

Abode

Listed Property Insurance

Part of **HOWDEN**

PREMIER THATCH WORDING





Introduction

I am delighted you have chosen Howden to arrange your insurances. As your insurance broker, we take our responsibility extremely seriously. Nobody wants to claim on their insurance policy, but if you do, I want you to feel that we have done everything we can to help you through the experience. If you ever find any part of our service less than first class, please get in touch with me personally.



A handwritten signature in black ink that reads "Mark Daines". The signature is written in a cursive, flowing style.

MARK DAINES

Director

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Premier Thatch Insurance

This insurance has been designed specifically to give cover for a **private residence** and its **contents**. It is intended to be clear in language and layout but it is important that **you** understand the extent of cover provided by **us** and **your** own obligations in order to receive the full benefit of this insurance.

We, the **insurer(s)** for the individual Sections are as shown on **your** Schedule. **Our** obligations and liabilities are several and not joint and are limited solely to the extent of **our** individual subscriptions. **We** are not responsible for the subscription of any co-subscribing **insurer** who for any reason does not satisfy all or part of its obligations.

The written authority under the agreement number(s) stated on **your** Schedule allows Howden to issue this certificate on behalf of **us**.

We agree, to the extent and in the manner provided in this insurance, to pay **you** for any physical loss or physical damage or legal liability for accidents occurring during the **period of insurance** after **you** have proved such loss, damage or liability.

Please read this wording, together with **your** Schedule, paying particular attention to any endorsements. If it is incorrect, you should return it immediately for alteration.

You and **us** are the only parties to this insurance. No other person has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this insurance but this does not affect any right or remedy of a third party that exists or is available apart from this Act.

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

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

We, as stated on **your** Schedule, are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

This policy and other associated documentation is available in large print, audio and Braille. If **you** require this document in any of these formats, please contact Howden.

Important information

In deciding to accept this insurance and in settling the terms and premium, **we** have relied on the information **you** have given **us**.

You must take reasonable care when answering any questions **we** ask by ensuring that all information provided is accurate and complete.

You must tell **us**, as soon as possible, if there are any changes to the information set out in the Statement of Fact or on **your** schedule.

You must also tell **us** about the following changes:

- any intended alteration to, extension to or renovation of **your** property. However, **you** do not need to tell **us** about internal alterations to **your** property unless the value of the work is over £25,000 or **you** are creating an additional bedroom, bathroom or shower room;
- any change to the people **insured**, or to be **insured**;
- any change or addition to the **contents** or the property to be **insured** that results in the need to increase the **amounts insured** or the limits that are shown on **your** policy schedule;
- if **your** property is to be lent, let, sublet, or used for business purposes (other than occasional clerical work);
- if **you** purchase or acquire a **stove** or start to use a **stove** or open fire;
- if **your** property is to be **unoccupied** for any continuous period exceeding 30 days, or is not sufficiently furnished for normal living purposes or;

- if any member of **your** household or any person to be insured on this policy is charged with, or convicted of a criminal offence (other than motoring offences).

If **you** are in any doubt, please contact Howden.

When **we** are notified of a change **we** will tell **you** if this affects **your** policy. For example **we** may cancel **your** policy in accordance with the cancellation clause, amend the terms of **your** policy or require **you** to pay more for **your** insurance.

If **you** do not inform **us** about a change it may affect any claim **you** make or could result in **your** insurance being invalid.

Misrepresentation

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

If **we** establish that **you** were careless in providing **us** with the information **we** have relied upon in accepting this insurance and settling its terms and premium **we** may:

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

- amend the terms of **your** insurance. **We** may apply amended terms as if they were already in place if a claim has been adversely impacted by **your** misrepresentation;
- charge **you** more for **your** insurance or reduce the amount **we** pay on a claim in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you**;
- cancel **your** policy in accordance with the cancellation clause.

We will write to **you** if **we**:

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

Data Protection

It is understood by **you**, that any information provided to Howden regarding **you** will be processed by Howden in compliance with the provisions of the Data Protection Act 2018 or any replacement legislation, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

Complaints

Please refer to **your** Schedule for details of the complaints procedure.

Cancellation Clause – Applicable to the whole Policy

Your right to cancel

If **you** decide **you** do not wish to proceed, then **you** can cancel this insurance by writing to Howden within 14 days of either:

- i the date **you** receive **your** policy or renewal documentation; or
- ii the day of purchase or renewal of the contract

whichever is the later. Providing **you** have not made any claims, **we** will refund the premium.

To exercise **your** right to cancel **your** policy, please contact Howden.

If **you** do not exercise **your** right to cancel **your** policy it will continue and **you** will be required to pay the premium.

Following the expiry of the 14 day period **you** can cancel this insurance at any time by writing to Howden. **You** may be entitled to a proportional refund of premium but not if **you** have made a claim in the current **period of insurance**.

