy. If **we** are not able to accept the change and it becomes necessary to cancel this insurance, **we** will do so as described within the cancellation conditions contained within the policy.

Please note that if the information **you** provide is not complete and accurate or if **you** fail to comply with any of the above duties then this policy may be void or any claim not paid or not paid in full.

GENERAL EXCLUSIONS APPLICABLE TO SECTIONS ONE TO SEVEN OF THIS INSURANCE

A) **Radioactive contamination and nuclear assemblies Exclusion**

We will not pay for

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2. any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from:-

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

B) **War Exclusion**

We will not pay for any loss or damage or liability directly or indirectly caused by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

C) **Existing and deliberate loss or damage**

We will not pay for loss, damage or theft

- occurring outside of the **period of insurance**
- caused deliberately by **you** or any person lawfully in the **home**

D) **Electronic data Exclusion**

We will not pay for

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2. any legal liability of whatsoever nature

directly or indirectly caused by or contributed to by or arising from:-

- i) computer viruses, erasure or corruption of electronic data;
- ii) the failure of any equipment to correctly recognise the date or change of date;

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

E) **Biological and chemical contamination Exclusion**

We will not pay for

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
2. any legal liability of whatsoever nature
3. death or injury to any person

directly or indirectly caused by or contributed to by Biological or Chemical contamination arising from

- i) **terrorism**,
- ii) steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived act of **terrorism**.

F) **Unoccupancy**

If **your home** is left without an authorised **occupant** for more than 60 consecutive days/nights without **our** written agreement this insurance will cover Fire/Lightning/Explosion and Earthquake only with immediate effect. This clause does not apply if an alternative unoccupancy clause has been agreed and is specified in the **schedule**.

GENERAL EXCLUSIONS APPLICABLE TO SECTIONS ONE TO SEVEN OF THIS INSURANCE

(continued)

G) **Contracts (rights of Third Parties) act 1999 clarification clause**

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

H) **Wear, tear, anything that happens gradually and general maintenance**

This insurance does not cover loss or damage resulting from wear and tear, anything that happens gradually, general maintenance or a lack of sealant or grout.

I) **Indirect loss or damage**

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

J) **Rot Exclusion**

We will not pay for any loss, damage or liability resulting from mildew, fungus, climatic or atmospheric conditions, frost, wet or dry rot, vermin, insects, chewing, scratching, tearing, fouling or loss or damage caused by pets.

K) **Defective construction or Design Exclusion**

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

L) **Undamaged items**

We will not pay the cost of replacing or repairing any undamaged item or parts of items forming part of a pair, set, suite or other article of a uniform nature colour or design when loss or damage occurs within a clearly identifiable area or to a specific part.

HOW TO MAKE A CLAIM AND CLAIMS CONDITIONS APPLICABLE TO SECTIONS ONE - SEVEN OF THIS INSURANCE

Naturally **we** hope that **you** will not have any accidents or misfortune, but if **you** do and wish to make a claim under this insurance, please contact the **Vasek Insurance** claims department as soon as possible. **You** will be required to complete a claim form, this can be done on **our** website by submitting an electronic claim form or by downloading a claim form to email or post back to **us**, **we** can also post one out to **you** if required. Alternatively **your broker** will be able to assist **you** in making a claim.

Vasek Insurance Claims Department
30-34 Hounds Gate
Nottingham NG1 7AB

Tel: 0115 950 5052
Fax: 0115 950 5053
Email: claims@vasek.co.uk
Website: www.vasek.co.uk

At the time of making a claim, **we** will require **you** to provide:-

- The policy number stated on **your schedule**;
- Details of the claim,

We may require **you** to provide:-

- Documentation to support **your** claim such as purchase receipts, invoices, photographs or surveys,
- Two separate independent estimates or quotations for the replacement or repair of damaged property.

We reserve the right to request additional information to give due consideration to **your** claim.

We may need to arrange an inspection of **your premises** by a loss adjuster who will make sure that **your** claim is settled fairly and satisfactorily, this will be at **our** expense. **We** or **our** representatives will be entitled to enter the **premises** or any building where any loss or damage has occurred and deal with the claim.

Your Duties

In the event of a claim or possible claim under this insurance

- 1) **you** must provide the Claims Department with any other information they require within 30 days of their request.
- 2) **you** must forward to the Claims Department as soon as possible, but no later than 14 days, any letter, claim, writ, summons or other legal document **you** receive if a claim for liability is made against **you**, **you** must forward all information unanswered.
- 3) **you** must inform the Police as soon as possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.
- 4) **you** must not admit liability or offer or agree to settle any claim without the written permission of the Claims Department.
- 5) **you** must provide the Claims Department with, at **your** own expense, reasonable evidence of value or age (or both) for all items involved in a claim.
- 6) **you** must take all reasonable care to limit any loss, damage or injury.
- 7) **you** must not dispose of or repair any damaged property before **we** have had the opportunity to inspect them or **you** have been advised by the Claims Department to dispose of them.
- 8) **you** must not abandon any property to **us** without **our** written permission.

If **you** fail to comply with any of the above duties this may invalidate a claim, or any payment could be reduced.

How we deal with your claim

1. Defence of claims

We may

- take full responsibility for conducting, defending or settling any claim in **your** name.
- take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

2. Other insurance

We will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurance had this insurance not been effected. This clause does not apply to fatal injury (section two-H).

3. Fraudulent claims

you must not act in a fraudulent manner.

If **you** or anyone acting with **you** or on **your** behalf:-

- makes a claim under the insurance knowing the claim to be false or fraudulently exaggerated in any respect, or
- makes a statement in support of a claim knowing the statement to be false in any respect or submit a document in support of a claim knowing the document to be forged or false in any respect, or
- makes a claim in respect of any loss or damage caused by **your** wilful act or connivance then:-
- **we** shall not pay the claim
- **we** shall not pay any other claim which has been or will be made under the insurance
- **we** may at **our** option declare the insurance void
- **we** shall be entitled to recover from **you** the amount of any claim already paid under the insurance since the last renewal date
- **we** shall not return any premium
- **we** may inform the Police of the circumstances

SECTION ONE

BUILDINGS

The following cover applies only if the **schedule** shows that it is included.

WHAT IS COVERED

WHAT IS NOT COVERED

<p>This insurance covers the buildings for loss or damage directly caused by</p>	<p>We will not pay</p>
<p>1. Fire, lightning, explosion or earthquake and smoke damage caused by these perils</p>	
<p>2. Aircraft and other flying devices or items dropped from them</p>	
<p>3. Storm, flood or weight of snow</p>	<p>a) for loss or damage caused by subsidence, landslip or heave other than as covered under number 11 of section one</p> <p>b) for loss or damage to domestic fixed fuel oil tanks in the open, swimming pools, hot tubs, jacuzzi's, tennis courts, drives, patios, paths, terraces, gates, hedges, fences and railings</p>
<p>4. Escape of water from and frost damage to fixed water tanks, apparatus or pipes</p>	
<p>5. Escape of oil from a fixed domestic oil fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation</p>	
<p>6. Theft or attempted theft</p>	<p>for loss or damage while the home is lent, let or sublet unless caused by forcible and/or violent entry to or exit from the premises</p>
<p>7. Collision by any vehicle or animal</p>	
<p>8. Any person taking part in terrorism, a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously</p>	
<p>9. Falling trees, telegraph poles or lamp-posts</p>	<p>for loss or damage caused by trees being cut down or cut back within the premises</p>
<p>10. Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts</p>	<p>for loss or damage to radio and television aerials, satellite dishes, their fittings and masts (these would be covered under Section Two contents)</p>

SECTION ONE

BUILDINGS (continued)

WHAT IS COVERED

This insurance covers the **buildings** for loss or damage directly caused by

11. **Subsidence, landslip or heave of the site upon which the buildings stand**

WHAT IS NOT COVERED

We will not pay

- a) for loss or damage to terraces, patios, paths, drives, walls, gates, fences, hedges, lampposts, railings, swimming pools, hot tubs, jacuzzi's, tennis courts, permanently fitted central heating/fuel tanks, septic tanks or cesspits unless the main structure of the **premises** is also affected at the same time and by the same event
- b) for loss or damage caused by coastal or river erosion
- c) for loss or damage whilst the **buildings** are undergoing any structural repairs, alterations or extensions
- d) for loss or damage caused by the normal bedding down, **settlement** or expansion or contraction of new structures, the settlement of newly made up ground or compaction of infill, demolition, defective design, faulty materials or faulty workmanship
- e) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law
- f) for loss or damage to solid floors unless the walls of the **buildings** are damaged at the same time and by the same event

