



Contents Insurance  
Incorporating Tenancy Liability  
Policy Wording

## Section guide

Useful hints and tips:	3
Welcome:	4
Policy definitions:	6
Section 1 - Contents (including accidental damage optional cover):	9
Section 2 - Tenancy Liability:	16
Section 3 - Contents optional cover (unspecified personal belongings extension):	17
Section 4 - Contents optional cover (specified personal belongings extension):	18
Section 5 - Contents optional cover (pedal cycle extension):	19
Basis of Claims Settlement:	20
General Conditions:	21
General Exclusions:	22
How to Make a Claim:	24
Complaints Procedure:	27
ERGO and Great Lakes Privacy notice:	29
Section 6 – Personal legal protection:	30

# Useful hints and tips to help you to protect your home

Please read this notice carefully as the advice it contains could help to prevent damage to your home. We're committed to supporting you with practical solutions to help you avoid some of the most common causes of damage.

## Freeze and escape of water

1. If you leave your home unattended, leave the heating on low (around 15°C)
2. Know where the water shut-off valve (stopcock) is to isolate the supply in an emergency
3. Lag pipes in the loft and check that the header and water tanks are insulated\*
4. Lag outside water taps to prevent them freezing and pipes bursting\*
5. In severe cold weather open the loft hatch to warm the void
6. Plastic plumbing joints will probably degrade sooner than metal ones, so keep an eye out for the slightest sign of water\*
7. If you're going to be away for an extended period, consider draining down your plumbing and heating system, but please do so with professional advice\*

## Storm

1. Regularly check the condition of all roofs. In particular check garage, shed and flat roofs for signs of wear and tear, as this is of particular importance in heavy snow with the unexpected additional weight\*
2. Keep gutters, gullies and drains clear to carry water away quickly and efficiently. A blocked downpipe with trapped rainwater may crack or shatter in freezing conditions\*
3. Consider cutting back low hanging tree branches which could cause damage in high winds\*

**Please note:** Buildings in a sound condition will be able to cope with most weather conditions

## Theft

1. The siren box on a burglar alarm will act as a visual deterrent to some extent and dummy sirens can be purchased cheaply. Choose a system that lets off an alarm or one that dials a programmed number such as your mobile phone\*
2. It's highly recommended that your external doors are strong, in good condition and secured to a high standard. Fitting a five lever mortice deadlock or extra sliding bolts will improve security. French doors should be fitted with top and bottom mortice locks on both doors\*
3. Burglars often check convenient locations for a spare key. It's advisable to ensure that keys are not within easy reach of the letter box

## Fire

1. A properly functioning smoke detector will alert you in the early stages of a fire, giving as much time as possible to make an escape. Test your detector regularly\*
2. Avoid leaving candles unattended or in a place likely to be knocked over
3. It's advisable to have extinguishers in the home\*
4. Don't fill a chip pan with more than one third of fat or oil. Don't place food in the pan if the fat or oil is giving off smoke
5. Always switch off electric blankets before getting into bed. Make sure they have a safety check at least once every three years and contain a current safety mark

**Please remember insurance isn't a maintenance contract.**

\*Please always check with your landlord, and get their permission in writing, before carrying out any of these measures, as they may not be your responsibility under the terms of your tenancy agreement.

# Welcome to HomeLet, here's your new policy

**We** are delighted that **You** chose to become a HomeLet customer and **We** hope **You** are pleased with **Your** policy.

## Your Insurers

This insurance is arranged by HomeLet and underwritten by ERGO UK Specialty Limited on behalf of Great Lakes Insurance UK Limited.

HomeLet is a trading name of Barbon Insurance Group Limited which is authorised and regulated by the Financial Conduct Authority for insurance distribution. Firm Reference Number 308724

## Your Cover

This insurance is designed to provide cover for **Your Contents** whilst in **Your Home**.

The parties have entered into this contract in good faith and understand their respective obligations. There are General Conditions contained in this **Policy** on page 21 as well as other obligations and conditions that are important to **Us** and which **We** rely upon **You** to comply with.

With regard to the events that culminate in a loss **We** will not rely on a breach of an obligation / condition to decline a claim where **You** can prove that the breach could not have increased the risk of the type of loss which actually occurred in the circumstances in which it occurred.

### Sections 1 to 5

The **Policy** defines what is covered (see pages 9-19) and sets out the extent of cover together with obligations and exclusions specific to the cover. If **You** do need to make a claim under the **Policy**, details of what is required is set out on pages 24 – 26.

General Exclusions applying to the **Policy** are set out on page 22 – 23. **We** will not pay a claim if an exclusion(s) is applicable.

The Policy Definitions on pages 6 – 8 provide the meaning to words and phrases wherever they appear in the **Policy**. **You** will see words in bold which highlight that for the purposes of this **Policy** they are a definition.

The **Schedule** attaching to this **Policy** will set out the period of this insurance and specify the **Sum Insured**. The **Schedule** may also contain clauses additional to the **Policy** wording that **We** have imposed placing additional obligations/ conditions on **You** and/or varying coverage. The terms of those clauses will be attached to the **Policy** in the form of an endorsement.

In the unlikely event **You** feel that **You** need to make a complaint concerning this insurance **You** will find our complaints procedure on page 27.

### Privacy Notice

The privacy and security of **Your** personal information is very important to **Us**. Details are on page 29.

### Section 6 - Personal Legal Protection

The **Policy** defines what is covered (see pages 31 – 35) and sets out the extent of cover together with obligations and exclusions specific to the cover. If **You** do need to make a claim under the **Policy**, details of what is required is set out in page 35 – 36.

General Exclusions applying to the **Policy** are set out on page 35. **We** will not pay a claim if an exclusion(s) is applicable.

The Policy Definitions at pages 6 – 8 provide the meaning to words and phrases wherever they appear in the **Policy**, the Policy Definitions on pages 31 – 32 are specific to the Personal Legal Protection Policy. **You** will see words in bold which highlight that for the purposes of this **Policy** they are a definition.

The **Schedule** attaching to this **Policy** will set out the period of this insurance and specify the **Sum Insured**. The **Schedule** may also contain clauses additional to the **Policy** wording that **We** have imposed placing additional obligations/ conditions on **You** and/or varying coverage. The terms of those clauses will be attached to the **Policy** in the form of an endorsement.

In the unlikely event **You** feel that **You** need to make a complaint concerning this insurance **You** will find our complaints procedure on page 37.

### Privacy Notice

The privacy and security of **Your** personal information is very important to **Us**. Details are on page 37.

It is strongly recommended that **You** read the **Policy** including the **Schedule** and any endorsements to ensure that the cover meets with **Your** requirements and **You** are able to comply with the terms, otherwise **You** should immediately advise **Us** via **HomeLet** to request any variation to the cover or terms. **We** will then decide whether or not to agree to a variation of the **Policy**. However, the terms of the **Policy** will remain unaltered unless **We** have agreed to a variation in writing.

# Cancellation

## How to cancel this insurance

To cancel this insurance (before, during or after the “cooling off period”) please give **Us** notice via HomeLet or in writing to **Our** address as stated in **Your Policy** wording.

## Cooling off period

**You** have a statutory right to cancel **Your Policy** within fourteen (14) days from the day of purchase or renewal of the **Policy** or the day on which **You** receive **Your Policy** or the renewal documentation, whichever is later.

If **You** wish to cancel and the **Policy** has not yet commenced, **You** will be entitled to a full refund of the **Premium** paid. Alternatively if **You** wish to cancel and the **Policy** has already commenced, provided **You** have not made a claim and there hasn't been an incident that could give rise to a claim, **You** will be entitled to a refund of the **Premium** paid, less a proportional deduction for the time **We** have provided cover as stated in “Return of **Premium**” below.

If **You** do not exercise **Your** right to cancel **Your Policy**, it will continue in force and **You** will be required to pay the **Premium**.

## After the cooling off period

For cancellation outside the statutory cooling off period **You** can cancel this **Policy** at any time. If **You** cancel this **Policy** after the cooling off period, **We** will pay **You** a refund of any **Premium** paid less a deduction in respect of the time for which **You** have been covered as stated in “Return of **Premium**” below.

## Our right to cancel this insurance

**We** may cancel this **Policy** where there is a valid reason by giving **You** thirty (30) days' notice in writing by registered letter to **Your** last known address. If **We** cancel this **Policy**, **We** will pay **You** a refund of any **Premium** paid as stated in “Return of **Premium**” below.

Reasons **We** may decide to cancel **Your Policy** include if:

- a) there is reasonable suspicion of fraud or where there has been misrepresentation of material information and/or other non-disclosure;
- b) the information that forms the basis of this contract changes;
- c) **You** do not co-operate or supply information or documentation that **We** request which materially affects **Our** ability to process the **Policy** or **Our** ability to defend **Our** interests;
- d) the **Premium** has not been paid;
- e) threatening or abusive behaviour or the use of threatening or abusive language, intimidation or bullying of **Our** staff or suppliers.

## Cancellation – instalment payments

If **You** pay **Your Premium** by direct debit and there is any default in payment **We** may then cancel this **Policy** and a refund or credit of **Premium** may not be due when cancellation takes place in these circumstances.

## Return of Premium

If **You** have made a claim or there has been an incident which could give rise to a claim, **We** will not return any **Premium**.

If this **Policy** is cancelled, provided **You** have not made a claim and there hasn't been an incident that could give rise to a claim, **We** will return the **Premium** stated in the **Schedule** less a deduction for the time for which **You** have been covered on a proportional basis (for example, if **You** have been covered for 6 months, the deduction for the time **You** have been covered will be half the annual **Premium**).

# Changes to Your Policy

**We** have the right to change the terms of **Your Policy** and / or **Premium**, by giving **You** not less than 60 days prior notice of the change taking effect.

# Governing Law and Jurisdiction

The parties to a contract of insurance are free to choose the law and jurisdiction applicable to that contract. In the absence of any agreement to the contrary stated on the **Schedule**, the laws of England and Wales will apply and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

## Policy Definitions

All through this policy there are certain words printed in bold. These words have special meanings which are shown below.

### Accidental Damage

Damage that is unexpected and unintended caused by something sudden and which is not deliberate.

### Bedroom

A room used as, or originally built to be, a **Bedroom**, even if it is now used for something else.

### Buildings

**Your Home** including landlord's fixtures, fittings and decorations, walls, gates and fences; paths; drives and patios; carports; permanent swimming pools built of brick, stone or concrete; permanently fixed hot tubs or jacuzzis; hard tennis courts and any **Outbuildings**; but not **Garden Items**.

### Business Equipment

Any desktop and laptop computers; keyboards; visual display units; printers; word-processing equipment; desktop publishing units; fax machines; photocopiers; typewriters; computer-aided design equipment; telecommunication equipment (but not mobile phones) and office furniture, that **You** or **Your Household** own and are used for business purposes.

### Computer System

The words **Computer System** shall mean any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility owned or operated by **You** or any other party.

### Computer Viruses

A corrupting and/or malicious instruction from an unauthorised source that introduces itself through a Computer System.

### Consequential and indirect loss

Any other costs that are directly or indirectly caused by the event which led to **Your** claim unless specifically stated in this **Policy**. For example, mobile telephone call charges following the loss of a mobile telephone.

### Contents

Household goods; **Valuables**; **Business Equipment**; **Money**; **Credit Cards** and **Personal Belongings You** or **Your Household** own, or are legally responsible for, but not:

- items held or used for business purposes (either totally or partly) other than **Business Equipment**;
- Motor Vehicles**, aircraft, caravans, trailers, boats, or any of their parts and accessories;
- animals, birds, fish or any living thing;
- interior decorations;
- pedal cycles with a value in excess of £500;
- Deeds and documents other than driving licenses, passports or proof-of-age cards; and
- Documents and certificates relating to ownership of shares, bonds and other financial investments.

### Credit Cards

Credit, charge, cheque, debit, bankers or cash dispenser cards belonging to **You** or members of **Your Household** (held solely for private and domestic use).

### Cyber Act

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

### Cyber Incident

The words **Cyber Incident** shall mean:

a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **Computer System**; or

b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer System**.

### Cyber Loss

Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **Cyber Act** or **Cyber Incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act** or **Cyber Incident**.

### Data

Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a **Computer System**.

### Data Processing Media

Any property insured by this policy on which **Data** can be stored but not the **Data** itself.

### Domestic Employees

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

### European Area

Europe, Madeira, the Canary and Mediterranean Islands and countries which border on the Mediterranean, but not countries of the Russian Federation or former USSR.

### Excess

The first amount of any claim for which **You** are responsible. This only applies to certain sections of this **Policy** and/or if shown in **Your Schedule**.