Our right to cancel

We will only cancel this policy or any part of it for a valid reason. These include but are not limited to the following:

- If **you** have not paid **us** the due premium within 30 days of the inception date **we** may cancel this insurance from the inception date by sending seven days' notice to **you** by registered post at **your** correspondence address;
- If **you** pay the premium by instalments and an instalment remains unpaid after 30 days, **we** may cancel this insurance from the date the last instalment was due by sending seven days' notice to **you** by registered post at **your** correspondence address. Under the Consumer Credit Act, in the event of an instalment default, **we** will write to **you** to give **you** the opportunity to pay **us**. If the payment is not subsequently received, the cancellation right will be invoked;
- Where **we** have identified serious grounds (such as the use or threat of violence or aggressive behaviour against **our** staff, contractors or property);
- There is a change in risk occurring which **we** are unable to insure;

- Non cooperation or failure to supply documentation **we** reasonably request; and this affects **our** ability to process a claim or defend **our** interests. See the 'Claims Procedure' section of the General Terms section in this policy wording;
- Where **you** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask. See 'Important Information' on page 5;
- Failure to take reasonable care of the property **insured**;
- Where **we** reasonably suspect fraud.

Where possible, **we** will try to seek an opportunity to resolve the matter with **you**.

If **we** cancel the policy under this section **you** will be entitled to a refund of the premium paid in respect of the cancelled cover, less a proportionate deduction for the time **we** have provided such, unless the reason for cancellation is fraud and/or **we** are legally entitled to keep the premium under the Consumer Insurance (Disclosure and Representations) Act 2012.

IMPORTANT NOTE: THE CONSUMER INSURANCE (DISCLOSURE AND REPRESENTATIONS) ACT 2012 SETS OUT SITUATIONS WHERE FAILURE BY A POLICYHOLDER TO PROVIDE COMPLETE AND ACCURATE INFORMATION REQUESTED BY AN INSURER ALLOWS THE INSURER TO CANCEL THE POLICY, SOMETIMES BACK TO ITS START DATE AND TO KEEP ANY PREMIUMS PAID.

Where **our** investigations provide evidence of fraud or a serious non-disclosure **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or when **you** provided **us** with incomplete or inaccurate information, which may result in **your** policy being cancelled from the date **you** originally took it out.

If a claim has been submitted or there has been any incident likely to give rise to a claim during the current **period of insurance**, no refund for the unexpired portion of the premium will be given.

This will not affect **your** right to make a claim for any event that happened before the cancellation date.

General Definitions – Applicable to Sections 1,2 & 3

Many of the words and phrases used in this wording have a special meaning in the context of this insurance. Where a word or phrase is in bold, please refer to the definitions below.

Amount insured	The maximum we will pay as shown on your Schedule. Unless stated otherwise, amounts apply to each incident of loss and will be available again in full to meet further claims provided you carry out our recommendations to prevent further loss or damage. The amount insured may be adjusted in accordance with policy terms and conditions.
Buildings	The private residence including decorations and fixtures and fittings, lifts, domestic fixed fuel tanks, swimming pools, terraces, patios, tennis courts, driveways, footpaths, bridges, decking, gazebos, pergolas, walls, gates, hedges, fences, septic tanks, manhole covers and other similar structures, all at the private residence and which belong to you or for which you are legally responsible.
Contents	<p>Household goods, fine art and antiques, all other personal possessions and property, tenants' and leaseholders' fixtures and fittings (including interior decorations, radio and television aerials, satellite dishes, their fittings and masts), all of which belong to you or for which you are legally responsible.</p> <p>The following property is not included within contents:</p> <ul style="list-style-type: none">• property used for business purposes other than office equipment and laptops normally kept at the private residence, with a maximum limit of £15,000• motor vehicles and their accessories, other than domestic gardening equipment• caravans and their accessories• trailers, (other than trailers up to 15 feet or 4.5 metres in length), and their accessories• watercraft, (other than rowing boats and dinghies up to 12 feet or 3.6 metres in length) and their accessories• aircraft and their accessories• animals• money and credit cards
Computer virus	A set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise that propagate themselves through a computer system or network of whatsoever nature.
Credit cards	Credit, debit, charge, cheque, bankers' or cashpoint cards.

Fine art and antiques	<p>Including but not limited to: furniture, paintings, drawings, etchings, prints, photographs, rugs, tapestries, manuscripts, books, porcelain, sculpture, medals, stamps or coins forming part of a collection, articles made of precious metals or precious stones, gold and silver plated items, and all other collectible property which belongs to you or for which you are legally responsible.</p> <p>Jewellery, watches, furs and guns are not included within fine art and antiques.</p>
Heave	Expansion or swelling of the land beneath the buildings resulting in upward movement.
Landslip	Movement of land down a slope.
Money	Cash, cheques, postal orders, unused postage stamps, savings stamps and certificates, premium bonds, luncheon and gift vouchers, season tickets, travel tickets, travellers' cheques and phone cards, all held for social, domestic or charitable purposes.
Outdoor items	Garden furniture, swimming pool covers and equipment, fixed recreational toys, barbecues, ornaments, statues and other similar items normally left outdoors.
Period of insurance	The time for which this insurance is in force as shown on your Schedule.
Personal possessions	<p>Jewellery, watches, furs, mobile phones, passports, driving licenses, guns, baggage, clothing and other similar items customarily carried about the person which belong to you or for which you are legally responsible.</p> <p>Fine art and antiques, money and credit cards are not included within personal possessions.</p>
Private residence	The dwelling(s), greenhouses and outbuildings situated at the address shown on your Schedule including garages and carports comprising part of that address.
Professionally	An individual or company who is a member of a recognised professional trade body acting in accordance with the professional standards of that trade body.
Settlement	Downward movement of the land beneath the buildings as a result of compaction due to the weight of the buildings .