SECTION ONE

BUILDINGS (continued)

ADDITIONAL COVERS

WHAT IS COVERED

WHAT IS NOT COVERED

This section of the insurance also covers	We will not pay
<p>12. Accidental damage</p> <p>the cost of repairing accidental damage to</p> <ul style="list-style-type: none">• fixed glass and double glazing (including the cost of replacing frames)• mirrors• solar panels• sanitary ware• ceramic hobs <p>all forming part of the buildings</p>	
<p>13. Underground services</p> <p>the cost of repairing accidental damage caused by external and visible means from a single identifiable event to</p> <ul style="list-style-type: none">• domestic oil pipes• underground water-supply pipes• underground sewers, drains and septic tanks• blocked sewers including the cost of breaking into them and making necessary repairs• underground gas pipes• underground cables <p>serving the home and which you are legally liable for</p>	
<p>14. Loss of rent or alternative accommodation</p> <p>while the buildings cannot be lived in following loss or damage which is covered under section one for</p> <ul style="list-style-type: none">• loss of rent due to you which you are unable to recover• additional costs of alternative accommodation, substantially the same as your existing accommodation, which you have to pay for• the amount of ground rent payable by you	any amount over £75,000

SECTION ONE

BUILDINGS (continued)

ADDITIONAL COVERS

WHAT IS COVERED

WHAT IS NOT COVERED

This section of the insurance also covers	We will not pay
<p>15. Additional expenses expenses you have to pay and which we have agreed in writing for</p> <ul style="list-style-type: none"> architects', surveyors', consulting engineers' and legal fees the cost of removing debris and making the buildings safe costs you have to pay in order to comply with any Government or local authority requirements <p>following loss or damage to the buildings which is covered under section one</p>	<p>a) any expenses for preparing a claim or an estimate of loss or damage</p> <p>b) any costs if Government or local authority requirements have been served on you before the loss or damage</p>
<p>16. Increased water charges increased domestic metered water charges you have to pay following an escape of water which gives rise to an admitted claim under number 4 of section one</p>	<p>more than £5,000 in any period of insurance. If you claim for such loss under sections one and two, we will not pay more than £5,000 in total</p>
<p>17. Buyers benefit anyone buying the home will have the benefit of section one until the sale is completed or the insurance ends, whichever is sooner</p>	<p>if the buildings are insured under any other insurance</p>
<p>18. Trace and Access If the buildings are damaged by water or oil escaping from any fixed tanks, apparatus, pipes or any fixed heating installation in your home, we will pay the cost of removing and replacing any other parts of the buildings necessary to find and repair the source of the leak and making good</p>	<p>more than £25,000 during any period of insurance</p>
<p>19. Replacement locks costs you have to pay for replacing locks to alarms and outside doors in the home following theft or loss of your keys</p>	<p>any amount over £1,000 in total. If you claim for such loss under sections one and two, we will not pay more than £1,000 in total</p>
<p>20. Landscape gardens the reasonable cost of repairing or replacing landscaped gardens at the home following loss or damage which is covered under section one or caused by the emergency services attending the home</p>	<p>more than £2,500 in any period of insurance</p>

SECTION ONE

BUILDINGS (continued)

ADDITIONAL COVERS

WHAT IS COVERED

WHAT IS NOT COVERED

WHAT IS COVERED	WHAT IS NOT COVERED
<p>This section of the insurance also covers</p> <p>21. Fire extinguisher expenses the reasonable cost of replacing or refilling fire extinguishers, replacing sprinkler heads and refilling sprinkler tanks following loss or damage covered under section one</p>	<p>We will not pay</p> <p>more than £1,000 in any period of insurance</p>
<p>22. Emergency access expenses the reasonable cost of repairing the home following damage caused to the buildings by any of the emergency services in gaining access to the home in connection with a medical emergency or to prevent damage to the home</p>	<p>more than £1,000 for any event</p>
<p>23. Closed circuit television systems the reasonable cost of repairing or replacing closed circuit television systems at the home following loss or damage covered under section one</p>	<p>more than £2,500 in any period of insurance</p>
<p>24. Nest removal costs you have to pay for professional contractors to trace and remove bird, animal and insect nests at the premises</p>	<p>a) more than £1,000 for any one event, if you claim for such loss under sections one and two, we will not pay more than £1,000 in total</p> <p>b) for the removal of nests that existed before cover commenced</p>
<p>25. Fly tipping costs you have to pay for removing illegally dumped items from the premises and disposing of them at a fully licenced amenity site plus the costs of repairing any damage caused by fly tippers at the premises</p>	<p>a) more than £1,000 for any one event, if you claim for such loss under sections one and two, we will not pay more than £1,000 in total</p> <p>b) for removing any items that were present before cover commence</p>

SECTION ONE

BUILDINGS (continued)

ACCIDENTAL DAMAGE TO THE BUILDINGS

The following applies only if the **schedule** shows that **accidental damage** to the **buildings** is included.

WHAT IS COVERED

This extension covers

Accidental damage to the buildings

WHAT IS NOT COVERED

We will not pay

- a) for damage that **we** specifically exclude elsewhere under the **buildings** section
- b) for damage caused by the **buildings** moving, settling, shrinking, collapsing or cracking
- c) for damage while the **home** is being altered, refurbished or extended
- d) for damage to outbuildings or garages which are not of **standard construction**
- e) for damage arising from faulty design, specification or materials
- f) for damage caused by mechanical or electrical faults or breakdown
- g) for damage caused by dryness, dampness, extremes of temperature or exposure to light
- h) for damage to swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fuel tanks
- i) for damage caused by or contributed to by or arising from any kind of pollution and/or contamination

SECTION ONE

BUILDINGS (continued)

CONDITIONS THAT APPLY TO SECTION ONE (BUILDINGS) ONLY

Settling Claims

How **we** deal with **your** claim

1. If **your** claim for loss or damage is covered under the **buildings** section one **we** can choose to settle **your** claim by:
 - Repairing
 - Replacing
 - Reinstating
 - PaymentBut not so that it is better or more extensive than immediately prior to the incident giving rise to the claim.
2. If **we** have agreed with **you** that the **buildings** will not be repaired, replaced or reinstated following loss or damage **we** will agree a cash settlement with **you** and may deduct an amount for wear and tear.
3. When **we** pay **your** claim **we** will deduct the amount of **excess** as stated in the **schedule**.

Your sum insured

4. **We** will not reduce the sum insured under the **buildings** section one after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
5. If **you** are under insured, which means the cost of rebuilding the **buildings** at the time of loss or damage is more than **your** sum insured for the **buildings**, then **we** will only pay a proportion of the claim.
For example if **your** sum insured only covers one half of the cost of rebuilding the **buildings**, then **we** will only pay one half of the whole cost of **your** claim.
This settlement basis applies to the whole of the **buildings** section one.

Limit of insurance

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

SECTION TWO

CONTENTS

The following cover applies only if the **schedule** shows that it is included.