### Garage

A structure originally built for storing a **Motor Vehicle** or **Motor Vehicles**.

### Garden Items

Flowerbeds; hedges; lawns; potted plants; shrubs or trees - outside the **Buildings** but within the boundaries of **Your Home**.

### Heave

Upward movement of the ground beneath the **Buildings** as a result of the soil expanding.

### Home

The private dwelling as shown in **Your Schedule**.

### Household

**Your** spouse or partner, **Your** children (including adopted and foster children) and any other person who permanently lives with **You**.

### Incident

Any event that might lead to a claim.

### Jewellery

Decorative items that are intended to be worn by **You** or **Your Household**, including rings; precious stones; necklaces; watches; bracelets; chains; earrings; cufflinks; brooches; studs; or ankle chains.

### Landslip

Downward movement of sloping ground.

### Maximum Claim Limit

The most **We** will pay for any one claim under any section (or its extension) as shown in the **Schedule** or this policy booklet.

The limit shown in the **Schedule** or this policy booklet for **Valuables** applies within (not in addition to) the **Maximum Claim Limit** for Section 1 - Contents.

If the limits shown in **Your Schedule** are not enough, please contact HomeLet.

## Policy Definitions (continued)

The **Maximum Claim Limit**, for Section 6 – Personal Legal Protection, is £100,000 including the cost of appeals for all **Incidents** that arise from the same original cause

### Money

Cash, currency, cheques, gift cards, postal and money orders, National Savings Stamps and Certificates, premium bonds, unused postage stamps, traveller's cheques, travel tickets, season tickets and luncheon vouchers belonging to **You** or members of **Your Household** held solely for private and domestic use.

### Motor Vehicles

Any electrically or mechanically-powered vehicles, caravans, trailers, watercraft including surfboards, hovercraft, aircraft, all-terrain vehicles or quad bikes, other than domestic gardening equipment.

This does not include:

- domestic garden machinery including ride-on lawnmowers;
- electrically powered wheelchairs;
- registered disabled persons' buggies, that cannot go over 8 miles per hour, and which are not licensed for road use;
- electrically or mechanically propelled ride-on toys and models that cannot go over 8 miles per hour;
- pedestrian controlled electrically powered golf trolleys; and
- model watercraft.

### Outbuildings

Unless **We** agree otherwise in writing, these are sheds, greenhouses and other structures, but do not include:

- **Garages**;
- carports or other structures that are open on one or more sides;
- structures that are lived in;
- any structure which is not on a permanent foundation or base;
- tree houses;
- inflatable structures of any kind;
- any structure which is made of canvas, PVC or any other non-rigid material (except greenhouses); or
- any structure not within the boundary of the **Home**, unless **We** agree otherwise in writing

### Period of Insurance

The period of time covered by this policy, as shown in **Your Schedule** or until cancelled. Each renewal represents the start of a new **Period of Insurance**.

### Personal Belongings

Items worn, used or carried by **You** or **Your Household** in daily life, but not **Money**, **Credit Cards** or items held or used for business purposes.

### Premium

The agreed amount payable by **You** by Direct Debit/ Credit Card/ Debit Card each month or annually in order that cover remains in force under the terms and conditions of this **Policy**.

### Policy

The policy incorporates this policy wording, **Your Schedule** and all terms, conditions of **Your** insurance contract with **Us**.

### Pollution

- a) Pollution or contamination by naturally occurring or man-made substances, forces, and organisms, including, but not limited to,
  - (i) any actual, threatened, feared or perceived use of any biological, chemical, radioactive or nuclear agent, material or device, whether or not related in any way to any act of **Terrorism**, and
  - (ii) the deposit of or impairment by dust or soot, chemical precipitation, adulteration or impurification, or any combination of them whether permanent or transitory; and

all loss, damage or injury directly or indirectly caused by pollution or contamination as stated in a) above.

### Proposal Form and Statement of Insurance

The proposal form **You** signed, or the statement of insurance that contains information **You** gave **Us**, and any other information **You** gave **Us**. This includes information given on **Your** behalf.

### Schedule

The document that should be used in conjunction with **Your** policy wording and shows, but is not limited to, **Your** policy details and cover limits.

**We** issue a **Schedule** with each new contract of insurance, when **You** renew the policy and when **We** change the policy cover.

### Secured

- Outside doors are fitted with five-lever locks
- The windows can be locked with keys
- Up-and-over doors can be locked with keys
- Double doors can be locked with keys, and mortice bolts are fitted at the top and bottom of one of the doors
- **You** maintain the locks and bolts in full working order
- **You** use the locks and bolts at night, when nobody is in the **Home** and when the **Home** is **Unoccupied**
- **Outbuilding** doors are fitted with a padlock or other key-operated security device; **Outbuilding** windows are closed or sealed
- **Garage** doors are fitted with a padlock or other key-operated security device; **Garage** windows are closed or sealed

### Sharer

**Tenants** living permanently in **Your Home** with **You**, as stated in **Your** written tenancy agreement.

### Specified Items

Items that have been individually identified to **Us** and are shown in **Your Schedule**.

### Tenant

Any person who holds a contractual or an assured shorthold tenancy agreement with the landlord of **Your Home** or his/her representatives, but not lodgers, exchange students or any other paying guests or **Domestic Employees**.

### Terrorism

Act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

### Unfurnished

A **Home** without enough furniture for someone to live in it.

### Unoccupied

A **Home** not lived in, or not intended to be lived in, for more than 60 days in a row. Regular visits to the **Home** or occasional overnight stays do not represent a break in this period.

### Valuables

**Jewellery**; articles made from gold, silver and other precious metals; clocks; watches; furs; photographic equipment; binoculars; telescopes; musical instruments; collectors' items; pictures and other works of art; rare and unusual figurines and ornaments; curios; guns; collections of stamps, coins or medals.

### Vermin

Badgers, foxes, squirrels, rodents and other wild animals and birds (whether a protected species or not), which, by their nature, cause harm, damage or carry disease.

## Policy Definitions (continued)

### **We, Our, Us, Insurer**

The Insurer as defined below:

**Your** policy is administered by HomeLet on behalf of the Insurer listed below:

(i) Great Lakes Insurance UK Limited

(ii) ERGO UK Specialty Limited on behalf of Great Lakes Insurance UK Limited

### **You, Your(s), Yourself**

The person or people shown in the **Schedule** as the policyholder



# Section 1 - Contents

We will pay for accidental loss or damage occurring during the **Period of Insurance** to **Your** and **Your Household's Contents**.

**Your** and **Your Household's Contents** are covered when they are:

- in the **Buildings** of the **Home**; and
- in the open but within the boundary of the **Home**

## The most we will pay

The **Contents** are covered up to the **Maximum Claim Limit** shown in the **Schedule** when in the main **Building** of **Your Home**.

However, the following limits apply:

## Valuables

- The most **We** will pay for any one claim is £10,000
- The most **We** will pay for any one item is £2,500

## Business equipment

- The most **We** will pay for any one claim is £5,000
- The most **We** will pay for any one item of **Business Equipment** is £2,000

## What we'll pay for

1. Fire or smoke, explosion, lightning or earthquake.
2. Riot, civil commotion and labour, or political, disturbances and strikes.
3. Malicious damage.
4. The **Buildings** being hit by:
  - aircraft or other flying objects or anything dropped from them;
  - fireworks;
  - vehicles, trains or trams;
  - falling aerials, masts or satellite dishes;
  - falling trees or branches;
  - animals or birds; or
  - lamp posts or telegraph poles
5. Storm or flood.
6. Subsidence or ground **heave** of the site of **Your Home** stands on, or landslip.

## Contents in the open (but within the boundary of your home)

- The most **We** will pay for any one claim is £500

## Money

- The most **We** will pay for any one claim is £500

## Credit cards

- The most **We** will pay for any one claim is £200

## Deeds and documents

- The most **We** will pay for any one claim is £2,500

## Metered oil or water

- The most **We** will pay for any one claim is £2,000

## Mobile phones

The most **We** will pay for any one claim is £300

## What we won't pay for

The **Excess** shown in the **Schedule** for every **Incident**. Anything more specifically insured in another part of this policy.

Any amount above the amount shown in the **Schedule** or this policy booklet.

1. The **Excess**. Scorching, singeing, melting, or damage caused by smoke that happens gradually over a period of time.
2. The **Excess**. Loss or damage that is not reported to the police within seven days.
3. The **Excess**. Malicious damage caused:
  - by **You** or **Your Household**;
  - by a person lawfully allowed to be in **Your Home**;
  - when **Your Home** is **Unoccupied** or **Unfurnished**; or
  - by Computer Viruses
4. The **Excess**.  
The cost of cutting down, all or part of, a fallen tree and taking it away, unless the fallen tree has also damaged **Your Contents**.  
Damage caused by cutting down all or part of a tree.  
The first £100 of any loss or damage caused by domestic animals, birds or pets.
5. The **Excess**.  
Storm or flood damage to property away from **Your Home** and not in a **Building**.  
Loss or damage that happens gradually over a period of time.  
Loss or damage that does not arise from one identifiable event which directly and immediately caused the loss or damage.
6. The first £1,000 of any loss or damage (unless stated otherwise in **Your Schedule**). Loss or damage caused by:
  - the sea or river wearing away the land;
  - faulty design or construction of the **Buildings** or their foundations;
  - demolishing, altering or repairing the **Buildings**; or
  - the foundations of the **Building** or the materials from which they are built shrinking or expandingLoss or damage for which compensation is provided by contract or legislation.  
Damage that started before this policy came into force.

## What we'll pay for

7. Escaping water.  
Water leaking from any fixed domestic water or drainage installation; heating installation; washing machine; dishwasher; water bed; fish tanks; refrigerator or deep freeze cabinet.
8. Theft or attempted theft.  
The most **We** will pay for any one claim for theft of **Contents** from an unsecured **Outbuilding** or **Garage** is £500.  
The most **We** will pay for any one claim for theft of **Contents** from a **Secured Outbuilding** or **Garage** built of brick, stone or concrete, and kept in good repair is £2,500.
9. Damage caused by oil leaking from a fixed domestic oil-fired heating system, including smoke or smudge damage caused by evaporation from a faulty oil-fired heating system.
10. Loss of metered water or oil in domestic heating systems.  
The most **We** will pay is £2,000.  
This cover is a separate benefit provided in addition to (not within) the **Maximum Claim Limit for Contents**.
11. Public and personal liability.  
**We** will pay all amounts **You** or a member of **Your Household** legally have to pay, for causing:  
- death, bodily injury, illness or disease; or  
- loss of, or damage, to property;  
which is caused by an accident happening during the **Period of Insurance** and arising;  
- from **Your** occupation (but not ownership) of the **Buildings**;  
- in a private role not connected with owning the **Buildings**;  
or  
- from the employment by **You**, or **Your Household**, of **Domestic Employees**  
The most **We** will pay under this section for any one claim, or series of claims arising from one cause, is £2,000,000, plus any costs and expenses **We** agree in advance in writing.  
If **You** die, **We** will indemnify (protect) **Your** legal representative against **Your** or **Your Household's** liability.

## What we won't pay for

7. The **Excess**.  
Loss or damage:  
- to the fixed domestic water or heating system itself;  
- when the main **Building of Your Home** is **Unoccupied** or **Unfurnished**;  
- that has been happening gradually over a period of time while **You** and/or **Your Household** have been living in **Your Home**;  
or  
- caused by water overflowing from wash basins, sinks, bidets, showers and baths, as a result of taps being left on
8. The **Excess**.  
Theft or attempted theft:  
- by deception, unless entry only is gained by deception;  
- unless force causing damage to the main **Building** of the **Home** was used to get into or out of the **Building**;  
- by **You** or any member of **Your Household**, **Domestic Employees**, lodgers, paying guests or **Tenants**;  
- when **Your Home** is **Unoccupied** or **Unfurnished**;  
- when **Your Home**, or any part of it, is sublet to or occupied by someone who is not a member of **Your Household**, unless force causing damage to the main **Building** of the **Home** was used to get in or out of the **Building**;  
- if the total value of all **Jewellery** in **Your Home** exceeds £5,000, unless the **Jewellery** and watches are kept in a locked safe when not being worn or carried by **You** or **Your Household**
9. The **Excess**.  
Loss or damage to the fixed domestic oil-fired heating system itself.  
Loss or damage that has been happening gradually, over a period of time, while **You** and/or **Your Household** have been living in **Your Home**.
10. The **Excess**.  
Loss while the **Home** is **Unoccupied** or **Unfurnished**.
11. The **Excess**.  
Death, bodily injury, illness or disease suffered by **You**, **Your Household** or a **Domestic Employee**.  
Loss or damage to property owned, leased, let, rented, hired, lent or entrusted to **You** or **Your Household**.  
Liability arising out of owning, using or possessing any:  
- mechanically powered or **Motorised Vehicles**, except garden machinery, wheelchairs, registered disabled persons' buggies that cannot go over eight miles per hour and which are not licensed for road use, and pedestrian-controlled models or toys that cannot go over eight miles per hour;  
- aircraft, except model aircraft that have a wing span of less than ten feet;  
- gliders, hang-gliders and microlights;  
- hovercraft, boards or any other craft or equipment designed for use in, or on, water, other than pedestrian-controlled models or toys and hand or foot-propelled boats;  
- caravans, horse boxes, trailers or trailer tents;  
- firearms, except legally held sporting guns used for sporting purposes;  
Any claim where **You** would be entitled to be paid under any other policy if this policy did not exist. However, this exclusion does not apply to any amount above that which would be covered under the other policy.  
Liability arising from any disease or virus that **You** pass on to another person.  
Any liability **You** have under a contract, unless **You** would have had that liability without the contract.  
Any action for damages brought in a court outside the United Kingdom, the Channel Islands and the Isle of Man.  
Any amount above the amount shown in the **Schedule**.