Stove	Woodburning, solid fuel, multi fuel or any other stove that produces a heat output of over 200 degrees Celsius excluding Agas.
Subsidence	Downward movement of the land beneath the buildings that is not a result of settlement .
Terrorism	<p>Any act(s) of any person(s) or organisation(s) involving:</p> <ul style="list-style-type: none"> • the causing, occasioning or threatening of harm of whatever nature and by whatever means; • putting the public or any section of the public in fear <p>In circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly, or partly, of a political, religious, ideological or similar nature.</p>
United Kingdom	England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, including transits in between.
Unoccupied	At the time of loss or damage the private residence has not been occupied at least once overnight during the preceding 30 consecutive days, or is not sufficiently furnished for normal living purposes.
We/us/our	The insurers as shown on your Schedule (either individual or corporate) who have a share in this insurance.
You/your/yourself	The person named as the policyholder on your Schedule and all permanent members of that person's household, including domestic staff who live in the private residence .

General Terms – Applicable to Sections 1-3

Claims procedure

A. You must tell Howden as soon as reasonably possible of any incident or accident, which may result in a claim under this insurance and give all necessary assistance **we** may require. If **you** do not then **we** shall not be liable to pay **your** claim. If **you** think a crime has been committed **you** must also report this to the police and obtain a crime reference number from them. If **you** do not, then **we** shall not be liable to pay **your** claim.

B.

- i If protection measures or temporary repairs are needed urgently to prevent further physical loss or physical damage, **you** must arrange for them to be done immediately. Keep all invoices or bills because they may form part of **your** claim.
- ii Before any other repair work begins **we** have the right to inspect the damaged property. **We** will tell **you** if **we** wish to do so.
- iii **You** must prove the loss or damage has occurred and give **us** all the cooperation **we** need. To help prove **your** claim **we** may require **you** to provide original purchase receipts, invoices, bank or **credit card** statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds of **your** property, or **we** may require **you** to obtain estimates for the replacement or repair of damaged property.

We will only ask for information relevant to **your** claim and **we** will pay for any reasonable expenses **you** incur in providing **us** with the above information as part of **your** claim.

If **you** do not, **we** shall not be liable to pay **your** claim.

C. You must send to Howden immediately every writ, summons, legal process or letter **you** receive if someone is holding **you** responsible for causing injury or disease, or damage to their property. If **you** do not do so, or if **you** admit liability or enter into negotiations or make an offer or promise of payment without **our** written consent, **we** shall not be liable to pay **your** claim.

D. We can take over and deal with, in **your** name (but at **our** expense), the defence or settlement of any claim. **We** can also start proceedings in **your** name to recover for **our** benefit the amount of any payment made under this insurance.

Payment of claims

Excess Agreement

In the event of an incident that requires a claim to be made under more than one Section of this policy, **we** will only apply one excess. However, should the excess amounts vary, the excess to be applied will be the higher.

False Claims

If **your** claim is in any way dishonest or exaggerated **we** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you**.

Reinstatement

We will not reduce the **amount insured** shown on **your** Schedule following a claim provided **you** agree to carry out **our** recommendations to prevent further loss or damage.

This cover is only applicable under Section 1.

General Conditions – Applicable to Sections 1-3

This insurance applies to physical loss or physical damage, or legal liability for accidents, occurring during the **period of insurance**.

We shall not be liable to pay any claim under this insurance unless you:

- A.** use all reasonable efforts to maintain the **amount insured** at full value which is:
- i** for **buildings**: the estimated cost of rebuilding if the **buildings** were destroyed, including associated fees and expenses (this is not the same as the market value).
 - ii** for **contents**: the current cost as new (less a reduction for wear and tear for clothing).
 - iii** for items of **fine art and antiques**: the current market value.
 - iv** for **personal possessions**: the purchase price or the current market value (less a reduction for wear and tear for clothing).
- B.** take reasonable steps to safeguard against accident, injury, loss or damage and maintain all the **insured** property in good condition and repair.