WHAT IS COVERED

WHAT IS NOT COVERED

This insurance covers the contents for loss or damage directly caused by	We will not pay
1. Fire, lightning, explosion or earthquake	
2. Aircraft and other flying devices or items dropped from them	
3. Storm, flood or weight of snow	contents outside the home
4. Escape of water from fixed water tanks, apparatus or pipes	
5. Escape of oil from a fixed domestic oil fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	
6. Theft or attempted theft	for loss or damage while the home is lent, let or sublet unless caused by forcible and/or violent entry to or exit from the premises
7. Collision by any vehicle or animal	
8. Any person taking part in terrorism, a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	
9. Falling trees, telegraph poles or lamp-posts	for loss or damage caused by trees being cut down or cut back within the premises
10. Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts	
11. Subsidence, landslip or heave of the site upon which the buildings stand	<ul style="list-style-type: none"> a) for loss or damage caused by coastal or river erosion b) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions c) for loss or damage arising from defective design, faulty materials or faulty workmanship d) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law e) for loss or damage following damage to solid floors unless the walls of the buildings are damaged at the same time and by the same event

SECTION TWO

CONTENTS (continued)

ADDITIONAL COVERS

WHAT IS COVERED

WHAT IS NOT COVERED

This section of the insurance also covers	We will not pay
<p>12. Accidental damage</p> <p>to</p> <ul style="list-style-type: none"> • televisions, satellite decoders • audio, video and DVD equipment • radios • home computers and laptops 	<ul style="list-style-type: none"> a) loss or damage caused by cleaning, maintaining, adjusting, repairing, dismantling, or misusing the item b) for records, compact discs, computer disks, cassettes, tapes or DVDs c) for mechanical or electrical faults or breakdown d) loss or damage caused by computer viruses e) loss or damage caused from light, or atmospheric or climatic conditions f) loss or damage caused by scratching or denting
<p>13. Accidental breakage</p> <p>of</p> <ul style="list-style-type: none"> • fixed glass and double glazing • sanitary ware <p>forming part of the buildings which you are legally liable for as a tenant and do not have other insurance for</p> <ul style="list-style-type: none"> • mirrors • glass tops and fixed glass in furniture • ceramic hobs 	<p>for the cost of repairing, removing or replacing frames</p>
<p>14. Contents temporarily removed</p> <p>the contents, if these are not already insured, whilst they are temporarily out of the home against loss or damage directly caused by:</p> <p>any of the events insured under numbers 1-11 in section two while the contents are:</p> <ul style="list-style-type: none"> • in any occupied private dwelling • in any buildings where you are living or working • in any building for valuation, cleaning or repair • in any furniture store • in any bank or safe deposit 	<ul style="list-style-type: none"> a) for contents outside the United Kingdom b) for money or credit cards c) any amount over £5,000 for contents in a furniture store
<p>15. Loss of rent</p> <p>up to twelve months rent you have to pay as occupier if the home cannot be lived in following loss or damage which is covered under section two</p>	<p>any amount over 10% of the sum insured under section two for the contents of the buildings damaged or destroyed</p>

SECTION TWO

CONTENTS (continued)

ADDITIONAL COVERS

WHAT IS COVERED

WHAT IS NOT COVERED

This section of the insurance also covers	We will not pay
<p>16. Alternative accommodation costs of using other accommodation, substantially the same as your existing accommodation, which you have to pay for if the home cannot be lived in following loss or damage which is covered under section two</p>	any amount over £20,000
<p>17. Tenants liability your legal responsibility as a tenant for loss or damage to the buildings caused by loss or damage which is covered under section two</p>	<p>a) any amount over £15,000 b) for loss or damage caused by fire, lightning or explosion to the buildings other than to the landlord's fixtures or fittings c) for loss or damage arising from subsidence, landslip or heave d) for loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously</p>
<p>18. Underground services the cost of repairing accidental damage caused by external and visible means from a single identifiable event to</p> <ul style="list-style-type: none"> • domestic oil pipes • underground water-supply pipes • underground sewers, drains and septic tanks • underground gas pipes • underground cables <p>which you are legally liable for as tenant only</p>	
<p>19. Fatal injury fatal injury to you, happening at the premises shown in the schedule, caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve months of such injury, for the following amounts:</p> <ul style="list-style-type: none"> • £10,000 for each insured person over sixteen years of age, • £5,000 for each insured person sixteen years of age or under, <p>at the time of death</p>	

SECTION TWO

CONTENTS (continued)

ADDITIONAL COVERS

WHAT IS COVERED

WHAT IS NOT COVERED

This section of the insurance also covers	We will not pay
<p>20. Replacement locks costs you have to pay for replacing locks to safes, alarms and outside doors in the home following theft or loss of your keys</p>	<p>any amount over £1,000 in total. If you claim for such loss under sections one and two, we will not pay more than £1,000 in total</p>
<p>21. Increased water charges increased domestic metered water charges you have to pay following an escape of water which gives rise to an admitted claim under number 4 of section two</p>	<p>more than £5,000 in any period of insurance. If you claim for such loss under sections one and two, we will not pay more than £5,000 in total</p>
<p>22. Wedding gifts wedding gifts within the home against loss or damage by events 1-11 of section two contents, for one month before and one month after the wedding day of you or any member of your family (if within the period of insurance). We will increase the contents sum insured by £5,000 to cover loss or damage to wedding gifts</p>	
<p>23. Religious festival we will increase the sum insured for section two contents shown in the schedule by £5,000 to cover gifts and provisions bought during the month in which you celebrate a religious festival</p>	
<p>24. Students contents contents belonging to a member of your family who is away at University/College during term time but who usually resides at the home against loss or damage by events 1-10 of section two contents</p>	<p>a) more than £2,500 in any period of insurance b) more than £500 for any one item c) for loss or damage unless the loss or damage is caused by a violent and forcible entry</p>
<p>25. Computer data costs you have to pay for retrieving or replacing electronic or digital data from your computers, home entertainment systems or mobile equipment following loss or damage which is covered under section two</p>	<p>a) any amount over £2,500 in any period of insurance b) for replacing software, songs or any downloaded data unless you can provide proof of purchase</p>

SECTION TWO

CONTENTS (continued)

ADDITIONAL COVERS

WHAT IS COVERED

WHAT IS NOT COVERED

This section of the insurance also covers	We will not pay
<p>26. Landscaped gardens costs you have to pay for replacing plants, shrubs and trees in the garden at the premises that you own or which you are legally liable for as a tenant following damage caused by the emergency services or loss or damage caused by fire, lightning, explosion, earthquake, theft, vandalism, impact by vehicles, aircraft or lampposts or by persons acting maliciously</p>	<p>any amount over £1,500 in any period of insurance</p>
<p>27. Guests personal possessions personal effects of your visitors, guests and domestic staff while they are in the home following loss or damage which is covered under section two</p>	<p>a) any amount over £2,500 in any period of insurance b) any personal effects that are insured under any other insurance policy</p>
<p>28. Professional removals the contents, if these are not already insured, whilst they are being moved to your new home following loss or damage caused by fire, lightning, explosion, earthquake, theft or attempted theft, vandalism, impact by vehicles, aircraft or lampposts or by persons acting maliciously</p>	<p>a) for contents outside the United Kingdom b) for money, credit cards or valuables c) any amount over £20,000 unless the contents are being moved by professional removal contractors</p>
<p>29. Nest removal costs you have to pay for professional contractors to trace and remove bird, animal and insect nests at the premises</p>	<p>a) more than £1,000 for any one event, if you claim for such loss under sections one and two, we will not pay more than £1,000 in total b) for the removal of nests that existed before cover commenced</p>
<p>30. Fly tipping costs you have to pay for removing illegally dumped items from the premises and disposing of them at a fully licenced amenity site plus the costs of repairing any damage caused by fly tippers at the premises</p>	<p>a) more than £1,000 for any one event, if you claim for such loss under sections one and two, we will not pay more than £1,000 in total b) for removing any items that were present before cover commence</p>

SECTION TWO

CONTENTS (continued)

ACCIDENTAL DAMAGE TO CONTENTS

The following applies only if the **schedule** shows that **accidental damage** to the **contents** is included.

WHAT IS COVERED

This extension covers

Accidental damage to the contents within the home

WHAT IS NOT COVERED

We will not pay

- a) for damage that **we** specifically exclude elsewhere under the **contents** section
- b) for damage to **contents** within garages and outbuildings
- c) for damage while the **premises** are being altered, refurbished or extended
- d) for damage or deterioration to any item caused by dyeing, cleaning, repair, renovation or whilst being worked upon
- e) for damage arising from faulty design, specification or materials
- f) for damage caused by mechanical or electrical faults or breakdown
- g) for damage caused by dryness, dampness, extremes of temperature or exposure to light
- h) for **money, credit cards**, documents or stamps
- i) for loss or damage to contact, corneal or micro corneal lenses
- j) for damage caused by or contributed to by or arising from any kind of pollution and/or contamination

SECTION TWO

CONTENTS (continued)

CONDITIONS THAT APPLY TO SECTION TWO (CONTENTS) ONLY

Settling Claims

How **we** deal with **your** claim

1. If **your** claim for loss or damage is covered under the **contents** section two **we** can choose to settle **your** claim by:
 - Repairing
 - Replacing
 - Reinstating
 - Payment

For total loss or destruction of any item **we** will pay the cost of replacing the item as new as long as the new item is as close as possible to but not an improvement on the original item when it was new.
2. When **we** pay **your** claim **we** will deduct the amount of **excess** as stated in the **schedule** or this policy.