## What we'll pay for

### 12. Liability for **Domestic Employees**.

**We** insure **You** against **Your** legal liability for all amounts **You** have to pay for accidental bodily injury, which happens to any of **Your Domestic Employees** during the course of their work, or which is caused by **You** during the **Period of Insurance**.

Cover applies anywhere in the world if the contract of service was entered into in the United Kingdom, the Isle of Man or the Channel Islands.

The most **We** will pay for any one claim, or series of claims arising from one cause, is £10,000,000 plus any costs and expenses **We** agree in advance in writing.

### 13. Unpaid damages.

**We** will pay the unpaid amount of any award made, in **Your** favour, for compensation for bodily injury or damage to property. This compensation must have been awarded by a court in the United Kingdom, the Isle of Man or the Channel Islands.

**We** will pay the amount if:

- You** have not received full payment within three months of the date of the award;
- the bodily injury or damage happened in the United Kingdom, the Isle of Man or the Channel Islands;
- You** would have had a valid claim under cause 12, page 11, of this policy if the award had been made against **You**; and
- there is not going to be an appeal

After **We** have made a payment, **We** may enforce **Your** rights against the person who should have made the payment (in this case, **We** will keep any amounts **We** get back).

The most **We** will pay for any one claim, or series of claims arising from one cause, is £2,000,000 plus any costs and expenses **We** agree in advance in writing.

### 14. **Contents** temporarily removed.

**Your Contents** are covered for loss or damage, as a result of causes 1 to 9 of this section, when they are temporarily removed from **Your Home** but within the United Kingdom, the Isle of Man or the Channel Islands.

However, for theft of **Your Contents** (excluding **Money**), the theft must be from:

- any bank or safe deposit, or while **You** or any member of **Your Household** are taking the items to or from the bank or safe deposit;
- a home or a building **You** or **Your Household** are working or living in temporarily; or
- any other building if there are visible signs that force or violent means were used to get into or out of the building

**Money** is covered away from **Your Home** only if it is stolen from a building and there are visible signs that force or violent means were used to get into or out of the building.

The most **We** will pay for any one claim is £10,000.

This cover is provided within (not in addition to) the **Maximum Claim Limit** for **Contents**.

## What we won't pay for

- animals - however, **You** are insured for domestic dogs, except those specified under Section 1 of the Dangerous Dogs Act 1991 or any later amendments to that act; or
- lift (other than a stairlift) **You** own or **You** are responsible for maintaining

Injury or damage arising from:

- a direct, or indirect, result of an assault or alleged assault;
- any deliberate or malicious act;
- hunting;
- racing of any kind, except on foot; or
- Your** business, trade, profession or employment

Any claim where **You** would be entitled to be paid under any other policy if this policy did not exist. However, this exclusion does not apply to any amount above that which would be covered under the other policy.

Liability arising from any disease or virus that **You** pass on to another person.

Any liability **You** have under a contract, unless **You** would have had that liability without the contract.

Any action for damages brought in a court outside the United Kingdom, the Channel Islands and the Isle of Man.

Any amount above the amount shown in the **Schedule**.

### 13. The **Excess**.

Any amount above the amount shown in the **Schedule** or this policy booklet.

### 14. The **Excess**.

Loss or damage:

- to any item kept in a furniture depository (a furniture depository is a commercial furniture warehouse that protects the items stored from theft, damage or weather conditions);
- caused by theft or attempted theft from an unlocked hotel room, motel room, bed-and-breakfast bedroom or other similar temporary lodging;
- by **Storm**, flood or malicious damage to items not in a building;
- in halls of residence or student accommodation;
- to any item taken out of **Your Home** to sell, display or exhibit;
- during removals; or
- from a caravan, mobile home or motor home

Any amount above the amount shown in the **Schedule**.

## What we'll pay for

15. Rent and alternative accommodation.  
If **You** cannot live in **Your Home** because of damage to **Contents** insured under this section:
- **We** will pay the reasonable cost of necessary alternative accommodation for **You**, **Your Household** and **Your** domestic pets, until **You** can live in **Your Home** again; and
  - **We** will also pay any rent **You** are liable to pay under **Your** tenancy agreement while **You** are not living in **Your Home**

The most **We** will pay in any one **Period of Insurance** is £10,000.

This cover is a separate benefit provided in addition to (not within) the **Maximum Claim Limit for Contents**.

16. Replacement locks and keys.  
**We** will pay the cost of replacing and installing locks on outside doors, following the accidental loss or theft of **Your** keys, if **You** are responsible for the replacement of the locks under **Your** tenancy agreement.

The most **We** will pay for any one claim in the event of theft is £1,000 only.

The most **We** will pay for any one claim in the event of loss is £200 only.

This cover is provided within (not in addition to) the **Maximum Claim Limit for Contents**.

17. Household removal.  
If **Your Contents** are professionally packed and carried, **We** will insure **You** against loss or damage to the **Contents** while they are:
- being transported anywhere in the United Kingdom, the Channel Islands or the Isle of Man between **Your** old address and **Your** new address;
  - on their way to or from a furniture depository; and
  - being loaded or unloaded

18. Fatal injury.  
If **You** or any member of **Your Household** have a fatal injury:
- caused by a fire in **Your Home**; or
  - as a result of an assault in **Your Home**; **We** will pay £5,000 for the person who dies, but only if they die within 12 months of the fire or assault

This cover is a separate benefit provided in addition to (not within) the **Maximum Claim Limit for Contents**.

19. Shopping in transit.  
Loss or damage to food and other items while **You** are bringing them to **Your Home** from the shop or shops where **You** bought them.  
The most **We** will pay is £400.  
This cover is a separate benefit provided in addition to (not within) the **Maximum Claim Limit for Contents**.

20. **Tenant's** home improvements.  
**We** will pay for loss of or damage to interior decorations and any **Home** improvements **You** have paid for, as long as this loss or damage is as a result of any of the causes covered in this section and **You** are responsible for the damage under the terms of **Your** tenancy agreement. The most **We** will pay in any one **Period of Insurance** is £1,000. This cover is a separate benefit provided in addition to (not within) the **Maximum Claim Limit for Contents**.

21. Loss or damage to downloaded data.  
**We** will pay for loss or damage covered under this section to non-recoverable electronic data that **You** or a member of **Your Household** have legally downloaded. If **You** make a claim for downloaded data **We** will ask **You** for proof that **You** downloaded this data.  
The most **We** will pay in any one **Period of Insurance** is £1,500.

This cover is provided within (not in addition to) the **Maximum Claim Limit for Contents**.

## What we won't pay for

15. The **Excess**.  
Any amount above the amount shown in the **Schedule** or this policy booklet.

16. The **Excess**.  
Any amount above the amount shown in the **Schedule** or this policy booklet.

17. The **Excess**.  
Loss of or damage to:
- glass or other fragile items; or
  - property in storage or in a furniture depository (a furniture depository is a commercial furniture warehouse that protects the items stored from theft, damage or weather conditions)

18. The **Excess**.  
Any amount above the amount shown in the **Schedule** or this policy booklet.

19. The **Excess**.  
Loss or damage caused by theft or attempted theft from an unattended **Motor Vehicle** or where a **Motor Vehicle** is stolen, unless:
- the item is kept in a locked, covered boot or glove compartment;
  - all access points to the vehicle are closed and locked;
  - any extra security systems are activated; or
  - there is evidence that forcible and violent entry took place
- Any amount above the amount shown in the **Schedule** or this policy booklet.

20. The **Excess**.  
Any amount above the amount shown in the **Schedule** or this policy booklet.

21. The **Excess**.  
Any amount above the amount shown in the **Schedule** or this policy booklet.

## What we'll pay for

22. Wedding and civil partnership ceremonies.  
The **Maximum Claim Limit** under this section is increased by 10% for 30 days before **You** or any member of **Your Household's** wedding day or civil partnership ceremony, to cover gifts and the cost of items bought for the ceremony. During this period, **We** will insure the gifts against loss or damage when they are:
- in **Your Home**; or
  - in the building where the wedding or civil partnership ceremony reception is held; or
  - being transported between **Your Home** and the reception

This increase will only affect the **Maximum Claim Limit** and does not increase any other limits shown in the policy or **Schedule**.

23. Birthday, anniversary & christening increase.  
The **Maximum Claim Limit** under this section is increased by 10% for any member of **Your Household's**:
- birthday; or
  - wedding and civil partnership anniversary; or
  - christening
- 30 days before the above mentioned events to cover gifts purchased for members of **Your Household**.

This increase will only affect the **Maximum Claim Limit** and does not increase any other limits shown in the policy or **Schedule**.

24. Religious festival increase.  
The **Maximum Claim Limit** under this section is increased by 10% during the month of **Your** religious festival, to cover gifts and extra food and drink bought for the religious festival.  
This increase will only affect the **Maximum Claim Limit** and does not increase any other limits shown in the policy or **Schedule**.

25. Guests' **Personal Belongings**.  
**We** will cover **Your** guests' and visitors' **Personal Belongings**, while in **Your Home**, for the causes 1 to 9 listed on the previous pages, if they are not insured under any other policy. The most **We** will pay is £2,500.

This cover is a separate benefit provided in addition to (not within) the **Maximum Limit for Contents**.

26. **Accidental Damage** to televisions sets (and their aerials); satellite receivers or decoders; radios; audio equipment; video recording equipment; DVD players and games consoles capable of playing DVDs; or desktop personal computers.

27. **Accidental Damage** in **Your Home** to:
- fixed glass in furniture (but not glass in pictures or clocks);
  - glass shelves;
  - glass tops to furniture;
  - fixed glass in mirrors; or
  - ceramic hobs in free-standing cookers and ceramic tops in free-standing cookers

28. Damage to food and drink in any refrigerator or deep freezer caused by:
- a rise in temperature; or
  - contamination by refrigerant or refrigerant fumes
- The most **We** will pay is £1,000.

This cover is provided within (not in addition to) the **Maximum Claim Limit for Contents**.

## What we won't pay for

22. The **Excess**.  
Any amount above the amount shown in the **Schedule** or this policy booklet.

23. The **Excess**.  
Any amount above the amount shown in the **Schedule** or this policy booklet.

24. The **Excess**.  
Any amount above the amount shown in the **Schedule** or this policy booklet.

25. The **Excess**.  
Any loss or damage excluded under causes covered 1 to 9 listed on the previous pages.  
Loss or damage if any item is insured under any other policy.  
Any amount above the amount shown in the **Schedule** or this policy booklet.

26. The **Excess**.  
Damage:
- to items designed or intended to be hand-held, carried or portable; including e-readers; smartphones; netbooks; tablet computers; MP3 players; satellite navigation systems and laptop computers;
  - to musical instruments;
  - to television sets, caused whilst using electronic gaming equipment;
  - to records; compact discs; computer disks; cassette tapes; DVDs or other data storage devices;
  - consisting of scratching or denting;
  - caused by **Computer Viruses**
  - caused by cleaning, maintaining, adjusting, repairing, dismantling or misusing the item;
  - consisting of wear and tear or deterioration;
  - caused by electrical or mechanical breakdown;
  - from light, or atmospheric or climatic conditions; or
  - when **Your Home** is **Unoccupied** or **Unfurnished**
27. The **Excess**.  
Loss or damage consisting of scratching or denting. When **Your Home** is **Unoccupied** or **Unfurnished**.

28. The **Excess**.  
Loss or damage caused by:
- **Your** power supply being cut off by the supplier; or
  - a strike, a lockout or an industrial dispute
- Any amount above the amount shown in the **Schedule** or this policy booklet.