C. have paid the premium.

We shall not be liable to pay any claim for loss or damage caused by fire under this insurance unless you:

- D.** tell Howden immediately if **you**:
- i** start to use a **stove** or open fire which has previously been confirmed to **us** as unused or dormant;
 - ii** purchase or acquire a stove during the **period of insurance**.
- E.** keep all chimneys:
- i** to open fires in a good state of repair, and ensure they are **professionally** cleaned along the entire length at least once a year before winter use. If **you** have a spark arrester fitted it must also be thoroughly cleaned at the same time as the chimney.
 - ii** to **stoves** or burners in a good state of repair and ensure that they are **professionally** cleaned along the entire length at least twice a year, once before and once during winter use. If **you** have a spark arrester fitted it must also be thoroughly cleaned at the same time as the chimney.
 - iii** to **stoves** or burners **professionally** lined and insulated.

- F.** have all chimneys to **stoves** or burners inspected by a HETAS registered company at least once every three years. A copy of the inspection is to be provided to Howden after each inspection.
- G.** ensure all old thatch and thatching is taken away from the site for burning, or burnt more than 100 metres from the **private residence**.
- H.** ensure that no bonfires/incinerators within **your** control are lit within 100 metres of the **private residence**.
- I.** ensure that no naked flames, or tools producing naked flames, are used in the attic or loft space at any time.
- J.** have the electricity supply system inspected and tested at least once every five years, or as stated on the current Electrical Certificate if sooner, by a contractor approved by any registered electrical trades body. Any faults found must be corrected in line with regulations of the Institute of Electrical Engineers. A certificate of compliance issued by the Inspector is to be produced and provided to Howden after each inspection.
- K.** ensure that no halogen lighting (excluding down lighters), whether fixed or unfixd is used in the attic or loft space.
- L.** ensure that at least one fully working water or foam fire extinguisher is on each level of the property, and a fire blanket and a 2kg dry powder, or CO2 extinguisher is in each kitchen.
- M.** ensure that a smoke detector is fitted at the highest accessible point of the roof void.

We shall not be liable to pay any claim for loss or damage caused by storm, ingress of water or weight of snow under this insurance unless you:

- N.** ensure that all thatch is checked by a suitably qualified thatcher at least once every ten years and any recommendations complied with immediately.

IF YOU FAIL TO COMPLY WITH THE ABOVE CONDITIONS, ANY CLAIM SUBMITTED MAY BECOME INVALID

General Exclusions – Applicable to Sections 1-4

Exclusions

This insurance does not cover:

A. Loss or damage caused by escape of water from, or frost damage to, fixed water tanks, apparatus and pipes between 1st November and 30th April unless **you** keep the **private residence** heated to a minimum and continuous temperature of at least 10 degrees Celsius or shut off and drain fixed water tanks, apparatus and pipes.

B. Loss or damage caused by theft, or attempted theft at the **private residence** while any part of the **buildings** is let or sublet, unless violence has been used to gain entry or exit.

C. Loss, damage, or liability, arising directly or indirectly from nuclear reaction, nuclear radiation or radioactive contamination, however such nuclear reaction, nuclear radiation or radioactive contamination may have been caused.

D. Loss or damage caused by wear and tear or gradual deterioration.

E. Loss, damage, or liability, directly or indirectly occasioned by, happening through or in consequence of war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.

F. Loss or damage or liability caused by or resulting from confiscation, nationalisation, requisition or destruction of or damage to property by or under the order of any government or public or local authority.

G. Any claim where, but for the existence of this insurance, **you** would be entitled to be paid under any other policy.

H. Loss or damage caused by or resulting from misuse, faulty workmanship, defective design or the use of faulty materials.

I.

- i Loss of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
- ii Any legal liability of whatsoever nature; directly or indirectly caused by or contributed to by or arising from:

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

J. Biological and Chemical Contamination Clause

We will not pay for:

- i Loss of or damage to any property whatsoever, or any loss or expenses whatsoever
- ii Any legal liability of whatsoever nature
- iii Death or injury to any person

directly or indirectly caused by, or contributed to, or arising from biological or chemical contamination due to or arising from:

- terrorism; and/or
- steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism

For the purposes of this exclusion "terrorism" means any act(s) of any person(s) or organisation(s) involving:

- the causing, occasioning or threatening of harm of whatever nature and by whatever means
- putting the public or any section of the public in fear

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

Section 1 – Buildings and Contents

Basis of claims settlement

Indexation

We will adjust the **amount insured** for **Buildings** and **Contents** each month, according to an appropriate index at no additional premium. However, at each renewal the premium due will be calculated on the revised **amount insured**.

Buildings

We will pay the cost of rebuilding or repairing the lost or damaged **buildings** including the following necessary and reasonable expenses incurred in rebuilding or repair, but not exceeding the **amount insured**:

- i fees to architects, surveyors and consulting engineers;
- ii the cost of clearing the site and making the **buildings** safe;
- iii the cost of complying with any government or local authority requirement, unless notice was served on **you** before the date of loss or damage, and provided the **buildings** were originally built in accordance with any government or local authority requirements in force at the time.