Your sum insured

3. **We** will not reduce the sum insured under the **contents** section two after **we** have paid a claim as long as **you** agree to carry out **our** recommendations to prevent further loss or damage.
4. If **you** are under insured, which means the cost of replacing the **contents**, as new, at the time of loss or damage is more than **your** sum insured for the **contents**, then **we** will only pay a proportion of the claim.

For example if **your** sum insured only covers one half of the cost of replacing the **contents**, as new, then **we** will only pay one half of the whole cost of **your** claim.
This settlement basis applies to the whole of the **contents** section two.

Limit of insurance

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

SECTION THREE

ACCIDENTS TO DOMESTIC STAFF

This section applies only if the **schedule** shows that **contents** are insured under section two of this insurance.

WHAT IS COVERED

We will indemnify you

for amounts **you** become legally liable to pay, including costs and expenses which **we** have agreed in writing, for **bodily injury** by accident happening during the **period of insurance** anywhere in the world to **your** domestic staff employed in connection with the **premises** shown in the **schedule**

WHAT IS NOT COVERED

We will not indemnify you

for **bodily injury** arising directly or indirectly

- from any vehicle
- from any vehicle used for racing, pacemaking or speed testing
- from any communicable disease or condition
- in Canada or the United States of America after the total period of stay has exceeded 30 days in the **period of insurance**
- from any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs (Northern Ireland) order 1991 or Dangerous Dogs Amendment 1997 or any amending legislation

Limit of insurance

We will not pay more than £5,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

SECTION FOUR

LEGAL LIABILITY TO THE PUBLIC

This section applies only if the **schedule** shows that either the **buildings** are insured under section one or the **contents** are insured under section two of this insurance.

PART A

Part A of this section applies in the following way:

- if the **buildings** only are insured, **you** legal liability as owner only but not as occupier is covered under Part A (i) below.
- if the **contents** only are insured, **you** legal liability as occupier only but not as owner is covered under Part A (i) and Part A (ii) below.
- if the **buildings** and **contents** are insured, **you** legal liability as owner or occupier is covered under Part A (i) and Part A (ii) below.

WHAT IS COVERED

WHAT IS NOT COVERED

We will indemnify you	We will not indemnify you for any liability
<p>(i) as owner or occupier for any amounts you become legally liable to pay as damages for</p> <ul style="list-style-type: none"> • bodily injury • damage to property <p>caused by an accident happening at the premises during the period of insurance</p> <p>OR</p> <p>(ii) as a private individual for any amounts you become legally liable to pay as damages for</p> <ul style="list-style-type: none"> • bodily injury • damage to property <p>caused by an accident happening anywhere in the world during the period of insurance</p>	<p>a) for bodily injury to</p> <ul style="list-style-type: none"> • you • any other permanent member of the home • any person who at the time of sustaining such injury is engaged in your service <p>b) for bodily injury arising directly or indirectly from any communicable disease or condition</p> <p>c) arising out of any criminal or violent act to another person or property</p> <p>d) for damage to property owned by or in the charge or control of</p> <ul style="list-style-type: none"> • you • any other permanent member of the home • any person engaged in your service <p>e) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the period of insurance</p> <p>f) arising directly or indirectly out of any profession, occupation, business or employment</p> <p>g) which you have assumed under contract and which would not otherwise have attached</p> <p>h) arising from the Third Party Wall etc Act 1996</p> <p>(Exclusions continued over the page)</p>

SECTION FOUR

LEGAL LIABILITY TO THE PUBLIC (continued)

PART A (continued)

WHAT IS COVERED

WHAT IS NOT COVERED

We will indemnify you	We will not indemnify you for any liability
	<p>i) arising out of your ownership, possession or use of:</p> <ul style="list-style-type: none"> i) any motorised or horsedrawn vehicle other than: <ul style="list-style-type: none"> • domestic gardening equipment used within the premises and • pedestrian controlled gardening equipment used elsewhere • ride on lawn mowers used within the premises • electric wheelchairs and mobility scooters ii) any power-operated lift other than stairlifts iii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes iv) any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, The Dangerous Dogs(Northern Ireland) order 1991 or Dangerous Dogs Amendment 1997 or any amending legislation <p>j) in respect of any kind of pollution and/or contamination other than:</p> <ul style="list-style-type: none"> • caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the premises named in the schedule; and • reported to us not later than 30 days from the end of the period of insurance; <p>in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident</p> <p>k) arising out of your ownership, occupation, possession or use of any land or building that is not within the premises</p> <p>l) if you are entitled to indemnity under any other insurance, including but not limited to any home or travel insurance, until such insurance(s) is exhausted</p>

SECTION FOUR

LEGAL LIABILITY TO THE PUBLIC (continued)

PART B

This section applies only if the **schedule** shows that **contents** are insured under section two of this insurance.

WHAT IS COVERED

WHAT IS NOT COVERED

We will pay for	We will not indemnify you
<p>sums which you have been awarded by a court in the United Kingdom and which still remain outstanding three months after the award has been made provided that:</p> <ul style="list-style-type: none"> Part A (ii) of this section would have indemnified you had the award been made against you rather than to you there is no appeal pending you agree to allow us to enforce any right which we shall become entitled to upon making payment 	<p>for amounts exceeding £100,000 in total</p>

PART C

This section applies only if the **schedule** shows that **buildings** are insured under section one of this insurance.

WHAT IS COVERED

WHAT IS NOT COVERED

We will indemnify you	We will not indemnify you
<p>for any amount you become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any home previously owned and occupied by you</p>	<ul style="list-style-type: none"> for any liability if you are entitled to indemnity under any other insurance for the cost of repairing any fault or alleged fault for any home previously owned and occupied by you in which you still hold legal title or have an interest for any incident which happens more than 7 years after the last day of insurance period in respect of any home previously insured by us and owned and occupied by you for anything owned by or the legal responsibility of your family for injury, death, disease or illness of any of your family (other than your domestic employees who normally live with you) for liability arising from any employment, trade, professional or business of any of your family for liability accepted by any of your family under any agreement, unless the liability would exist without this agreement for liability arising from the Third Party Wall etc Act 1996

SECTION FOUR

LEGAL LIABILITY TO THE PUBLIC (continued)

Limit of insurance

We will not pay

- in respect of pollution and/or contamination:-
more than £2,000,000 in all
- in respect of other liability covered under section four:-
more than £2,000,000 in all for Part A and C, and £100,000 for Part B for any one accident or series of accidents arising out of any one event, plus the costs and expenses which **we** have agreed in writing.

SECTION FIVE

VALUABLES AND PERSONAL POSSESSIONS

The following cover applies only if the **schedule** shows that it is included

WHAT IS COVERED

WHAT IS NOT COVERED

This insurance covers	We will not pay
<p>valuables and personal possessions listed in the schedule (or specification(s) attached) against physical loss or damage within the home or anywhere in the world</p>	<p>a) any amount over:</p> <ul style="list-style-type: none"> • £750 for any one mobile phone • £750 for any one pedal cycle • £1,500 for any one or set of hearing aids • £2,500 for any other item, pair or set unless such item(s) have been specified and are shown separately in the schedule <p>b) for damage from electrical or mechanical faults or breakdown</p> <p>c) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon</p> <p>d) for damage to guns caused by rusting or bursting of barrels</p> <p>e) for breakage of any sports equipment whilst in use</p> <p>f) for loss or damage to contact, corneal or micro corneal lenses</p> <p>g) for loss or damage to hearing aids while you are in water, swimming or involved in any other water sports</p> <p>h) for the theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under your personal supervision</p> <p>i) for loss or damage to any musical instruments that will be or were being used for business or professional purposes</p> <p>j) for loss or damage to quad bikes or mini moto's or the like, unless such item(s) have been specified and are shown in the schedule</p> <p>k) for theft or disappearance of electric wheelchairs or mobility scooters:</p> <ul style="list-style-type: none"> i) where the keys or other device which enables the wheelchair or mobility scooter to be started are left in or on the wheelchair or mobility scooter whilst they are unattended ii) between the hours of 23:00 and 07:00 unless the wheelchair or mobility scooter is kept in a locked building whilst not in use