### What we'll pay for

#### 29. Garden cover.

**We** will pay for loss or damage caused to hedges, lawns and plants that **You** own, which are outside the **Building** but within the boundaries of the **Home**, by any of the following:

- theft;
- fire, lightning or explosion;
- **Storm** or flood;
- malicious damage;
- **Accidental Damage** caused by any person other than **You** or **Your Household**;
- wild animals;
- television aerials, satellite dishes and masonry falling from the **Building**;
- branches falling from trees

**We** will also pay for loss or damage to trees and shrubs caused by theft.

The most **We** will pay is £500.

This cover is a separate benefit provided in addition to (not within) the **Maximum Claim Limit** for **Contents**.

#### 30. Student belongings.

**We** will pay for loss or damage, as a result of causes 1 to 9 of this section, to **Contents** belonging to, or the responsibility of, **You** or a member of **Your Household** when they are in halls of residence, or any other term time accommodation, where **You** or a member of **Your Household** are living whilst attending boarding school, college or university.

The most **We** will pay for any one claim is £1,000.

This additional cover is only available within the United Kingdom, the Channel Islands or the Isle of Man.

This cover is provided within (not in addition to) the **Maximum Claim Limit** for **Contents**.

### What we won't pay for

#### 29. The **Excess**.

Malicious damage caused by:

- **You** or **Your Household** ; or
- a person lawfully allowed to be in **Your Home**

Loss or damage:

- consisting of wear and tear or deterioration;
- consisting of natural ageing;
- caused by frost;
- caused by subsidence, landslip or heave;
- caused by smoke or bonfires;
- from light or atmospheric or climactic conditions; or
- caused by insects, **Vermin**, rot, mildew, fungus or poisoning

Loss or damage caused in connection with **Your** trade, business or profession.

Any amount above the amount shown in the **Schedule** or this policy booklet.

The first £100 of any loss or damage caused by domestic animals or pets

#### 30. The **Excess**.

Loss of **Money**.

Loss or damage caused by theft or attempted theft, unless there is evidence that forcible and violent entry took place.

Any amount above the amount shown in the **Schedule** or this policy booklet.

## Section 1 – Contents Optional Cover Accidental Damage Extension

### What we'll pay for

31. **Accidental Damage to Your and Your Household's Contents** while in the **Home**.

### What we won't pay for

31. The **Excess**.
- Loss or damage:
- by any cause or event already covered under causes 1 to 9 of Section 1 - Contents;
  - to clothing, including furs;
  - to documents or securities such as share or bond certificates;
  - to **Money**;
  - to food and drink;
  - to sports equipment when it is being used;
  - to reeds, strings or drum skins of musical instruments;
  - to dentures while being used for eating;
  - to contact or corneal lenses;
  - to crowns, caps or fillings in teeth;
  - to pedal cycle tyres caused by cuts, bursts or punctures;
  - consisting of wear and tear or loss in value;
  - happening gradually over a period of time;
  - consisting of scratching or denting;
  - when **Your Home** is **Unfurnished** or **Unoccupied**;
  - when **Your Home** or any part of it is sublet or lived in only by someone who is not a member of **Your Household**;
  - caused by **Computer Viruses**;
  - arising from cutting down all or part of a fallen tree or the cost of cutting down all or part of a fallen tree and taking it away, unless the fallen tree has damaged **Your Contents**;
  - caused by **Your** power supply being cut off by the supplier, or as a result of an action by the landlord or his/her representatives;
  - caused by insects, moths, **Vermin**, parasites, wet or dry rot, fungus, atmospheric conditions, light or other gradual causes;
  - caused by cleaning, washing, dyeing, restoring, reproofing, adjusting, maintaining, repairing or misusing the item;
  - caused maliciously by **You** or **Your Household** or by a person lawfully allowed to be in **Your Home**;
  - caused by electrical or mechanical breakdown;
  - caused by faulty workmanship or design;
  - of data or information arising as a result of any **Computer System** failing to correctly recognise any date or time; or to any electrical appliance or computer software caused by or arising from it failing to correctly recognise any date or time;
  - that does not arise from one identifiable event which directly and immediately caused the loss or damage;
  - caused by rain or water entering the **Home**, as a result of faulty workmanship, poor maintenance or wear and tear; or
  - caused by a strike, a lockout or an industrial dispute
- Damage to items of glass, porcelain, earthenware, stone or other fragile or brittle material will not be paid over the amount of £500, unless **We** have agreed a higher amount in writing.
- Damage to mobile phones will not be paid over the amount of £300, unless **We** have agreed a higher amount in writing.
- The first £100 of any loss or damage caused by domestic animals or pets;

## Section 2 – Tenancy Liability

### What we'll pay for

32. Tenancy liability.

**We** insure **You** against **Your** legal liability, under a tenancy agreement, as a **Tenant** of **Your Home** for all amounts **You** have to pay for:

- **Accidental Damage** to **Your Home**, its fixtures and fittings and **Your** landlord's furniture and furnishings and interior decorations;
- the cost of repairing **Accidental Damage** to the cables, underground pipes and drains (and their inspection covers) which serve **Your Home**;
- **Accidental Damage** to all fixed glass, fixed ceramic hobs, baths, bath panels, wash basins, pedestals, sinks, splashbacks, shower trays, bidets, toilet pans, toilet seats and toilet cisterns

The most **We** will pay under this section for any one claim, or series of claims arising from one cause, is £10,000 plus any costs and expenses **We** agree in advance in writing.

If **You** make a claim **You** will need to provide evidence that **You** are legally liable for the damage.

### What we won't pay for

32. The **Excess**.

Damage while **Your Home** is **Unoccupied** or **Unfurnished**.

Loss or damage excluded under cover 31 - of Section 1, with the exception of any cause or event already covered under Section 1 - Contents

Loss or damage excluded under any of the causes 1 to 9 of Section 1 - Contents.

Any amount above the amount shown in the **Schedule** or policy booklet.



## Section 3 - Contents optional cover: Unspecified personal belongings extension

### What we'll pay for

33. **Your** or **Your Household's** pedal cycles, **Personal Belongings, Money** and **Credit Cards** are covered in the **European Area**.

Cover is also provided anywhere else in the world for up to 60 days in any **Period of Insurance**.

**We** treat a pair or set of items as a single item. **We** treat a bag of golf clubs, whether or not by the same manufacturer, as a set.

Loss of or damage to pedal cycles, **Personal Belongings, Money** and **Credit Cards**.

Financial loss if **Your Credit Card** is lost or stolen and someone else uses it.

**We** will provide this cover only if **You**:

- report the loss or theft to the local police within 24 hours of discovering the loss or theft;
- immediately report the loss or theft of any **Credit Card** to the **Credit Card** company; and
- keep to the conditions of the **Credit Card**

### The most we will pay

- For **Personal Belongings**, the most **We** will pay for any one claim is the **Maximum Claim Limit** shown in the **Schedule**. The most **We** will pay for any one item is £2,500
- For **Money**, the most **We** will pay for any one claim is £500
- For **Credit Cards**, the most **We** will pay for any one claim is £200
- For records, compact discs, minidiscs, DVDs, cassettes, computer discs and tapes, the most **We** will pay for any one claim is £200
- For mobile phones, the most **We** will pay for any one claim is £300
- For pedal cycles the most **We** will pay for any one claim is £500

### What we won't pay for

33. The **Excess**.

Loss happening within the **Home** to items which are not **Valuables**.

Items used for business and professional purposes unless it is a laptop computer and shown in the **Schedule**.

Any amount above the amount shown in the **Schedule**.

Loss or damage:

- excluded under any of the causes 1-9 of Section 1 - Contents;
- caused maliciously by **You** or **Your Household**;
- caused by theft or attempted theft from an unlocked hotel room, motel room, bed-and-breakfast bedroom or other similar temporary lodging;
- consisting of scratching or denting;
- caused by moths, **Vermin**, parasites, insects, wet or dry rot, fungus, atmospheric conditions, light or other gradual causes;
- caused by cleaning, washing, dyeing, restoring, reproofing, adjusting, maintaining, repairing or misusing the item;
- to sports equipment when it is being used;
- to reeds, strings or drum skins of musical instruments;
- to camping equipment;
- to documents and securities such as share or bond certificates;
- to portable televisions, car audio or car audio-visual equipment and car phones;
- to china or glass (except spectacles);
- to contact or corneal lenses;
- to dentures while being used for eating;
- to crowns, caps or fillings in teeth;
- to furniture or household goods;
- to trees, shrubs or plants growing in the garden;
- to animals;
- to **Motor Vehicles**; trailers; caravans; boats – or the accessories or associated equipment belonging to any of these;
- to mopeds or motorised pedal cycles, or pedal cycles that have been fitted with motorised assistance of any kind;
- to pedal cycles being used, or while practising, for racing, pacemaking or testing of any kind;
- to pedal cycles **You** do not keep in **Your Home** when not in use;
- to accessories or removable parts of pedal cycles, unless they are lost or damaged at the same time, and by the same **Incident**, as the pedal cycle;
- to pedal cycle tyres caused by cuts, bursts or punctures;
- to watches and clocks caused by overwinding;
- arising from confiscation or detention by customs or other officials;
- Loss or damage caused by theft, or attempted theft, from an unattended **Motor Vehicle**, or where a **Motor Vehicle** is stolen, unless:
  - the item is kept in a locked, covered boot or glove compartment;
  - all access points to the vehicle are closed and locked;
  - any extra security systems are turned on; or
  - there is evidence that forcible and violent entry took place

Theft, or attempted theft, of an unattended pedal cycle unless the pedal cycle is either in a locked building or secured by a suitable chain and padlock (or cycle lock) to a post, cycle rack or immovable object.

Loss or damage to portable computers caused by theft or attempted theft from a **Motor Vehicle** between 7pm and 7am.

Electrical or mechanical breakdown.

The first £100 of any loss or damage caused by domestic animals or pets;

## Section 4 – Contents optional cover: Specified personal belongings extension

### What we'll pay for

34. **Your** and **Your Household's** specified **Personal Belongings** and **Valuables** (that are individually listed in the **Schedule**) are covered in the **European Area**. Cover is also provided anywhere else in the world, for up to 60 days in any **Period of Insurance**.

Loss or damage, but **We** will pay a claim for loss or theft only if **You** report the loss or theft to the local police within 24 hours of discovering it.

#### The most we will pay

The most **We** will pay for any **Specified Item** is the **Maximum Claim Limit** shown in the **Schedule** next to each item.

If **You** make a claim, **You** will need to give **Us** evidence that **You** own the item **You** are claiming for.

For any **Valuables** with an individual value over £2,500, **You** will be asked to provide a valuation at the claims stage.

### What we won't pay for

34. The **Excess**.

Loss or damage:

- Excluded under any of the causes 1-9 of Section 1 – Contents;
- caused maliciously by **You** or **Your Household**;
- to sports equipment when it is being used;
- to reeds, strings or drum skins of musical instruments;
- to dentures while being used for eating;
- to crowns, caps or fillings in teeth;
- consisting of wear and tear or loss of value;
- consisting of scratching or denting;
- caused by moths, **Vermin**, parasites, insects, wet or dry rot, fungus, atmospheric conditions, light or other gradual causes;
- caused by cleaning, washing, dyeing, restoring, reproofing, adjusting, maintaining, repairing or misusing the item;
- caused by theft or attempted theft from an unlocked hotel room, motel room, bed-and-breakfast bedroom or other similar temporary lodging;
- to china or glass (except spectacles);
- to watches and clocks caused by overwinding;
- to pedal cycles;
- arising from confiscation or detention by customs or other officials;
- to **Motor Vehicles**, trailers, caravans, boats - or the accessories or associated equipment belonging to any of these;

Loss or damage caused by theft, or attempted theft, from an unattended **Motor Vehicle**, or where a **Motor Vehicle** is stolen, unless:

- the item is kept in a locked, covered boot or glove compartment;
- all access points to the vehicle are closed and locked;
- any extra security systems are turned on; or
- there is evidence that forced and violent entry took place

Loss or damage to portable computers caused by theft or attempted theft from a **Motor Vehicle** between 7pm and 7am.

Items used for business and professional purposes unless it is a laptop computer and shown in the **Schedule**.

Electrical or mechanical breakdown.

The first £100 of any loss or damage caused by domestic animals or pets;

## Section 5 - Contents optional cover: Pedal cycles extension

### What we'll pay for

35. **Your** and **Your Household's** pedal cycles (listed in the **Schedule**) are covered in the **European Area**. Cover is also provided anywhere else in the world, for up to 60 days in any one **Period of Insurance**.  
Loss or damage, but **We** will pay a claim for loss or theft only if **You** report the loss or theft to the local police within 24 hours of discovering it.  
**The most we will pay**  
The most **We** will pay for pedal cycles is the amount shown against each cycle in the **Schedule**.