We will not pay the cost of replacing any undamaged part of the **buildings** solely because it forms part of a set, suite or one of a number of items of a similar nature, colour or design.

We will normally require rebuilding or repairs to be carried out, but if **you** and **we** agree that it is not reasonable to do so, **we** will instead pay **you** an amount, which **we** both consider fair, up to the **amount insured**.

Adequacy of Sum Insured ("Average Clause")

If **you** are underinsured, which means the cost of rebuilding the **buildings** at the time of loss or damage is more than **your amount insured** for the **buildings**, then **we** will only pay a proportion of the claim. For example, if **your amount insured** only covers one half of the cost of rebuilding the **buildings**, **we** will only pay one half of the cost of repair or replacement.

Buildings Valuation or Appraisal

If **you** have had a **professional buildings** valuation or had a **building** sum insured appraisal carried out by **insurers** in the last three years prior to the start of the current **period of insurance**, then the Adequacy of Sum Insured (Average Clause) is deleted. In addition, the **amount insured** for **buildings** is automatically increased by a further 10%. This is subject to **you** having amended the **amount insured** in accordance with the advice of the surveyor or appraiser, and to the **amount insured** having been subsequently index-linked at least annually.

Full Payment

Upon settlement of a claim for an item, pair or set **we** reserve the right to take ownership of the damaged item itself and the remaining parts of the pair or set.

Recovered Property

If **we** recover any of **your** property for which **we** have paid **you** a claim, **we** will write to **you** at **your** last known address and **you** can buy it back from **us** within 60 days at the lesser of:

- i the amount of the settled claim plus interest and loss adjustment and recovery expenses, or
- ii the fair market value at the time of recovery, as determined by **us**.

Contents

We will decide whether to repair or replace the lost or damaged item, or to make a cash settlement based on the replacement cost. There will be no deduction for wear and tear other than for clothes where **we** will make an appropriate reduction.

We will not pay the cost of replacing any undamaged item solely because it forms part of a set, suite or is one of a number of items of a similar nature, colour or design.

The most **we** will pay for the following items, which are included within the total **amount insured** for **contents**, is:

- for £10,000 of personal property belonging to any permanent member of **your** household in full time education while they are staying away from the **private residence**, but limited to £1,000 any one item unless individually specified.
- for gold, silver, jewellery, watches or furs £5,000 in all for each incident of loss but limited to £2,500 any one item.
- for **outdoor items** £5,000 in all for each incident of loss.
- for personal documents or title deeds £2,500 in all for each incident of loss.
- for coins and stamps forming part of a collection £1,500 in all for each incident of loss.
- for computer software £1,000 in all for each incident of loss.

Section 1 – Buildings and Contents

<p>The cover</p> <p>Please refer to your Schedule to see if your buildings and contents are both covered. You should note that the General Terms, including Claims Procedure, Payment of Claims, General Conditions and General Exclusions, all apply to this Section.</p> <p>A. Buildings and Contents</p> <p>The buildings and the contents while in the private residence, including outdoor items to a total of £5,000 while at the private residence, are insured against physical loss or physical damage directly caused by the following circumstances:</p> <p>i Fire, lightning, explosion or earthquake.</p>	
<p>ii Storm, flood or weight of snow.</p>	<p>We do not cover, in respect of point ii. loss of or damage to:</p> <p>i swimming pool covers and equipment, gates (other than electronic gates) hedges and fences;</p> <p>ii buildings caused by subsidence, ground heave or landslip other than as covered under ix. of this Section.</p>
<p>iii Escape of water from and frost damage to fixed water tanks, apparatus and pipes.</p>	<p>We do not cover, in respect of point iii. loss of or damage to:</p> <p>i swimming pools, swimming pool covers and equipment;</p> <p>ii buildings caused by subsidence, ground heave or landslip other than as covered under ix. of this Section.</p>
<p>iv Leakage of oil or gas from any fixed domestic heating system.</p>	
<p>v Smoke.</p>	<p>We do not cover, in respect of point v. loss or damage arising from gradually operating causes.</p>
<p>vi Theft or attempted theft.</p>	
<p>vii Collision or impact involving:</p> <p>a. any vehicle, aircraft or other aerial devices (including anything dropped from them) or animal;</p> <p>b. aerials, satellite dishes or their fittings;</p> <p>c. falling trees, branches, telegraph poles, pylons or lamp posts.</p> <p>viii Riots, violent disorder, civil commotion, labour disturbances, vandalism and acts of malicious persons.</p>	<p>We do not cover, in respect of point vii. c. loss or damage:</p> <p>i caused by lopping, topping or felling on your own property;</p> <p>ii to gates, hedges or fences.</p>