SECTION FIVE

VALUABLES AND PERSONAL POSSESSIONS (continued)

The following cover applies only if the **schedule** shows that it is included

WHAT IS COVERED

This insurance covers

WHAT IS NOT COVERED

We will not pay

- l) any amount over £500 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant
- m) any amount over £2,000 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during **your** absence from such rooms

SECTION FIVE

VALUABLES AND PERSONAL POSSESSIONS (continued)

CONDITIONS THAT APPLY TO SECTION FIVE (VALUABLES AND PERSONAL POSSESSIONS) ONLY

How **we** deal with **your** claim

1. If **your** claim for loss or damage is covered under the **valuables** and **personal possessions** section five **we** can choose to settle **your** claim by:
 - Repairing
 - Replacing
 - Reinstating
 - Payment
2. If any insured item which is part of a pair or set and has an insured value of £1,000 or over:
 - **we** will not pay for the cost of replacing any undamaged or remaining items that form part of such pair or set.
 - **we** will not pay more than the proportion that the lost or damaged item bears to the insured value of such pair or set.

Your sum insured

3. If **you** make a claim for repairing any item and **you** are under insured, which means the value or replacement value at the time of the loss or damage for the insured item is more than **your** sum insured for such item, then **we** will only pay a proportion of the claim.
For example if **your** sum insured only covers one half of the value or replacement value of the insured item then **we** will only pay one half of the cost of repairing the insured item.
Where the claim is for total loss or destruction then the most **we** will pay is the sum insured for the insured item.

Limit of insurance

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

SECTION SIX

DOMESTIC FREEZER COVER

The following cover applies only if the **schedule** shows that it is included

WHAT IS COVERED

WHAT IS NOT COVERED

WHAT IS COVERED	WHAT IS NOT COVERED
Section two of this insurance extends to cover the cost of replacing your food in your fridge or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes	We will not pay <ul style="list-style-type: none">a) for loss or damage caused by any electricity or gas company cutting off or restricting your supplyb) for loss or damage due to the failure of your electricity or gas supply caused by a strike or any other industrial action

Limit of insurance

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

SECTION SEVEN

MONEY AND CREDIT CARD COVER

The following cover applies only if the **schedule** shows that it is included

WHAT IS COVERED

Section two of this insurance extends to cover the following

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

WHAT IS NOT COVERED

We will not pay

- a) to make up any shortages due to error or omission
- b) for loss of value

Limit of insurance

We will not pay more than the sum(s) insured shown in the **schedule**.

SECTION EIGHT

Family Legal Protection Cover

The following cover applies only if the **schedule** shows that it is included.

Definitions Applicable to Section Eight Only

The following words have these meanings wherever they appear in this section in **bold**:

Appointed representative

means the claim negotiator, or the lawyer or other suitably qualified person appointed by **us** to act on behalf of the **insured person** in accordance with **our** standard terms of appointment.

Costs and expenses

means all necessary and reasonable

- (a) Fees, disbursements, **costs and expenses** charged by the **appointed representative** and agreed by **us**;
 - (b) Opponents costs in civil cases where the **insured person** is ordered to pay them or where **we** agree to pay them;
- in pursuing the claim including the costs of any appeal or defending an appeal, provided the **insured person** tells **us** within the time limits and provided that **we** agree to the appeal.

Insured person

means **you** and any domestic partner and any family member permanently living with **you** provided that they have **your** permission to claim under this policy.

Legal proceedings

means a legal remedy for compensation, specific performance or an injunction.

Reasonable prospects

means that in respect of each claim there is always more than a 50% chance of the **insured person** recovering damages, defending a claim or prosecution or obtaining a legal remedy. This will be assessed by **us** or the **appointed representative**.

We / us / our

means MSL Legal Expenses Limited.

You / your

means the policyholder shown in the schedule.

OUR AGREEMENT

This insurance is a contract between **us** and **you**. This is a claims made policy which means that for there to be a valid claim under the policy, all claims must be reported to **us** during the period of insurance.

We will, subject to the terms of this policy, provide **you** with the insurance set out in the policy in respect of claims reported to us during the period of insurance shown in the schedule and for any subsequent period for which **we** may accept a renewal premium.

You must ensure that all the information **you** have given to **us** is accurate to the best of **your** knowledge. **We** will be entitled to refuse to accept a claim where **you** do not take reasonable care not to make a misrepresentation.

You are entitled to cancel **your** policy with a full premium refund within 14 days of it starting, provided that there have been no claims. Please see the cancellation condition under the conditions section.

What is insured

We will provide the insurance in relation to the Insured Incidents described in this section of the policy, subject to what is not insured, the claims settlement provisions and conditions of this section of the policy, provided that:

- a) **reasonable prospects** exist for the duration of the claim.
- b) The claim is reported to **us**
 - i) during the period of insurance, and
 - ii) immediately after the **insured person** became aware of circumstances which may give rise to a claim.
 - iii) the **insured person** follows the advice provided to the **insured person** by **our** Claims and Advice Service.
 - iv) The **insured person** seeks and continues to follow the advice from **our** Claims and Advice Service.
 - v) during the course of any dispute from the date that the **insured person** became aware of the dispute and throughout the duration of the dispute the **insured person** keeps **us** up to date with all developments and the **insured person** follows and continues to follow the advice from **our** Claims and Advice Service.

We will not pay

- a) in respect of any one claim more than £50,000 and no more than £200,000 in total in any one period of insurance in respect of the aggregate total of all claims.
- b) any claim or incident which may lead to a claim which the **insured person** knew about or ought reasonably to have known about before the start of this policy.
- c) the first 10% of **costs and expenses** where the **insured person** chooses their own lawyer or other suitably qualified person in relation to a claim under this policy.

SECTION EIGHT

FAMILY LEGAL PROTECTION COVER (continued)

Insured Incidents

For advice or to make a claim under this section of the insurance call **0161 495 4490**

WHAT IS COVERED

WHAT IS NOT COVERED

Section eight of this insurance covers the following	We will not pay
<p>1. Employment disputes we will pay the costs and expenses in relation to the pursuit of legal proceedings arising from or relating to an insured person's contract of employment as an employee</p>	<ul style="list-style-type: none"> a) any claim resulting from a grievance or disciplinary procedure or the notification of redundancy, which occurs before the commencement of this policy. b) any claim relating to disciplinary hearings or internal grievance procedures. c) the costs of any disputes relating to a settlement agreement. d) any dispute relating to a shareholding, partnership or directors contract. e) any claim relating to the Transfer of Undertakings (Protection of Employment) Regulations (TUPE). f) any claim relating to franchise rights and agency rights. g) any claim relating to future contracts of employment.
<p>2. Contract disputes we will pay the costs and expenses for the pursuit or defence of legal proceedings relating to an agreement or alleged agreement that an insured person has entered into in a personal capacity for the buying, selling or hiring in of any goods or services, provided that the amount in dispute is more than £250.</p>	<ul style="list-style-type: none"> a) any claim relating to an insured person's previous or current trade, business, occupation or profession. b) any claim relating to any land or buildings other than your main home. c) any claim relating to animals, motorised vehicles (except for domestic gardening equipment and electric or motorised wheelchairs and invalid carriages not designed for road use), aircrafts, boats, windsurfers, boards, jet skis or any craft designed to be used on or in water, caravans, trailers and any accessories. d) any claim in relation to construction, extension or conversion of any buildings where the contract value exceeds £5,000 including VAT. e) any claim relating to the settlement payable or the cover provided under an insurance policy. f) any claim relating to a loan, pension, investment or any other borrowing or financial instrument. g) any claim arising out of actual or alleged negligent advice, error or omission.