### What we won't pay for

35. **The Excess**.  
Theft, or attempted theft, of an unattended pedal cycle unless the pedal cycle is either:
- in a locked building; or
  - secured by a suitable chain and padlock (or cycle lock) to a post, cycle rack or immovable object
- Loss or damage:
- caused maliciously by **You** or **Your Household**
  - to mopeds or motorised pedal cycles, or pedal cycles that have been fitted with motorised assistance of any kind;
  - to pedal cycles being used, or while practising, for racing, pacemaking or testing of any kind;
  - to pedal cycles **You** do not keep at **Home** when not in use;
  - to accessories or removable parts of pedal cycles, unless they are lost or damaged at the same time, and by the same **Incident**, as the pedal cycle;
  - consisting of wear and tear or loss of value;
  - caused by moths; Vermin; parasites; insects; atmospheric conditions; light or other gradual causes;
  - consisting of scratching or denting; or
  - caused by cleaning; washing; restoring; adjusting; maintaining; repairing or misusing the cycle;
  - caused by mechanical breakdown;
  - to pedal cycle tyres caused by cuts, bursts or punctures

## Basis of Claims Settlement

### How we will settle your claim

When settling **Your** claim, **We** have the following options available to **Us** and **We** will decide which is most appropriate:

- repair;
- replace;
- payment

**We** may offer to repair or replace any loss or damage through one of **Our** approved suppliers. However, should **You** prefer to use **Your** own supplier **You** may, providing **You** agree this with **Us** beforehand. Should **You** use **Your** own supplier, any payment made would not normally exceed the amount **We** would have paid had **Our** approved supplier been used. All **Our** repairs are guaranteed for one year.

If **We** decide it is not appropriate to repair or replace **Your Contents**, **We** will send **You** a payment representing:

- the amount by which the **Contents** have gone down in value, as a result of the claim; or
- the estimated cost to repair or replace **Your Contents**; whichever is the lowest

Where **We** can offer repair or replacement through a preferred supplier, but **We** agree to pay a cash settlement, then payment will not exceed the replacement price **We** would normally pay through the preferred supplier.

A deduction for wear and tear will be made if the **Contents** are not properly maintained and in a good state of repair. Deductions will also be made to clothing and household linen for wear and tear.

If **You** make a claim, **We** may ask for evidence that **You** own the item **You** are claiming for.

**We** may take any outstanding premium from any payment **We** make.

### Important

**You** must make sure that the **Maximum Claim Limit** is accurate.

- Under Section 1 - Contents, the **Maximum Claim Limit** must be enough to replace all the **Contents** of **Your Home** with new items of the same, or nearest equivalent, quality and type.
- For **Specified Items** of **Personal Belongings**, **Valuables** or any other **Specified Item**, the amount shown on the **Schedule** must be enough to replace the item as new.

### When an incident happens:

- if the **Maximum Claim Limit** under any section is less than the current cost of replacing, repairing or rebuilding the property as new; or
- if any amount shown in the **Schedule** for **Personal Belongings**, **Valuables**, pedal cycles or any other **Specified Item** is less than the current cost of replacing the item as new;

**We** may apply the following:

If, at the time of any loss or damage, the **Contents** sum insured is not enough to replace the entire **Contents** of **Your Home** as new, **We** will proportionally reduce the amount of any claim payment made, by the percentage of under-payment of premium which has arisen as a result of the shortfall in the sum insured. For example, if the premium **You** have paid for **Your Contents** insurance is equal to 75% of what **Your** premium would have been, if **Your Contents** sum insured was enough to replace the entire **Contents** of **Your Home** as new, then **We** will pay up to 75% of any claim made by **You**.

If, however, the correct sum insured is shown to exceed **Our** acceptance terms and criteria **We** may refuse to pay **Your** claim.

### Matching pairs or sets

**We** treat each separate item of a matching pair or set, or set of furniture, soft furnishings or other fixtures and fittings which form part of **Your Contents**, as a single item. However, if **You** make a claim for any damaged item that forms part of a matching set or suite, **We** will contribute 50% towards the cost of replacing any undamaged items which are part of the same set or suite; if a repair or replacement for the damaged item is not available. The full loss of value is not covered by the policy.

### Matching carpets

If **You** have a matching carpet or other floor covering in more than one room or area, **We** treat each room or area as separate. **We** will only pay for the damage to the carpet or floor covering in the room or area where the damage happened.

### Protecting sums insured

The **Maximum Claim Limit** under the **Contents** sections will not be reduced if **You** make a claim.

### Valuations

In the event of the loss of **Valuables** with an individual value of over £2,500 **We** will request a valuation at the claim stage.

The valuation must be no more than five years old and include the following:

- date of the valuation;
- **Your** name and address;
- the name and address of the valuer;
- a full description of the item(s)

# General Conditions

## Applicable to all Sections of this Insurance

### Information Provided by You

In deciding to accept this insurance and in setting the terms and **Premium**, **We** have relied on the information **You** have given **Us**. Please refer to "How to amend this insurance" below.

At the commencement of the **Period of Insurance** or at the subsequent renewal of the **Policy**, **You** must take care when answering any questions **We** ask by ensuring that all information provided is accurate and complete including any presentation(s) to **Us** on **Your** behalf.

If the information **You** provide is not accurate and complete **Your Policy** may not cover **You** fully, or at all.

### How to amend this insurance

If **You** become aware that information **You** have given **Us** is inaccurate, **You** must inform HomeLet as soon as reasonably practicable. If **You** need to change the information **You** have given HomeLet because a mistake has been made or if that information changes at any time, please contact HomeLet as soon as reasonably practicable on becoming aware of that mistake or change.

**REMEMBER** – failure to notify **Us** of changes may affect any claim **You** make.

When **You** make a change to **Your Policy** or tell **Us** about a change to the information **You** have given **Us**, **We** or HomeLet will write to **You** if **We**:

- need to amend the terms of **Your** insurance; or
- require **You** to pay more for **Your** insurance.

### Renewal of this insurance

When **Your Policy** is due for renewal, HomeLet will contact **You** at least twenty-one (21) days before the **Period of Insurance** ends with full details of **Your** next year's **Premium** and **Policy** terms. **Your** Policy will be on an auto renewal basis unless **You** tell **Us** otherwise. If **You** do not want to renew the **Policy**, please contact HomeLet.

Occasionally, **We** may not be able to offer to renew **Your Policy**. If this happens, **We** will write to HomeLet at least twenty- one (21) days before the expiry of **Your Policy** to allow enough time for **You** to make alternative insurance arrangements.

### Duty of Care

**You** must take actions to prevent and reduce any costs, damage, injury or loss.

# General Exclusions

## Applying to Sections 1 – 5 of Your Insurance Policy

We will not cover loss or damage or liability arising outside of the **United Kingdom** unless specified to the contrary within **Your Policy**.

- **Radiation**

We will not indemnify **You** against loss, damage, cost or expense or **Consequential Loss** directly or indirectly caused by or contributed by or arising from;

- ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel;
- the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof;
- any weapon or device employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter;
- the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter. The exclusion in this sub-clause does not extend to radioactive isotopes, other than nuclear fuel, when such isotopes are being prepared, carried, stored, or used for commercial, agricultural, medical, scientific or other similar peaceful purposes; or
- any chemical, biological, bio-chemical, or electromagnetic weapon.

- **War**

We will not indemnify **You** against loss, damage, cost, expense or **Consequential Loss** in respect of any loss, cost or expense directly or indirectly caused by, happening through or following war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or 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.

- **Terrorism**

We will not indemnify **You** against loss, damage, cost or expense or **Consequential Loss** directly or indirectly caused by or arising out of or in connection with **Terrorism** or any loss, damage, costs or expenses directly or indirectly caused by or arising out of any action taken in controlling, preventing, suppressing or in any way relating to any act of **Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

If **We** allege that by reason of this exclusion, any loss, damage, cost or expense or liability is not covered by this **Policy**, the burden of proving the contrary shall be upon **You**. In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

- **Nuclear Energy Risks**

We will not indemnify **You** in respect of Nuclear Energy Risks whether such risks are written directly and/or via Pools and/or Associations.

For the purpose of this **Policy**, Nuclear Energy Risks shall be defined as all first party and or third party insurances in respect of:

- nuclear reactors and nuclear power stations or plant;
- any other premises or facilities whatsoever related to or concerned with:
  - the production of nuclear energy or
  - the production or storage or handling of nuclear fuel or nuclear waste
- any other premises or facilities eligible for insurance by any local Nuclear Pool and/or Association.

- **Deliberate Act**

We will not indemnify **You** against loss, legal liability or damage caused intentionally by **You**, or **Your Household**, or anyone working on **Your** behalf.

- **Existing Damage**

We will not indemnify **You** against loss or damage occurring prior to the commencement of **Your Policy**.

- **Sonic Pressure**

We will not indemnify **You** against loss or damage from pressure waves caused by aircraft, or other flying devices travelling at sonic or supersonic speeds.

- **Consequential Loss**

We will not indemnify **You** against **Consequential Loss** as a result of any claim under this **Policy**.

- **Wear and Tear**

We will not indemnify **You** against loss or damage as a result of wear and tear, rusting or corrosion, wet or dry rot or fungus or any gradually operating cause.

- **Cyber and Data**

1. Notwithstanding any provision to the contrary within this **Policy** or any endorsement thereto, this **Policy** excludes any:
  - i) **Cyber Loss**, unless subject to the provisions of paragraph 2;
  - ii) loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any **Data**, including any amount pertaining to the value of such **Data**, unless subject to the provisions of paragraph 3;  
  
regardless of any other cause or event contributing concurrently or in any other sequence thereto.
2. Subject to all the terms, conditions, limitations and exclusions of this **Policy** or any endorsement thereto, this **Policy** covers physical loss or physical damage to **Home** under this **Policy** caused by any ensuing fire or explosion which directly results from a **Cyber Incident**, unless that **Cyber Incident** is caused by, contributed to by, resulting from, arising out of or in connection with a **Cyber Act** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **Cyber Act**.
3. Subject to all the terms, conditions, limitations and exclusions of this **Policy** or any endorsement thereto, should **Data Processing Media** owned or operated by **You** suffer physical loss or physical damage insured by this **Policy**, then this **Policy** will cover the cost to repair or replace the **Data Processing Media** itself plus the costs of copying the **Data** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the **Data**. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank **Data Processing Media**. However, this **Policy** excludes any amount pertaining to the value of such **Data**, to **You** or any other party, even if such **Data** cannot be recreated, gathered or assembled.
4. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
5. This exclusion supersedes and, if in conflict with any other wording in the **Policy** or any endorsement thereto having a bearing on **Cyber Loss**, **Data** or **Data Processing Media**, replaces that wording.

- **Due Care**

We will not indemnify **You** against **Your** legal liability caused by or arising out of the deliberate, conscious or intentional disregard of **Your** obligation to take all reasonable steps to prevent bodily injury or loss of or damage to Property.

- **Motor Vehicles**

We will not indemnify **You** against loss or damage caused to any motor vehicles (other than a private garden vehicle), caravans, trailers or watercraft and/or their accessories.

- **Pollution**

We will not indemnify **You** against loss, damage or expense directly or indirectly caused by or contributed by or arising from **Pollution**.

- **Asbestos**

We will not indemnify **You** against any loss or damage or **Your** legal liability in respect of any loss, cost or expense directly or indirectly arising out of, resulting from or in respect of which a link has been or is established to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or been operative in the sequence of events resulting in a loss.

- **Disease**

We will not indemnify **You** against any loss, damage or **Consequential Loss** in respect of any loss, cost or expense caused directly or indirectly by any one or more of the following, whether or not acting in any sequence with any other cause:

Disease, epidemic or pandemic, (including in all cases any contagious disease that affects animals) or any limitation or prevention of the use of objects because of hazards or potential hazards to human or animal health.

# How to Make a Claim

## Applicable to Sections 1 – 5 of this Insurance

**We** aim to settle valid claims promptly and fairly in accordance with the cover provided by this **Policy**.

**Your** claim will be managed from within our dedicated insurance claims team supported on certain occasions by a professional loss adjusting firm and/or a specialist services company to ensure **Your** claim is settled for the correct amount as quickly as possible.