Section 1 – Buildings and Contents

<p>ix Subsidence or ground heave of the site on which the buildings stand or landslip.</p>	<p>We do not cover, in respect of point ix.:</p> <ul style="list-style-type: none"> i the first £1,000 of each incident of loss; ii any claim which, but for the existence of this insurance, would have been compensated under any contract, legislation or guarantee; iii loss or damage: <ul style="list-style-type: none"> a. to domestic fixed fuel tanks, swimming pools, terraces, patios, tennis courts, driveways, footpaths, walls, gates, hedges and fences unless the main building is also damaged at the same time; b. while the buildings are undergoing demolition, extension, structural alteration or structural repair; c. caused by river or coastal erosion; d. caused by defective design, faulty workmanship, or the use of defective materials; e. to solid floors unless the walls are physically damaged at the same time.
<p>x The Emergency Services gaining access to the private residence.</p>	
<p>B. Glass and sanitary ware</p> <p>Accidental breakage of fixed glass and double glazing (including the cost of replacement frames), mirrors, glass tops, glass in furniture, solar panels, fixed sanitary ware and ceramic hobs.</p>	
<p>C. TV, audio and video equipment, personal computers, home office equipment</p> <p>Accidental damage by external and visible means to radios, televisions, audio or video equipment, aerials, satellite dishes, personal computers or home office equipment while in the private residence.</p>	<p>We do not cover, in respect of subsection C:</p> <ul style="list-style-type: none"> i loss or damage directly caused by cleaning, maintenance or repair or any similar process; ii mechanical or electrical fault or electronic or computer breakdown; iii loss or damage to data from any cause whatsoever.
<p>D. Digital media</p> <p>We will pay for the cost of replacing digital media that you have purchased and stored on your home computer, which is lost or damaged by any circumstances described in Section 1. A. i. to viii.</p>	<p>We will not pay for the cost of reconstituting any films, tapes or discs or rewriting of any stored information. The most we will pay for any one loss is £1,000.</p>

Section 1 – Buildings and Contents

<p>E. Underground pipes and cables</p> <p>Accidental damage to domestic oil pipes, underground service pipes and cables, sewers and drains for which you are legally responsible.</p>	
<p>F. Loss of Oil, Metered Gas or Metered Water</p> <p>Additional metered water charges, metered gas charges or the cost of oil lost from heating systems incurred by you, following physical loss or physical damage caused accidentally or by any of the circumstances described in Section 1. A. Buildings and Contents</p>	<p>We do not cover, in respect of subsection F:</p> <ul style="list-style-type: none">i loss of oil, any amount in excess of £2,500 each incident of loss.ii loss of metered water, any amount in excess of £5,000 each incident of loss.
<p>G. Finding a leak</p> <p>We will pay reasonable costs you incur to find the point of escape of:</p> <ul style="list-style-type: none">i a domestic heating fuel leak within your home, or a water leak from your permanent internal plumbing or heating system, which is likely to cause insured damage to the buildings, contents or fine art and antiques;ii a water leak from the underground service pipes for which you are legally responsible outside the private residence but at the address shown on your Schedule.	<p>We do not cover:</p> <ul style="list-style-type: none">i any amount in excess of £10,000 each claim;ii a leak which does not first commence during the period of insurance.
<p>H. Temporary removal</p> <p>Contents while temporarily removed from the private residence shown on your Schedule are insured against physical loss or physical damage directly caused by any circumstances that would be covered by Section 1. A. while in, or in transit to or from:</p> <ul style="list-style-type: none">i any building which is occupied for residential or for business use;ii any furniture depository;iii any bank or safe deposit. <p>Contents are also insured elsewhere but in these circumstances cover is limited to physical loss or physical damage directly caused by fire, lightning, explosion or earthquake.</p>	<p>We do not cover, in respect of subsection H. loss or damage:</p> <ul style="list-style-type: none">i to money and credit cards;ii to contents in a furniture depository in excess of a total of 20% of the amount insured for contents;iii to an item in transit not adequately packed and secured given the nature of the item and the means of transport;iv occurring outside the United Kingdom;v to contents belonging to or the responsibility of any student member of your household:<ul style="list-style-type: none">a. in excess of £1,000 any one item, pair or set and £10,000 in all for any one incident of loss;b. due to theft or attempted theft unless violence has been used to gain entry or exit;c. from, in or on any unattended vehicle.

<p>I. House removal</p> <p>Your contents are insured against physical loss or damage during removal from your existing private residence to your new private residence directly caused by any circumstances that would be covered under Section 1. A. If you use a professional removal company, the cover provided by the Accidental Damage Extension will apply, whether or not the Accidental Damage Extension is shown as included on your Schedule.</p>	
<p>J. Bicycles</p> <p>Your bicycle(s) and its (their) accessories are insured against physical loss or physical damage anywhere in the world.</p>	<p>We do not cover, in respect of subsection J.:</p> <ul style="list-style-type: none"> i any amount in excess of £1,500 each incident of loss; ii electrical or mechanical fault or breakdown; iii loss or damage to tyres, lamps or other accessories unless the bicycle is lost or damaged at the same time; iv theft or attempted theft of unattended bicycles unless in a locked building or locked to an immovable object.
<p>K. Rent</p> <p>We will pay rent which you are either:</p> <ul style="list-style-type: none"> i unable to recover as landlord; or ii liable to pay as a tenant; <p>while the private residence cannot be lived in due to physical loss or physical damage covered under this insurance occurring during the period of insurance or while the local authority denies you access to it.</p>	<p>We do not cover, in respect of subsection K. any period in excess of two years.</p>
<p>L. Alternative accommodation</p> <p>We will cover the reasonable and necessary cost of alternative accommodation while the private residence cannot be lived in due to physical loss or physical damage covered under this insurance occurring during the period of insurance or while the local authority denies access to it.</p>	<p>We do not cover, in respect of subsection L. any period in excess of two years.</p>