SECTION EIGHT

FAMILY LEGAL PROTECTION COVER (continued)

Insured Incidents

For advice or to make a claim under this section of the insurance call **0161 495 4490**

WHAT IS COVERED

WHAT IS NOT COVERED

Section eight of this insurance covers the following	We will not pay
<p>3. Personal injury we will pay the costs and expenses in relation to the pursuit of legal proceedings in respect of any incident causing bodily injury or death to an insured person, provided that the claim is the result of a sudden and specific incident.</p>	<p>a) any claim which develops gradually unless it is the result of a sudden and specific event. b) any claim included in or excluded from Insured Incident 4 Clinical and Medical Negligence as any claim should be made under that section.</p>
<p>4. Clinical and medical negligence we will pay the costs and expenses in relation to the pursuit of legal proceedings in respect of any clinical, medical or dental negligence causing bodily injury or death to an insured person.</p>	<p>any claim which develops gradually unless it is the result of a sudden and specific event.</p>
<p>5. Property disputes we will pay the costs and expenses for the pursuit or defence of legal proceedings relating to</p> <p>a) an incident, which causes or could cause physical damage to your main home, which is owned by you or for which you are legally responsible.</p> <p>b) any unlawful interference of your use or enjoyment or right of your main home and the land on which your main home is situated.</p> <p>c) the landlord's failure to maintain your main home.</p> <p>d) any claim arising out of actual or alleged negligent advice, error or omission, provided that</p> <p>i) the amount in dispute is more than £250.</p> <p>ii) your main home is situated in the United Kingdom, the Channel Islands or the Isle of Man.</p>	<p>a) any claim relating to an insured person's previous or current trade, business, occupation or profession. b) any claim relating to the rent, service and maintenance charges or renewal of a tenancy agreement. c) any claim relating to planning. d) any claim where the insured person is the landlord of the home or is leasing, sub-letting or renting out part of the home. e) any claim relating to work done by any government or local authority unless the claim is for accidental physical damage to the home. f) any claim relating to subsidence, heave, landslip, mining or quarrying.</p>

SECTION EIGHT

FAMILY LEGAL PROTECTION COVER (continued)

Insured Incidents

For advice or to make a claim under this section of the insurance call **0161 495 4490**

WHAT IS COVERED

WHAT IS NOT COVERED

Section eight of this insurance covers the following	We will not pay
<p>6. Tax protection we will pay the costs and expenses following an investigation by HM Revenue & Customs into your personal tax affairs.</p>	<p>a) any claim relating to the tax affairs of a company or any claim if you are self employed, a sole trader or in a business partnership. b) any claim relating to a tax avoidance scheme. c) any claim involving an investigation by the Special Investigations unit of HM Revenue & Customs.</p>
<p>7. Jury service for each day that an insured person is required to attend jury service in the United Kingdom we will pay the actual loss of the salary or wages of an insured person for the time off work for jury service, provided that such salary or wages are not recoverable from the relevant court, tribunal or other party. please note that the requirement for reasonable prospects to exist for the duration of the claim does not apply to this Insured Incident.</p>	<p>a) any claim where the date the insured person receives first notification of jury service or deferral of jury service is before the commencement of this policy. b) any claim where you are unable to prove your loss.</p>
<p>8. Legal defence we will pay the costs and expenses for defending an insured person's rights relating to any prosecution in a criminal court arising from the sale or supply of privately owned goods. please note that the requirement for reasonable prospects to exist for the duration of the claim does not apply to this Insured Incident.</p>	<p>a) any claim relating to an insured person's previous or current trade, business, occupation or profession. b) any claim relating to animals, motorised vehicles (except for domestic gardening equipment and electric or motorised wheelchairs and invalid carriages not designed for road use), aircrafts, boats, windsurfers, boards, jet skis or any craft designed to be used on or in water, caravans, trailers and any accessories.</p>

SECTION EIGHT

FAMILY LEGAL PROTECTION COVER (continued)

Insured Incidents

For advice or to make a claim under this section of the insurance call **0161 495 4490**

WHAT IS COVERED

WHAT IS NOT COVERED

Section eight of this insurance covers the following	We will not pay
<p>9. Identity theft</p> <p>we will provide an identity theft resolution service should an insured person become or feel they have become the victim of identity theft during the period of insurance. The identity theft resolution service will provide:</p> <ul style="list-style-type: none"> a) access to a private and confidential helpline (by ringing the Claims and Advice line number) should an insured person, regarding identity fraud, feel they have become the victim of identity theft. b) access to a personal identity theft adviser who will provide the insured person with specialist guidance and assist the insured person in resolving the identity fraud. <p>if an insured person becomes the victim of unlawful use of their personal identity as a result of theft or unauthorised use of their personal identity, we will pay:</p> <ul style="list-style-type: none"> 1) the costs and expenses to reinstate the insured person's identity. 2) the costs and expenses to defend any dispute between the insured person and any other party as a consequence of identity theft. 3) any fees in relation to reapplying for any loan where an original loan application has to be resubmitted because of the identity theft relating to the insured person. <p>provided that the insured person</p> <ul style="list-style-type: none"> i) notifies the Police and their bank, mortgage lender or any company with whom they have a loan within 24 hours of discovery of the identity theft or attempted identity theft. ii) follows and continues to follow at all times the advice from our confidential helpline service. 	<ul style="list-style-type: none"> a) any claim relating to an insured person's previous or current trade, business, occupation or profession. b) any identity theft committed by an insured person.

SECTION EIGHT

FAMILY LEGAL PROTECTION COVER (continued)

Insured Incidents

For advice or to make a claim under this section of the insurance call **0161 495 4490**

WHAT IS COVERED

WHAT IS NOT COVERED

Section eight of this insurance covers the following	We will not pay
<p>10. Professional negligence we will pay the costs and expenses for the pursuit of legal proceedings relating to an agreement or alleged agreement that an insured person has entered into in a personal capacity with a solicitor, accountant, surveyor or architect, arising out of actual or alleged negligent advice, error or omission, provided that the amount in dispute is more than £250.</p>	<p>a) any claim relating to an insured person's previous or current trade, business, occupation or profession. b) any claim relating to the settlement payable or the cover provided under an insurance policy. c) any claim relating to a loan, pension, investment or any other borrowing or financial instrument.</p>
<p>11. Court attendance for each day that an insured person is required to attend any court or tribunal at the request of an appointed representative we will pay the actual loss of the salary or wages of an insured person for the time off work, provided that such salary or wages are not recoverable from the relevant court, tribunal or other party. Please note that the requirement for reasonable prospects to exist for the duration of the claim does not apply to this Insured Incident.</p>	<p>a) any loss incurred before you make a claim. b) any claim where you are unable to prove your loss.</p>

SECTION EIGHT

Family Legal Protection Cover (continued)

HELPLINE SERVICES

Legal advice service

Call **0161 603 2190**

We have provided **you** access to a confidential legal advice service for any personal legal problem based on UK law. This service is available 24 hours a day/365 days a year.

To contact the Legal Advice Service, please telephone the number, select Option 1 and quote MSL/LAH/LLP.

Tax advice service

Call **0161 603 2190**

We have provided **you** access to a confidential telephone tax advice service for personal tax matters. This service is available 24 hours a day/365 days a year.

To contact the Tax Advice Service, please telephone the number, select Option 2 and quote MSL/TAX/LLP.

Counselling helpline service

Call **0161 603 2190**

We have provided **you** access to a confidential counselling service available 24 hours a day/365 days a year. The service is provided by Care First in partnership with MSL Legal Expenses Limited.

Care First counsellors are British Association for Counselling and Psychotherapy (BACP) accredited and professionally qualified to a minimum of BACP diploma level.

The confidential counselling service can be used to discuss a wide range of concerns. Whether the issue is personal or work related, **we** will be able to assist **you**.

To contact the Counselling Helpline please telephone the number, select Option 3 and quote MSL/CNS/LLP.

Medical information service

Call **0161 603 2190**

We have provided **you** access to a specialist non diagnostic and non prescriptive medical information service. The service also provides advice on a wide variety of other issues including, but not limited to immigration advice, benefits advice and housing advice as well as more general information.

The service is available between 8am and 8pm Monday to Friday and is provided by Care First in partnership with MSL Legal Expenses Limited.

To contact the Medical Information Service please telephone the number, select Option 6 and quote MSL/MIS/LLP

Domestic assistance helpline service

Call **0161 603 2190**

We have provided **you** access to a Domestic Assistance helpline service to help **you** arrange repairs if **you** have a domestic emergency in **your** property. **We** will arrange a contractor to assist **you**, but will not pay the contractors costs or call out fees. This service is available 24 hours a day, 365 days a year.