How to make a claim

Contact:  
MPL Claims Management Ltd  
The Octagon,  
27 Middleborough,  
Colchester,  
Essex, CO1 1TG

Email: [ergo@mplclaims.com](mailto:ergo@mplclaims.com)  
Telephone : **0330 333 7230**



# Claims Procedure and Conditions

## Applicable to Sections 1 – 5 of this Insurance

The following Claims Conditions 1 to 5 are conditions precedent to **Our** liability under this **Policy**. If **You** do not comply with these conditions **We** shall be entitled to refuse indemnity under this **Policy**:

**You** shall:

1. notify **Us** as soon as reasonably practicable, but in any event within 30 days of discovery of an occurrence that may give rise to a claim under this **Policy**;
2. take all practicable steps to recover property lost and otherwise minimise the claim;
3. **You** must notify the Police and **Us** within 7 days of losses caused by theft or malicious damage, riot or civil commotion or in respect of articles lost outside of **Your Home**;
4. In respect of any liability claim **You** must provide **Us** with any letters writs or summons in connection with the claim immediately such documents are received. **You** must also not admit any liability or negotiate a claim without **Our** written consent
5. give all information and assistance **We** may reasonably require in a timely manner.

In addition, **You** shall, within 30 days of notification of a claim or such further time as **We** may in writing allow, deliver to **Us** a written claim providing at **Your** own expense, all details proofs and information regarding the cause and amount of loss or damage as **We** may reasonably require including any other insurances of the **Contents** insured by this **Policy** and (if demanded) a statutory declaration of the truth of the claim and of any related matters.

If any of the **Contents** is to be reinstated or replaced by **Us**, **You** shall at **Your** own expense provide all such plans, documents, books and information as may be reasonably required.

In certain circumstances **We** may require sight of freehold title or the lease which must be provided by **You** within 30 days of any such a request.

**We** have the right to take over and conduct in **Your** name, the defence or settlement of any claim. **We** may also take action in **Your** name at **Our** expense and for **Our** benefit in order to recover from others any payments made under this **Policy**.

If other insurance exists covering the same loss or liability, **You** must provide full details of such insurances and **We** will then pay a proportionate ratio of the claim.

### Claims and Remedy Condition

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation then following a breach of disclosure which is either deliberate or reckless **We** shall be entitled to:

- i) avoid the contract, refuse all claims, and
- ii) retain the **Premiums** paid.

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation, then following a breach of disclosure which is neither deliberate or reckless **We** shall be entitled, if cover would not have been offered, to:

- i) avoid the contract, refuse all claims, and
- ii) return the **Premiums** paid.

If **You** submit a valid claim and it transpires that **You** have breached **Your** obligations of disclosure, or made a misrepresentation, then following a breach of disclosure which is neither deliberate or reckless **We** shall be entitled, if cover would have been offered on different terms, to

- i) treat the contract as being entered into but the contract will be treated as if it had been entered into on those different terms (other than terms relating to **Premium**), and
- ii) reduce proportionately the amount to be paid on a claim if **We** would have entered into the contract (whether the terms relating to matters other than the **Premium** would have been the same or different), but would have charged a higher **Premium**.

“reduce proportionately” means that **We** need only pay on the claim X% of what otherwise **We** would have been under an obligation to pay under the terms of the **Policy** (or, if applicable, under the different terms provided for by virtue of paragraph i), where:

$$\frac{X = \text{Premium actually charged} \times 100}{\text{Higher Premium}}$$

### On receipt of a notification of a claim, **We** may do the following:

1. On the happening of loss or damage in respect of which a claim is made, **We** may, without thereby incurring any liability or diminishing any of the **Our** rights under this **Policy**, enter the **Home** where such loss or damage has occurred and take possession of or require to be delivered to **Us** any property relating to the loss or damage and deal with such property for all reasonable purposes and in any reasonable manner.
2. No property may be abandoned to **Us** whether taken possession of by **Us** or not.
3. **We** shall have full discretion in the conduct of any proceedings and in the settlement of any claim where **We** have agreed to provide an indemnity under this **Policy**.

## **Fraud**

If any claim is in any respect fraudulent or if any fraudulent means or devices are used by **You** or anyone acting on **Your** behalf to obtain any benefit under this **Policy** or if any loss be occasioned by the wilful act or with **Your** connivance then **We** shall be entitled:

- a) not to pay the claim,
- b) recover from **You** any sums paid by **Us** to **You** in respect of the claim, and
- c) to treat this **Policy** as being terminated with effect from the time of the fraudulent act.

If the **Policy** is treated as having been terminated **We** shall be entitled to:

- a) refuse all liability to **You** under the **Policy** in respect of any relevant event occurring after the time of the fraudulent act, and
- b) not return any of the **Premiums** paid under the **Policy**.

## **Other Insurances**

If in respect of any claim under this **Policy** there is any other insurance or **Indemnity** in **Your** favour in force relative to that claim, or there would be but for the existence of this **Policy**, **Our** liability will be limited to the amount in excess of that which is or would have been payable (but for the existence of this **Policy**) in respect of that claim but always limited to the **Sum Insured**.

## **Subrogation**

Any claimant under this **Policy** shall at **Our** request and expense, take and permit to be taken all necessary steps for enforcing rights against any other party in **Your** name before or after any payment is made by **Us**.

**We** shall be entitled to take over and conduct in **Your** name the defence or settlement of any claim or to prosecute in **Your** name at **Our** own expense and for **Our** own benefit any claim for indemnity or damages or otherwise.

# Complaints Procedure

## Applicable to Sections 1-5 of this Insurance Policy

**Our** aim is to provide all **Our** customers with a first class standard of service. However, there may be occasions when **You** feel this objective has not been achieved. If **You** have a complaint about **Your Policy** or the handling of a claim, the details below set out some of the key steps that **You** can take to address **Your** concerns.

### Where do I start?

If **Your** complaint is about the way in which the **Policy** was sold to **You** or whether it meets **Your** requirements, **You** should contact HomeLet, who arranged the **Policy** for **You**.

If **Your** complaint is about a claim, **You** should refer the matter to:

MPL Claims Management Ltd  
The Octagon,  
27 Middleborough,  
Colchester,  
Essex, CO1 1TG

Email: [ergo@mplclaims.com](mailto:ergo@mplclaims.com)

Telephone: **0345 060 0014**

If **Your** complaint is about anything else, **You** should refer it to the contact details as set out below:

Ergo UK Speciality Ltd 10 Fenchurch Avenue London, EC3M 5BN

*E-mail: [complaints@ergo-commercial.co.uk](mailto:complaints@ergo-commercial.co.uk)*

Alternatively, **You** can ask **Us** to refer the matter on for **You**.

Please quote **Your** Policy number in all correspondence so that **Your** concerns may be dealt with speedily.

### What happens next?

If **We** are not able to resolve **Your** complaint satisfactorily by close of business of the third business day following, **We** will refer **Your** complaint to the Head of Compliance at ERGO UK Specialty Limited on behalf of Great Lakes Insurance UK Limited who will send **You** an acknowledgement letter.

If **You** don't receive any acknowledgement letter, or at any time if **You** wish to do so, **You** may contact the Head of Compliance **Yourself** by writing to:

Head of Compliance,  
ERGO UK Specialty Limited on behalf of Great Lakes Insurance UK Limited,  
Munich Re Group Offices,  
10 Fenchurch Avenue,  
London, EC3M 5BN.

Telephone: **020 3003 7444**

E-mail: [complaints@ergo-commercial.co.uk](mailto:complaints@ergo-commercial.co.uk)

The Head of Compliance will investigate **Your** complaint and will provide **You** with a written response within eight weeks of **Your** initial complaint. This will either be a final response or a letter informing **You** that **We** need more time for **Our** investigation.

### If **You** remain unhappy

If **We** have not resolved **Your** complaint at the end of eight weeks, or if after receiving **Our** final response **You** remain dissatisfied, **You** may be able to refer **Your** complaint to the Financial Ombudsman Service (contact details below). **You** will have six months from the date of the final response to make this referral.

**Your** rights as a customer to take legal action are not affected by the existence or use of the complaints procedure mentioned above. However, the Financial Ombudsman Service may not adjudicate on a case where court proceedings are actively in progress.

The Financial Ombudsman Service,  
Harbour Exchange Square,  
Exchange Tower,  
London E14 9GE

Telephone: **0800 0234 567**

Further information is available from them and **You** may refer a complaint to them online at

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

The Ombudsman will review complaints from eligible complainants. An eligible complainant is defined as:

- i) a private individual;
- ii) a business which has a group annual turnover of less than £6.5m (approx. €8.125m) and either: -

- a. fewer than 50 staff OR
- b. an annual balance sheet total of less than £5m at the time the complainant refers the complaint to the respondent;
- c. a charity which has an annual income of less than £6.5m at the time the complainant refers the complaint to the respondent; or a trustee of a trust which has a net asset value of less than £5m at the time the complainant refers the complaint to the respondent.

### **Financial Services Compensation Scheme (FSCS)**

Great Lakes Insurance UK Limited is covered by the FSCS. This means that **You** may be entitled to compensation from the scheme in the unlikely event that Great Lakes Insurance UK Limited cannot meet its obligations. Further details can be obtained from FSCS, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

Telephone: **0207 741 4100**

Fax: **0207 741 4101**

Or **[www.fscs.org.uk](http://www.fscs.org.uk)**

### **Language**

The language of **Your Policy** and any communication throughout the duration of the **Period of Insurance** will be English.

### **Our Regulator**

Great Lakes Insurance UK Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

### **Rights of Third Parties**

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

### **Sanctions**

This **Policy** will not provide any insurance cover or benefit and **We** will not pay any sum if doing so would mean that **We** are in breach of any sanction, prohibition or restriction imposed by any law or regulation applicable to **Us**.

# Privacy Statement

We are Barbon Insurance Group Limited trading as HomeLet, referred to as “we/us/our” in this Notice. Our data controller number is Z6363100 and our registered address is: Hestia House, Edgewest Road, Lincoln, LN6 7EL.

This Privacy Notice is relevant to anyone who uses our services including tenants we reference, policyholders or prospective policyholders.

We process your personal data in accordance with the relevant data protection legislation and are the data controller for the data that we process. As the data controller we will not collect any information from you that we do not need for the purpose of fulfilling our services.

## Why do we process personal data?

We will only use personal information on individuals where we are allowed to by law for example to fulfil a contractual/ legal obligation, because we have a legitimate business interest or where the individual has agreed to it. We will always ensure that we keep the amount of personal data and the extent of any processing down to a minimum.

## What information do we collect about you?

The type of data we collect and specific use of this data is dependent on the services we are providing. We have a legitimate interest to collect this data as we are required to use this information as part of any insurance quotation/ insurance policy with us or completing a tenant reference. Alternatively, we may process the data where it is necessary for a legal obligation such as putting in place a guarantee.

## Who We share Your information with

We may pass your personal and/or sensitive personal information to industry related third parties, including authorised agents; service providers; reinsurers; other insurers; legal advisers; loss adjusters and claims handlers.

We may also share your personal and/or sensitive personal information with law enforcement, fraud detection, credit reference and debt collection agencies and within HomeLet and Great Lakes/ ERGO/Munich Re Group of companies to:

- assess financial and insurance risks;
- recover debt;
- to prevent and detect crime; and/or
- develop products and services.

## HomeLet's full privacy notice

We are registered with The Information Commissioners Office in the UK and we undertake to comply with the Data Protection Act and regulations in all our dealings with your personal data. Your personal information will be kept secure.

Our latest privacy notice is always available on our website <https://barbon.com/about-us/privacy-notice/>. It explains how we use and look after your personal data, who we share it with, and what data protection rights you have. We can post you a copy of our privacy notice if required.

## Section 6 - PERSONAL LEGAL PROTECTION

Personal Legal Protection provides:-

- Assistance Helplines including 24/7 Legal Advice
- Insurance for legal costs for certain types of disputes

This section of **Your cover** is managed and provided by Arc Legal Assistance Limited and has its own set of definitions which can be found on pages 31 – 32. The insurance elements of this section are underwritten by AmTrust Europe Limited, on whose behalf **We** act.

### ASSISTANCE HELPLINE SERVICES

#### Legal and Tax Helpline

**You** can use the helpline service which operates 24 hours a day, seven days a week to discuss any legal or taxation problem occurring within the United Kingdom, the Channel Islands and the Isle of Man, which arises during the **Period of Insurance**.

Simply telephone **0344 770 1040** and quote “**HomeLet – Personal Legal Expenses Insurance**”.

For **Our** joint protection telephone calls may be recorded and/or monitored.