Section 1 – Buildings and Contents

<p>M. Replacement locks</p> <p>If the keys to external doors, windows, safes or alarms or remote controls to garage doors of the private residence are lost or stolen, we will pay the cost of changing the locks and replacing keys and remote controls.</p>	<p>We do not cover, in respect of subsection M an amount in excess of £5,000 each incident of loss.</p>
<p>N. Fatal injury</p> <p>If you suffer physical injury as a result of fire or violence by burglars at the private residence, during the period of insurance and the injury proves fatal within 12 months, we will pay £50,000 (or £5,000 if under 16) for each insured person so injured.</p>	
<p>O. Selling your home</p> <p>If you are selling the buildings covered under this insurance, we will extend the benefit of the cover, for the buildings only, to the buyer from the time you exchange contracts to the time the sale is complete, provided the buyer is not insured by, or does not have the benefit of, any other insurance.</p>	
<p>P. Garden</p> <p>In the event of physical loss or physical damage during the period of insurance to your garden caused by any of the circumstances described by Section 1. A. i. vi. vii. and viii. (explosion, earthquake, fire, lightning, collision or impact, theft or vandalism) or any physical loss or physical damage caused by escape of oil from heating systems or by the Emergency Services we will pay for reinstatement of that garden, including reasonable labour costs, but we will only pay those costs to restore the garden to the condition it was immediately before the loss or damage.</p>	<p>We do not cover any amount in excess of:</p> <ul style="list-style-type: none">i £1,500 each incident of loss;ii £250 any one item
<p>Q. Fridge and freezer contents</p> <p>Your fridge and freezer contents are insured against loss or damage due to:</p> <ul style="list-style-type: none">i a rise or fall in temperature;ii fumes from your fridge or freezer.	<p>We do not cover, in respect of subsection Q:</p> <ul style="list-style-type: none">i any amount in excess of £1,000 each incident of loss;ii the deliberate act of the supply authority or the exercise by any such authority to withhold or restrict supply;iii failure of supply due to strikes or any other withdrawal of labour by employees of the supply authority.

R. Fixed and unfixed building materials

We will provide cover in the event of physical loss or physical damage caused by any of the circumstances described by Section 1. A. i. – viii. to fixed and unfixed building materials and supplies owned by **you** and kept secured within the grounds of the **private residence** for use in construction, maintenance, repair or alteration of **your** home.

If **we** have not been notified and provided with details of the materials and supplies prior to loss, the most **we** will pay, in any one **period of insurance** for any one claim will be £25,000 if **you** have cover for **buildings**.

All claims under this extension will be subject to a policy excess of £2,500.

If **you** have entered into a formal JCT or Minor Works contract for the work being undertaken and the value is less than £25,000, this policy will automatically extend to include any joint names requirements that are prescribed by the contract.

An additional premium may be payable to **us** on notification.

S. Marquees

We will decide whether to repair, replace or pay for a lost or damaged marquee. The most **we** will pay is the current market value up to £15,000.

T. Gifts

The **amount insured** for **contents** will be increased automatically at any time during the **period of insurance** to cover the value of presents **you** have bought but have not yet given and wedding presents bought for a member of **your** family and kept temporarily at the **private residence**.

However, gold, silver, jewellery and furs will only be covered up to a maximum of £5,000 in all at any one time..

Section 1 – Buildings and Contents

U. Acquisitions

The **amount insured** for **contents** may be increased by 25% to cover new acquisitions, provided **we** are notified within 60 days of such acquisition and an additional premium is paid. This allowance will be available in full again following each notification to **us**.

V. Optional Cover for Accidental Damage

The following cover is not automatically included, so **you** should check **your** Schedule to see whether it applies to **buildings** and/or **contents**.

The **buildings**, and the **contents** while at the **private residence**, including **outdoor items** to a total of £5,000 while at the **private residence**, are insured against accidental damage by external and visible means.

The following additional exclusions apply in respect of subsection V:

We do not cover:

- i damage to **buildings** or **contents** while any part of the **buildings** is lent, let or sublet other than to **your** relatives;
- ii damage caused by normal **settlement** or shrinkage of the **buildings**;
- iii mechanical, electrical or electronic computer fault or breakdown;
- iv damage caused by inherent defect, rust or oxidation, moth or vermin, warping or shrinkage, rot, fungus, mould or infestation;
- v damage caused by aridity, humidity, exposure to light or extremes of temperature;
- vi damage caused by alteration, extension, cleaning, repair, renovation, restoration or any similar process;
- vii damage to contact lenses, **money** and **credit cards**, plants, trees, shrubs, food or drink;
- viii damage caused by chewing, scratching, tearing or fouling by domestic pets;
- ix the cost of maintenance;
- x loss or damage to computer tapes, discs or software.