To contact the Domestic Assistance Helpline Service, please telephone the number, select Option 4 and quote MSL/DAH/LLP

Identity theft helpline service

Call **0161 603 2190**

We have provided **you** access to a dedicated identity theft resolution helpline service 24 hours a day, 365 days a year to assist **you** if **you** believe **you** have become a victim of Identity Theft.

If you believe you have been a victim of Identity Theft, please telephone the number, Select Option 5 and quote MSL/IDT/LLP.

We will not accept responsibility if the Helpline Services fail for reasons we cannot control. By using these services you agree to us recording your call.

SECTION EIGHT

Family Legal Protection Cover (continued)

EXCLUSIONS APPLICABLE TO SECTION EIGHT OF THIS INSURANCE ONLY

We will not pay for the following:

1. **Prior claims**

Any claim or incident which may lead to a claim and which the **insured person** knew about or ought reasonably to have known about before the start of this policy.

2. **Prior costs and expenses**

Any costs incurred before a claim is made and any **costs and expenses**, which **we** do not authorise.

3. **Motor vehicles**

Any claim relating to a motor vehicle owned, driven, used, hired, leased, sold or purchased by an **insured person**.

4. **Dishonesty, deliberate acts, violence and fraud**

Any claim

- a) Involving actual or alleged dishonesty or violence by the **insured person**;
- b) Or statement which is overstated, false or fraudulent.

We will have the right to refuse to pay a claim or to void this insurance from the date of the act.

5. **Judicial review, mediation and arbitration, marital and family disputes, intellectual property, libel and slander, share options, pensions, date change and mortgage lender**

Any claim directly or indirectly relating to or resulting from

- a) A judicial review.
- b) Mediation and arbitration.
- c) Divorce, matrimonial matters, cohabitation, maintenance, custody or access.
- d) Copyright(s), trademark(s), merchandise mark(s), registered design(s) or other intellectual property rights or secrecy and confidentiality agreements.
- e) Libel or slander.
- f) Any share option or pension scheme or policy.
- g) Any device failing to recognise, interpret or process any date as its true calendar date.
- h) Any dispute arising between the **insured person** and any agent or mortgage lender.

6. **Bankruptcy, liquidation or receivership**

Any claim where the **insured person** is bankrupt, in liquidation, has made an arrangement with his or her creditors, has entered into a Deed of Arrangement or part or all of the **insured person's** affairs or property are in the care or control of a receiver or an administrator.

7. **Other insurance**

Any **costs and expenses**, which can be recovered by an **insured person** under any other insurance or which would have been covered if this insurance did not exist, except for any amount in excess of that which would have been payable under such insurance(s).

8. **Fines and penalties**

For fines, damages other penalties or punitive damages, which the **insured person** is ordered to pay by a court or other authority.

9. **Disputes with us**

- a) Any claim against **us**, Financial & Legal Insurance Company Limited or any company or subsidiary of the MSL group of companies.
- b) Any dispute between **you** and any domestic partner or family members permanently living with **you**.

SECTION EIGHT

Family Legal Protection Cover (continued)

EXCLUSIONS APPLICABLE TO SECTION EIGHT OF THIS INSURANCE ONLY (continued)

10. **War risks**

Any claim arising from any consequence of war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, confiscation, requisition, terrorism or alleged acts of terrorism as set out in the Terrorism Act 2000, or damage to property by or under the authority of any government, public or local authority.

11. **Radioactive contamination and pressure waves**

Any claim, which arises from or is directly or indirectly caused by, contributed to, by or arising from any of the following, or from any similar reaction or event

- a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b) The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
- c) Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds.

12. **Territorial limits**

Any claim

- a) Where the dispute is pursued outside the jurisdiction of a court or other body within the United Kingdom, the Channel Islands or the Isle of Man;
- b) Which occurs outside the United Kingdom, the Channel Islands or the Isle of Man;
- c) Where the **insured person** permanently lives outside the United Kingdom, the Channel Islands or the Isle of Man.

CLAIM SETTLEMENT PROVISIONS UNDER SECTION EIGHT OF THIS INSURANCE ONLY

1. **Reasonable precautions**

The **insured person** must take all reasonable precautions to reduce or remove the risk of a claim and not take any deliberate acts, which will result in a claim.

2. **When you must report a claim to us**

The **insured person** must tell **us** immediately of any circumstances which may give rise to a claim.

3. **Acceptance of claim**

On receipt of the claim it will be assessed and dealt with by **our** in house claims negotiators and, if appropriate and if **reasonable prospects** exist and the claim is reported to **us** immediately after the **insured person** becomes aware of circumstances which may give rise to a claim, **we** will then instruct an **appointed representative** to handle the claim on behalf of the **insured person**. If there is a dispute as to whether **reasonable prospects** exist, **we** may require the **insured person**, at the **insured person's** own expense, to obtain Counsel's opinion as to the merits of the case. The costs will be refunded to the **insured person** if Counsel's opinion clearly shows that there are merits in proceeding.

4. **Conduct of the claim**

(a) **We** will be entitled

- i) To have direct contact with the **appointed representative**;
- ii) To take over and conduct in the **insured person's** name any claim or **legal proceedings** at anytime and negotiate any claim on behalf of the **insured person**;
- iii) To refuse to accept a claim or continue with a claim where the **insured person** does not take reasonable care not to make a misrepresentation or has failed to supply relevant information and supporting evidence to **us** or the **appointed representative**.

SECTION EIGHT

Family Legal Protection Cover (continued)

CLAIM SETTLEMENT PROVISIONS UNDER SECTION EIGHT OF THIS INSURANCE ONLY

*(b) What the **insured person** must do*

- i) Provide, at the **insured person's** own expense, the **appointed representative** and **us** with any proof, evidence, certificates and assistance as **we** may reasonably ask for in connection with the claim, including proof as to whether **reasonable prospects** exist;
- ii) Cooperate fully with the **appointed representative** and **us** and provide, within a reasonable time avoiding any unnecessary delays, any relevant requested information and documentation in relation to the claim;
- iii) Take all reasonable steps to recover **costs and expenses** and to minimise the amount payable under this policy;
- iv) Take all reasonable steps to resolve disputes that otherwise may give rise to a claim;
- v) Notify **us** and the **appointed representative** immediately of any offer to settle a claim and of any payments into court;
- vi) Tell the **appointed representative** to have **costs and expenses** taxed, assessed and audited if **we** request.

*(c) What the **insured person** must not do*

- i) Withdraw from any claim or **legal proceedings** or withdraw instructions from **us** without **our** consent or the consent of the **appointed representative**;
- ii) Pursue a claim in any way against the advice or Instructions from **us** or the **appointed representative**;
- iii) Incur any **costs and expenses** without **our** consent or the consent of the **appointed representative**;
- iv) Agree to settle any claim on any basis or reject any offer to settle a claim, without **our** consent or the consent of the **appointed representative**.

Please Note

We will be entitled to be reimbursed by the **insured person** for any **costs and expenses** previously agreed or paid to or on behalf of the **insured person** if the **insured person** breaches any of the conditions in (b) and (c) above.

5. **Payment instead of pursuing or defending a claim**

At any time **we** will be entitled to pay the reasonable amount of damages claimed if in **our** opinion this would be a more economic solution.

6. **Legal proceedings**

Any **legal proceedings** must be dealt with in the jurisdiction of a Court or tribunal in the United Kingdom, the Channel Islands or the Isle of Man.

7. **Choice of appointed representative**

If there is a conflict of interest, or if the claim is not settled by negotiation and it then becomes necessary to start court proceedings, only then will the **insured person** be entitled to choose their own lawyer for **us** to instruct as the **appointed representative** to handle the claim. If there is any dispute about the choice of lawyer **we** will ask the president of the relevant national law society to choose a suitable qualified lawyer. Where the **insured person** chooses their own lawyer or other suitably qualified person, **we** will not pay the first 10% of any **costs and expenses** charged by the **insured person's** own lawyer or other suitably qualified person.