#### Legal Assistance Portal

As an addition to **Your** Legal Expenses cover, **You** can use **Our** online Legal Assistance Portal. This will provide **You** with:

- Online legal document templates that can help **You** with legal problems **You** have under **Your** cover such as consumer or property disputes.
- Access to **Our** 'Advice Tree' - **Our** legal encyclopaedia offering guidance pages on areas of law under **Your** cover such as employment disputes or injury claims
- Legal Assistance Helpline Booking Service so that **You** can arrange for one of **Our** legal advisers to call **You**
- Access to **Our** Online Claim System if **You** have spoken to a legal adviser and need to start a claim under **Your** cover
- Access to Online Chat if **You** need to speak to one of **Our** First Response agents for help or advice using any of **Our** services

The service can be accessed by visiting [legalassistportal.arclegal.co.uk](http://legalassistportal.arclegal.co.uk) where **You** can register **Your** details and access this service.

### LEGAL COSTS INSURANCE

If a claim is accepted under this section of **Your** insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **Conflict of Interest** arises. Where it is necessary to start court proceedings, or a **Conflict of Interest** arises, and **You** want to use a legal representative of **Your** own choice, **Advisers' Costs** payable by **Us** are limited to no more than (a) **Our Standard Advisers' Costs**; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs Regime, whichever is the lower amount.

**Your** Personal Legal Protection covers **Costs** as detailed under the separate sub-sections of cover, up to the **Maximum Amount Payable** where:

- a) The **Insured Event** takes place in the **Period of Insurance** and within the **Territorial Limits**  
and
- b) The **Legal Action** takes place within the **Territorial Limits**.

This section of **Your** insurance does not provide cover where something **You** do, or fail to do, prejudices **Your** position or the position of the **Insurer** in connection with the **Legal Action**.

### IMPORTANT CONDITIONS

If **Your** claim is covered under this section of **Your** Insurance and no exclusions apply then it is vital that **You** comply with the conditions of this section of **Your** insurance in order for **Your** claim to proceed. The conditions applicable to this section of **Your** insurance are contained under the 'Conditions' section below and should be read carefully. Some of the main conditions to this section of **Your** insurance are:

#### 1. Prospects of Success

There must be a 51% or greater chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **Your** interests. The assessment of **Your** claim and the prospects of its success will be carried out by an independent **Adviser**.

If the **Adviser** determines that there is not a 51% or greater chance of success, then **We** may decline or discontinue support for **Your** case.

## 2. Proportional Costs

An estimate of the **Costs** to deal with **Your** claim must not be more than the amount of money in dispute. The estimate of the **Costs** will be provided with the assessment of **Your** case and will be carried out by the independent **Adviser**. If the estimate exceeds the amount in dispute then **We** may decline or discontinue support for **Your** case.

## 3. Giving the Insurer all the important information

When the **Insurer** accepts **Your** application for this insurance, it will rely on the information **You** give. **You** must take reasonable care to provide complete and accurate answers to the questions asked when **You** take out, or make changes to, **Your** policy. If the information provided by **You** is not complete and accurate the extent of cover may be affected and:

- the **Insurer** may cancel **Your** policy and refuse to pay any claim or
- the **Insurer** may not pay any claim in full.

**We** will write to **You** if the **Insurer**:

- intends to cancel **Your** policy; or
- needs to amend the terms of **Your** policy; or requires **You** to pay more for **Your** insurance.

If **You** become aware that information **You** have given is incomplete or inaccurate, **You** must inform **Us**.

## 4. Freedom of Choice

Only at the point it may be necessary to start court proceedings do **You** have the right to choose an **Adviser** of **Your** own choice to act for **You**. Should **You** choose to do so, **We** will only pay **Standard Advisers' Costs** up to the amount specified in the **Maximum Amount Payable** definition and may, at **Our** discretion, vary from time to time.

## DEFINITIONS

Where the following words appear in bold within this section of **Your** insurance they have these special meanings.

<b>Adviser</b>	<b>Our</b> specialist panel solicitors or accountants (or their agents) appointed by <b>Us</b> to act for <b>You</b> , or (subject to <b>Our</b> agreement) where it is necessary to start court proceedings or a <b>Conflict of Interest</b> arises, another legal representative nominated by <b>You</b> .	<b>Employee</b>	An individual who has entered into or works under (or, where the employment has ceased, worked under) a <b>Contract of Employment</b> .
<b>Advisers' Costs</b>	Legal or accountancy fees and disbursements incurred by the <b>Adviser</b> .	<b>HM Revenue and Customs Full Enquiry</b>	An extensive examination by HM Revenue & Customs under Section 9A of the Taxes Management Act 1970 into all aspects of <b>Your</b> PAYE income or gains.
<b>Adverse Costs</b>	Third party legal costs awarded against <b>You</b> which shall be paid on the <b>Standard Basis of Assessment</b> provided that these costs arise after written acceptance of a claim.	<b>Insured Event</b>	The incident (or the start of a transaction, or series of incidents), which may lead to a claim (or claims) being made under the terms of this section of <b>Your</b> insurance.
<b>Conditional Fee Agreement</b>	An agreement between <b>You</b> and the <b>Adviser</b> (or between <b>Us</b> and the <b>Adviser</b> ) which sets out the terms under which the <b>Adviser</b> will charge <b>You</b> (or <b>Us</b> ) for their fees.	<b>Insurer</b>	AmTrust Europe Limited.
<b>Conflict of Interest</b>	Situations where <b>We</b> administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.	<b>Legal Action(s)</b>	a) The pursuit or defence of civil legal cases for damages and/or injunctions, specific performance or; b) The defence of criminal prosecutions to do with <b>Your</b> employment.
<b>Contract of Employment</b>	A contract of service, whether express or implied, and (if it is express) whether oral or in writing.	<b>Legal Helpline</b>	The service provided by <b>Our</b> panel solicitors on <b>Our</b> behalf which enables <b>You</b> to obtain advice on any matter which may give rise to a claim under this insurance.
<b>Costs</b>	<b>Standard Advisers' Costs</b> and <b>Adverse Costs</b> .	<b>Maximum Amount Payable</b>	<b>We</b> will pay up to £100 per hour plus VAT up to the maximum amount payable in respect of an <b>Insured Event</b> is £100,000.
<b>Daily Rate</b>	An amount equal to 1/250th of either of the following: a) If <b>You</b> are employed, the average of the amounts shown on <b>Your</b> payslips from <b>Your</b> employer during the last 12 months (excluding bonus payments and overtime); or b) If <b>You</b> are self-employed, the monthly average of the income <b>You</b> declared to HM Revenue & Customs for the previous tax year	<b>Period of Insurance</b>	For the purposes of the <b>Maximum Amount Payable</b> , only one <b>Insured Event</b> will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.
<b>Data Controller</b>	The party which determines the purpose for, and the manner in which, personal data are, or are to be, processed.	<b>Standard Advisers' Costs</b>	This section of <b>Your</b> insurance provides cover for the same period covered by the insurance product or benefit to which it attaches. For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn
<b>Data Protection Legislation</b>	The relevant <b>Data Protection Legislation</b> in force within the <b>Territorial Limits</b> where this cover applies at the time of the <b>Insured Event</b> .		The level of <b>Advisers' Costs</b> that would normally be incurred in using a specialist panel solicitor or their agents as defined in the <b>Maximum Amount Payable</b> and may, at <b>Our</b> discretion, vary from time to time.

**Standard Basis of Assessment**

The basis of assessment of costs of litigation where the court will only allow costs which are proportionate to the matters in issue and resolve any doubt which it may have as to whether or not costs were reasonably incurred or reasonable and proportionate in amount in favour of the paying party.

**We/Us/Our**

Arc Legal Assistance Limited.

**You/Your /Yourself**

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

**Territorial Limits**

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

---

**COVER**

**Consumer Pursuit**

**What is covered**

**Costs** to pursue a **Legal Action**, arising from an **Insured Event**, following a breach of a contract **You** have entered into for buying or renting goods or services for **Your** private use. The contract must have been made after **You** first purchased this insurance unless **You** have held this or equivalent cover with **Us** or another insurer continuously from, or before, the date on which the agreement was made.

**What is not covered**

**Claims:**

- where the amount in dispute is below £125 plus VAT
- for, or related to, professional negligence
- involving a vehicle owned by **You** or for which **You** are legally responsible
- arising from a dispute with any government, public or local authority
- arising from the purchase or sale of **Your** main home
- relating to a lease tenancy or licence to use property or land
- relating to a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled
- relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **You**
- directly or indirectly arising from planning law

**Consumer Defence**

**What is covered**

**Costs** to defend a **Legal Action**, arising from an **Insured Event**, brought against **You** following a breach of a contract **You** have entered into for selling **Your** own personal goods. The contract must have been made after **You** first purchased this insurance unless **You** have held this or equivalent cover with **Us** or another insurer continuously from or before the date on which the agreement was made.

**What is not covered**

**Claims:**

- where the amount in dispute is below £125 plus VAT
- involving a vehicle owned by **You** or which **You** are legally responsible for
- arising from a dispute with any government, public or local authority
- arising from the sale or purchase of **Your** main home
- relating to a lease tenancy or licence to use property or land

**Personal Injury**

**What is covered**

**Costs** to pursue a **Legal Action**, arising from an **Insured Event**, following an accident, resulting in **Your** personal injury or death, against the person or organisation directly responsible.

If the **Legal Action** is going to be decided by a court in England or Wales and the damages being claimed are above the small claims track limit, the **Adviser** must enter into a **Conditional Fee Agreement** which waives their own fees if **You**, or **Your** estate, fail to recover the damages that being claimed in the **Legal Action** in full or in part. If the damages being claimed are below the small claims track limit **Advisers' Costs** will not be covered but **You**, or **Your** estate, can access the **Legal Helpline** for advice on how to take the case further.

**What is not covered**

**Claims:**

- arising from medical or clinical treatment, advice, assistance or care
- for stress, psychological or emotional injury unless it arises from **You** suffering physical injury
- for illness, personal injury or death caused gradually and not caused by a specific sudden event
- involving a vehicle owned or driven by **You**



## Clinical Negligence

### What is covered

**Costs** to pursue a **Legal Action**, arising from an **Insured Event**, for damages following clinical negligence, resulting in **Your** personal injury or death, against the person or organisation directly responsible.

If the **Legal Action** is going to be decided by a court in England or Wales and the damages **You**, or **Your** estate, are claiming are above the small claims track limit, the **Adviser** must enter into a **Conditional Fee Agreement** which waives their own fees if **You**, or **Your** estate, fail to recover the damages that being claimed in the **Legal Action** in full or in part. If the damages **You**, or **Your** estate, are claiming are below the small claims track limit **Advisers' Costs** will not be covered but **You**, or **Your** estate, can access the **Legal Helpline** for advice on how to take the case further.

### What is not covered

Claims for stress, psychological or emotional injury unless it arises from **You** suffering physical injury

## Employment Disputes

### What is covered

**Standard Advisers' Costs** to pursue a **Legal Action**, arising from an **Insured Event**, brought before an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) against an employer (or ex-employer) for breach as an **Employee** of **Your**:

- **Contract of Employment**; or
- legal rights under employment laws.

### What is not covered

#### Claims:

- where the breach occurred within the first 90 days after **You** first purchased this insurance unless **You** have held equivalent cover with **Us** or another insurer continuously for a period of at least 90 days leading up to when the breach first occurred
- for a dispute with an employer or ex-employer unless it is pursued in an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man)
- for **Standard Advisers' Costs** of any disciplinary, investigatory or grievance procedure connected with **Your Contract of Employment** or the costs associated with any settlement agreement
- where the breach is alleged to have commenced or to have continued after termination of **Your** employment
- for an allegation of less favourable treatment between men and women in terms of pay and conditions of employment
- for any hearing fees and issue fees which **You** may be required to pay in order to bring a claim at an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man)

## Property Infringement

### What is covered

**Costs** to pursue a **Legal Action**, arising from an **Insured Event**, for nuisance or trespass against the person or organisation infringing **Your** legal rights in relation to **Your** main home.

### What is not covered

#### Claims:

- where the nuisance or trespass started within the first 180 days after **You** first purchased this insurance unless **You** have held equivalent cover with **Us** or another insurer continuously for a period of at least 180 days leading up to when the nuisance or trespass first started
- in respect of works undertaken, to be undertaken by or under the order of any government or public or local authority
- for adverse possession
- in respect of a contract **You** have entered into
- directly or indirectly arising from planning law
- directly or indirectly arising from constructing buildings or altering their structure for **Your** use
- directly or indirectly arising from:
  - subsidence (meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building)
  - heave (meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground)
  - land slip (meaning downward movement of sloping ground)
  - mining or quarrying

## Property Damage

### What is covered

**Costs** to pursue a **Legal Action**, arising from an **Insured Event**, for damages against a person or organisation that causes physical damage to **Your** main home. The damage must have been caused after **You** first purchased this insurance.