SECTION EIGHT

Family Legal Protection Cover (continued)

CONDITIONS APPLICABLE UNDER SECTION EIGHT OF THIS INSURANCE ONLY

1. **Observance of terms**

Anyone making a claim under this policy must have **your** permission and observe the terms under this policy.

2. **Cancellation**

You can cancel this policy within a cooling off period of 14 days' of its inception, providing **you** have not made any claims **we** will refund the premium in full but not any credit card fees paid when **you** paid the premium. Thereafter **you** can cancel the policy at any time via **your** insurance broker however no refund of premium will be given.

We can cancel this policy at any time by giving **you** 14 days' notice of cancellation in writing to **your** last known postal address or via **your** insurance broker. If **we** do this no refund of premium will be given. **We** will only do this for a valid reason, examples of valid reasons are but not limited to non payment of premium, non-cooperation or failure to supply any information or documentation requested, fraud, dishonesty or the use of threatening or abusive behaviour/language.

3. **Arbitration**

Any dispute or difference of any kind between **us** and an **insured person** will be referred to arbitration by a single arbitrator who will be either a barrister or solicitor. If the parties are unable to agree on the appointment of an arbitrator, all parties agree to accept an arbitrator nominated by the President of the relevant national Law Society. The arbitrator's decision will be final and binding on all parties and the unsuccessful party shall be responsible for any costs incurred by the successful party in the arbitration proceedings as well as their own costs.

4. **New rules**

If during the period of insurance, any changes should be made (whether issued or implemented by any relevant authority or otherwise) to applicable rules, laws, legislation judgements, regulations, directives, guidance, codes of conduct, recommendations or requirements or any other rules, instruments and provisions in force from time to time which alter or affect (or may alter or affect) in any way the legal costs regime to **our** or **your** material detriment, **we** reserve the right to amend this policy to deal appropriately (fairly to both **you** and **us**) with such changes. In those circumstances **we** will issue an endorsement to this policy notifying **you** within 21 days of the proposed changes by sending to **you** details of those changes to **your** last known address. **You** will, however, be free to accept or reject those changes in line with the procedure set out in the endorsement.

5. **Third party rights**

Unless expressly stated in this insurance, nothing in this insurance will create any rights in favour of any person pursuant to the Contracts (Right of Third Parties) Act 1999.

6. **Waiver**

If **we** or any **insured person** fail to exercise or enforce any rights conferred on them by this insurance, the failure to do so will not be deemed to be a waiver, nor will it bar the exercise or enforcement of, such rights at any subsequent time.

7. **Recoveries**

We reserve the right, at **our** own expense, to take proceedings in the name of the **insured person** to recover any payment made under this policy. If an **insured person** recovers **costs and expenses** previously paid under this policy such **costs and expenses** must be immediately repaid to **us**.

8. **Governing law**

This policy is subject to the law applicable to **your** place of residence in the United Kingdom, the Isle of Man or the Channel Islands.

9. **Assignment**

This insurance is between and binding upon **us** and **you** and their respective successors in title, but this insurance may not otherwise be assigned by **you** without **our** prior written consent.

SECTION EIGHT

Family Legal Protection Cover (continued)

DATA PROTECTION

We take the Data Protection Act seriously and set out below how **we** will look after the information **you** give **us**.

We will only use the information **you** give **us** for legal purposes and will keep it safe.

We will not pass **your** information on to others or outside the EU unless **we** are obliged to do so for legal or regulatory purposes or for purposes directly related to **you** as a customer.

These may include

- Servicing **your** policies or dealing with claims. This might mean passing information on to solicitors, loss assessors, insurers or other related service providers.
- Where necessary obtaining information about **you** from credit reference agencies (the agencies will record **our** enquiries, which may be seen by other companies who make their own credit enquiries).
- For the prevention of fraud.
- To check **your** identity and prevent money laundering.

Under the Act **you** can request to see what data **we** hold on **you**, though there may be a charge for this service.

Finally

- **We** may send **you** information by letter, email or phone about **our** other products and services that may be of interest or to carry out research. **You** can opt out of this if **you** wish. Please tell **us** anytime if **you** wish to do so.
- Be assured **we** will not give **your** information to others for them to use in their marketing.

Under this section **we/us/our** includes Financial & Legal Insurance Company Limited and MSL Group of Companies (MSL Vehicle Rental Limited, MSL Vehicle Solutions Limited and MSL Medical Reporting).

SECTION EIGHT

Family Legal Protection Cover (continued)

HOW TO MAKE A CLAIM AND ADVICE SERVICE 0161 495 4490 SECTION EIGHT OF THIS INSURANCE POLICY ONLY

If **you** need to contact **us** or need to make a claim **you** can call **us** on the above number, email **us** at info@msl.co.uk or write to the Claims Department, MSL Legal Expenses Limited, No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW.

If there is a claim, which is covered by the policy **we** will then send the **insured person** a claim form for completion and return to **us**.

If the claim is reported to **us** during the period of insurance and is accepted and **reasonable prospects** exist, the claim will be handled by **our** specialist claims unit or **we** will instruct an **appointed representative** or other suitably qualified representatives to act on behalf of the **insured person**.

Please note that:

- Any costs incurred before a claim is made and any costs, which **we** do not authorise are not insured by this policy.
- Under this policy there must be **reasonable prospects** for any claim to proceed. This does not apply to Insured Incident 7. Jury Service, 8. Legal Defence and 11. Court Attendance
- If there is any conflict of interest or if court proceedings are to be issued only then will the **insured person** be entitled to choose their own lawyer.

HOW TO MAKE A COMPLAINT UNDER SECTION EIGHT OF THIS INSURANCE POLICY ONLY

Our aim is to provide a first class standard of service at all times.

If **you** feel that **you** have been let down and **you** wish to raise a Complaint about the sale of this policy, please contact **your** insurance adviser.

If **you** feel that **we** have let **you** down and **you** wish to raise a complaint, please contact **us** by telephone on 0161 492 5812, by email to complaints@financialandlegal.co.uk or in writing to MSL Legal Expenses Limited, No. 1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire SK8 3GW. Please quote the certificate number on **your** Certificate of Insurance on all correspondence.

Our staff will attempt to resolve **your** complaint within 3 business days of receipt and a summary resolution communication letter will be sent to **you**. Where this is not possible, **we** will acknowledge **your** complaint promptly. If the complaint is not resolved within 4 weeks of receipt, **we** will write to **you** and let **you** know what further action **we** will take. A final response letter will be issued within 8 weeks of receipt.

If, upon receipt of **our** letter in response to **your** complaint **you** remain dissatisfied, **you** may refer **your** complaint to the Financial Ombudsman Service. **You** can contact the Financial Ombudsman Service at: Exchange Tower, London, E14 9SR.

The use of these facilities does not affect **your** right to take legal action.

SECTION EIGHT

Family Legal Protection Cover (continued)

FINANCIAL SERVICES COMPENSATION SCHEME

MSL Legal Expenses Limited and Financial & Legal Insurance Company Limited are covered by the Financial Services Compensation Scheme, established under the Financial Services and Markets Act 2000 (the "Compensation Scheme"). If they are unable to meet their obligations under this policy an **insured person** may be entitled to compensation from the Compensation Scheme.

Please read this section of the policy carefully and keep it in a safe place

The insurance provided by Section Eight of this insurance policy is underwritten by Financial & Legal Insurance Company Limited authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under No. 202915. Registered in England under Company No. 03034220.

MSL Legal Expenses Limited, Registered Office: No.1 Lakeside, Cheadle Royal Business Park, Cheadle, Cheshire, SK8 3GW Fax 0845 301 2120. Registered in England No. 2210857. MSL Legal Expenses Limited is authorised and regulated by the Financial Conduct Authority under No. 311676.



Vasek Insurance- 30-34 Hounds Gate Nottingham, NG1 7AB

Tel: 0115 950 5052 Fax: 0115 950 5053

www.vasek.co.uk

Vasek Insurance is the trading name of Vasek Insurance Services Limited,
who are authorised and regulated by the Financial Conduct Authority.

Our Firm Reference Number is 309354

Registered in England and Wales. Reg No. 3620776

Registered address Lygon House 50 London Road Bromley BR1 3RA

All rights reserved. Reproduction, adaptation or translation without prior written permission

is prohibited except as allowed under copyright laws.