### What is not covered

#### Claims:

- in respect of works undertaken or to be undertaken by or under the order of any government or public or local authority
- in respect of a contract **You** have entered into
- directly or indirectly arising from planning law
- directly or indirectly arising from constructing buildings or altering their structure for **Your** use
- directly or indirectly arising from:
  - subsidence (meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building)
  - heave (meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground)
  - land slip (meaning downward movement of sloping ground)
  - mining or quarrying

## Property Sale and Purchase

### What is covered

**Costs**, arising from an **Insured Event**, to pursue or defend a **Legal Action** in respect of a breach of a contract for the sale or purchase of **Your** main home.

### What is not covered

#### Claims:

- where **You** have purchased this insurance after the date **You** completed the sale or purchase of **Your** main home
- where the amount in dispute is below £125 plus VAT
- for and/or in any way related to professional negligence
- directly or indirectly arising from planning law
- directly or indirectly arising from constructing buildings or altering their structure for **Your** use

## Tax

### What is covered

**Standard Advisers' Costs**, arising from an **Insured Event**, incurred by an accountant if **You** are subject to an **HM Revenue and Customs Full Enquiry** into **Your** personal Income Tax position, provided that the **Insured Event** arises on the date that **You** or **Your Adviser** are contacted, either verbally or in writing, by the relevant department of **HM Revenue & Customs** advising **You** of either dissatisfaction with **Your** returns, or amounts paid, or giving notice of intention to investigate.

This cover applies only if **You** have:

- a) maintained proper, complete, truthful and up to date records and
- b) made all returns at the due time without having to pay any penalty and
- c) provided all information that HM Revenue and Customs reasonably requires

### What is not covered

#### Claims:

- Where
  - deliberate misstatements or omissions have been made to the authorities or;
  - income has been under-declared because of false representations or statements by **You** or;
  - **You** are subject to an allegation of fraud
- for **Standard Advisers' Costs** for any amendment after the tax return has initially been submitted to HM Revenue and Customs
- for enquiries into aspects of **Your** Tax Return (Aspect Enquiries)

## Data Protection

### What is covered

**Costs** to pursue a **Legal Action**, arising from an **Insured Event**, against a person or organisation for breach of **Data Protection Legislation** which has resulted in **You** suffering a financial loss.

## Legal Defence

### What is covered

- **costs** in a **Legal Action**, arising from an **Insured Event**, to defend **Your** legal rights in the following circumstances arising out of **Your** work as an **Employee**:
  - prior to being charged when dealing with the police or Health & Safety Executive or others with the power to prosecute
  - in a prosecution brought against **You** in a court of criminal jurisdiction
  - in a civil action brought against **You** as a **Data Controller** for compensation under **Data Protection Legislation**
  - in civil proceedings brought against **You** under legislation for unlawful discrimination
- **costs** in a **Legal Action**, arising from an **Insured Event**, to defend **Your** legal rights arising out of a formal investigation or disciplinary hearing brought against **You** by any trade association or professional or regulatory body

### What is not covered

#### Claims:

- for alleged road traffic offences where **You** did not hold, or were disqualified from holding, a licence to drive or are being prosecuted for being under control of a vehicle whilst under the influence of alcohol or non - prescribed drugs, or prescription medication where **You** have been advised by a medical professional not to drive
- for **Costs** where **You** are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy
- for parking offences which cannot lead to penalty points on **Your** licence
- following an allegation of violence or dishonesty
- for **Standard Advisers' Costs** incurred in excess of any costs **You** are able to recover under a Defendants Costs Order

## Jury Service

### What is covered:

Payment will be made where **You** are required to attend jury service arising during the **Period of Insurance**. At the end of the period of jury service, **You** can submit a claim for:

- a **Daily Rate** for each whole day of attendance for the duration **You** are off work attending jury service, providing these costs are not recoverable from **Your** employer or the court.
- 50% of the **Daily Rate** for each additional half day **You** are off work attending jury service providing these costs are not recoverable from **Your** employer or the court.

### GENERAL EXCLUSIONS RELATING TO THIS SECTION OF YOUR INSURANCE

#### 1. There is no cover where:

- **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
- an estimate of **Advisers' Costs** of acting for **You** is more than the amount in dispute
- **Advisers' Costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which **We** have given **Our** prior written approval
- **Your** insurers repudiate the insurance policy or refuse indemnity

#### 2. There is no cover for:

- claims over loss or damage where that loss or damage is insured under any other insurance
- claims made by, or against, **Your** insurance adviser, the **Insurer**, the **Adviser** or **Us**
- any claim **You** make which is false or fraudulent or exaggerated
- defending **Legal Actions** arising from anything **You** did deliberately or recklessly
- **costs** if **Your** claim is part of group claim or will be affected by or will affect the outcome of other claims

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

- a dispute between **You** and someone **You** live with or have lived with
- **Your** business trade or profession other than as an **Employee**
- an application for a judicial review
- defending or pursuing new areas of law or test cases

#### 4. Sanction Limitation and Exclusion Clause

The **Insurer** shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit under this section of **Your** insurance if the provision of such cover, payment of such claim or provision of such benefit would expose it to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

#### 5. Cyber Attack Exclusion

The **Insurer** will not pay for any loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme malicious code, Computer Virus or process or any other electronic system. This exclusion applies unless cover for Costs is specifically allowed for in the Sections of Cover above.

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

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

---

## CONDITIONS

### 1. Claims

- a) **You** must notify claims as soon as possible once **You** become aware of the incident and, in any event, within 180 days of **You** becoming aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, **Our** position has been prejudiced.
- b) **We** may investigate the claim and take over and conduct the legal proceedings in **Your** name. Subject to **Your** consent (which **You** will not unreasonably withhold) **We** may reach a settlement of the legal proceedings.
- c) Please note that **You** must supply, at **Your** own expense, all of the information which **We** reasonably require to decide whether a claim may be accepted. Where it is necessary to start court proceedings or a **Conflict of Interest** arises, and **You** wish to nominate a legal representative to act for **You**, **You** may do so. Where **You** have elected to use a legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**. The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment which are available on request.
- d) The **Adviser** will:-
  - i) provide a detailed view of **Your** prospects of success including the prospects of enforcing any Judgment obtained.
  - ii) keep **Us** fully advised of all developments and provide such information as **We** may require.
  - iii) keep **Us** advised of **Advisers' Costs** incurred.
  - iv) advise **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are not accepted cover under this insurance shall be withdrawn unless **We** agree in **Our** absolute discretion to allow the case to proceed.
  - v) submit bills for assessment or certification by the appropriate body if requested by **Us**.
  - vi) attempt recovery of costs from third parties.
- e) In the event of a dispute arising as to **Advisers' Costs** **We** may require **You** to change **Adviser**.
- f) The **Insurer** shall only be liable for **Advisers' Costs** for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.

- g) **You** shall supply all information requested by the **Adviser** and **Us**.
- h) **You** are responsible for all legal costs and expenses including **Adverse Costs** if **You** withdraw from the legal proceedings without **Our** prior consent. Any legal costs and expenses already paid under this insurance will be reimbursed by **You**.
- i) **You** must instruct the **Adviser** to provide **Us** with all information that **We** ask for and report to **Us** as **We** direct at their own cost.

## 2. Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a 51% or greater chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

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

## 3. Proportionality

**We** will only pay **Advisers' Costs** that are proportionate to the amount of damages that **You** are claiming in the **Legal Action**. **Advisers' Costs** in excess of the amount of damages that **You** are able to claim from **Your** opponent will not be covered.

## 4. Disputes

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

## 5. Fraud

In the event of fraud, the **Insurer**:

- a) Will not be liable to pay the fraudulent claim
- b) May recover any sums paid to **You** in respect of the fraudulent claim
- c) May cancel this policy with effect from the fraudulent act and keep all premiums paid
- d) Will no longer be liable to **You** in any regard after the fraudulent act.

## 6. Other Insurances

If any claim covered under this section of Your insurance is also covered by another legal expenses policy, or would have been covered if this policy did not exist, the **Insurer** will only pay its share of the claim even if the other insurer refuses the claim.

## 7. Cancellation

Your **right to cancel**:

**You** may cancel this insurance at any time by writing to **Your** insurance adviser providing 14 days written notice. If **You** exercise this right within 14 days of taking out this insurance, **You** will receive a refund of premium provided **You** have not already made a claim against the insurance. If **You** cancel at any time after the first 14 days, **You** will be entitled to a refund of premium proportionate to the unexpired term of this insurance provided that **You** have not made, and do not intend to make, a claim

The **Insurer's** right to cancel

The **Insurer** may cancel the insurance by giving 14 days' notice in writing to **You** at the address shown on the schedule, or alternative address provided by **You**. **You** will be entitled to a refund of premium proportionate to the unexpired term of this insurance provided that **You** have not made, and do not intend to make, a claim

The **Insurer** will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example:

- a) Where **We** have a reasonable suspicion of fraud
- b) **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers
- c) Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important information.

## 8. English Law and Language

This section of the contract is governed by English Law and the language for contractual terms and communication will be English.

## 9. Change in Law

Cover under this section of the policy is based on laws and regulations in force at the time that it was written. If **We** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **We** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

## CUSTOMER SERVICES INFORMATION HOW TO MAKE A CLAIM

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

Specialist lawyers are at hand to help **You**. If **You** need a lawyer or accountant to act for **You** and **Your** problem is covered under this insurance, the helpline will ask **You** to complete and submit a claim form online by visiting <https://claims.arclegal.co.uk>. Alternatively they will send a claim form to **You**. If **Your** problem is not covered under this insurance, the helpline may be able to offer **You** assistance under a private funding arrangement.

In general terms, **You** are required to notify **Us** of any potential claim or circumstances which may give rise to a claim as soon as possible. If **You** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the **Legal Helpline**. Please note that any avoidable delay in notifying any claim may result in a claim being declined.

## Privacy and Data Protection Notice

(For the purpose of this Privacy and Data Protection Notice only, 'We' means Arc Legal Assistance and the **Insurer**)

### 1. Data Protection

Arc Legal Assistance and the **Insurer** are committed to protecting and respecting **Your** privacy in accordance with the current **Data Protection Legislation** ("Legislation"). Below is a summary of the main ways in which **We** process **Your** personal data,

for more information please visit [www.arclegal.co.uk](http://www.arclegal.co.uk) and [www.amtrusteurope.com](http://www.amtrusteurope.com)

### 2. How We Use Your Personal Data and Who We Share it With

**We** may use the personal data **We** hold about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. **We** will also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

### 3. Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** notice.

### 4. Disclosure of Your Personal Data

**We** may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

### 5. International Transfers of Data

The personal data that **We** collect from **You** may be transferred to, processed and stored at, a destination outside the UK and European Economic Area ("EEA"). **We** currently transfer personal data outside of the UK and EEA to the USA and Israel. Where **We** transfer **Your** personal data outside of the UK and EEA, **We** will take all steps necessary to ensure that it is treated securely and in accordance with this privacy notice and the Legislation.

### 6. Your Rights

**You** have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

### 7. Retention

**Your** data will not be retained for longer than is necessary, and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or our business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning **Our** use of **Your** personal data, please contact The Data Protection Officer, AmTrust International - please see website for full address details.

## Customer Service

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

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

### Our contact details are:-

Arc Legal Assistance Ltd  
PO Box 8921  
Colchester  
CO4 5YD  
Tel: 01206 615000  
Email: [customerservice@arclegal.co.uk](mailto:customerservice@arclegal.co.uk)

### The Financial Ombudsman Service contact details are:-

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR  
Telephone: 0800 023 4567 (calls to this number are free on mobile phones and landline) or 0300 123 9123 (Calls to this number cost no more than calls to 01 and 02 numbers.)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

## Compensation

The **Insurer** is covered by the Financial Services Compensation Scheme (FSCS). If it fails to carry out its responsibilities under this section of the policy, **You** may be entitled to compensation from the Financial Services Compensation Scheme. Information about

the scheme is available at [www.fscs.org.uk](http://www.fscs.org.uk) or by phone on 0800 678 1100 or 020 7741 4100

## Authorisation

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

This policy is underwritten by AmTrust Europe Limited, Registered Office: Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at [www.fca.org.uk](http://www.fca.org.uk).

Insurance Quote and Renewals Enquiries

0800 035 8258

Contents and Tenancy Liability Claims  
Line

0330 333 7230

Legal Assistance Claims Line

0344 770 1040

Or visit us online:

[homelet.co.uk/tenants](http://homelet.co.uk/tenants)

Address:

HomeLet

Hestia House

Unit 2

Edgewest Road

Lincoln

LN6 7EL