Section 2 – Fine Art & Antiques, Personal Possessions, Money and Credit Cards

Basis of claims settlement

Indexation

We will adjust the **amount insured** for **fine art and antiques** and **personal possessions** each month according to an appropriate index at no additional premium.

However, at each renewal the premium due will be calculated on the revised **amount insured**.

Full Payment

Upon settlement of a claim for an item, pair or set we reserve the right to take ownership of the damaged item itself and the remaining parts of the pair or set.

Recovered Property

If we recover any of your property for which we have paid you a claim, we will write to you at your last known address and you can buy it back from us within 60 days at the lesser of:

- i the amount of the settled claim plus interest and loss adjustment and recovery expenses, or
- ii the fair market value at the time of recovery, as determined by us.

For listed items that are lost or destroyed we will pay the **amount insured**. However, we will require you to prove to us the value of an item before we will pay for the loss or damage.

For any item not listed but included within the **amount insured** for **fine art and antiques** or for **personal possessions**, we will at our option repair, replace or pay for the lost or damaged article.

There will be no deduction for wear and tear other than for clothing where we will make an appropriate reduction.

If a listed item is partially damaged we will pay the cost of restoration plus any loss in value up to the value agreed by us for that item. If a partially damaged item is not listed and we decide to repair it we will also pay for any loss in value.

The most we will pay for any one item, pair or set of **fine art and antiques** which is not listed in the specification is £5,000.

The most we will pay for any one item, pair or set of **personal possessions** which is not listed in the specification is £2,500.

The cover

Please refer to **your** Schedule to see if **your fine art and antiques, personal possessions and money and credit cards** are covered.

You should note that the General Terms, including Claims Procedure, Payment of Claims, General Conditions and General Exclusions, all apply to this Section.

A. Fine Art

Fine art and antiques are insured against physical loss or physical damage while in the **private residence**.

B. Temporary Removal of Fine Art

Fine art and antiques are insured against physical loss or physical damage for up to 90 days while in, or in transit to or from, any building which is occupied for residential or for business use within the **United Kingdom**.

Fine art and antiques are also insured anywhere else in the **United Kingdom**, but cover is limited to physical loss or physical damage directly caused by fire, lightning, explosion or earthquake.

We do not cover, in respect of subsection A:

- i mechanical, electrical or electronic computer fault or breakdown;
- ii loss or damage caused by:
 - a. inherent defect, rust or oxidation, moth or vermin, warping or shrinkage, rot, fungus, mould or infestation;
 - b. repair, restoration, retouching or any similar process

We do not cover, in respect of subsection B:

- i any amount in excess of £100,000 each incident of loss;
- ii any amount in excess of £25,000 any one item, pair or set or the existing limit for an item, pair or set, whichever is the lesser;
- iii loss or damage over £2,500 from, in or on any unattended road vehicle. **We** do not cover theft of any item from an unattended road vehicle unless the item is kept in a locked luggage boot, concealed luggage compartment, or glove compartment and violence and force are used to gain entry to the vehicle.
- iv loss or damage caused to an item in transit not adequately packed and secured given the nature of the item and the means of transport.

C. Personal Possessions

Personal possessions are insured against physical loss or physical damage while anywhere in the world at any time during the **period of insurance**.

We do not cover, in respect of subsection C:

- i damage to sports equipment, other than guns, bicycles and golf equipment, while in use;
- ii damage to guns caused by rusting or bursting of barrels;
- iii loss of or damage to laptop computers:
 - a. of value in excess of £2,500 unless separately specified;
 - b. from, in or on any unattended vehicle;
 - c. during air travel unless carried as hand baggage;
- iv loss or damage to data or electronic or computer software from any cause whatsoever;
- v mechanical or electrical fault or breakdown;
- vi loss or damage caused by inherent defect, rust or oxidation, moth or vermin;
- vii loss or damage caused by cleaning, repair, renovation, restoration, retouching or any similar process;
- viii loss of jewellery and watches in excess of a total of £1,500 from baggage unless carried by hand under your personal supervision;
- ix loss or damage to contact, corneal or micro corneal lenses;
- x loss or damage over £2,500 from, in or on any unattended road vehicle. **We** do not cover theft of any item from an unattended road vehicle unless the item is kept in a locked luggage boot, concealed luggage compartment, or glove compartment and violence and force are used to gain entry to the vehicle.

D. Money and Credit Cards

Your money and **credit cards** are insured against physical loss or physical damage while anywhere in the world.

We will pay any amounts which **you** become legally liable to pay if **your credit cards** have been used without **your** permission after they have been lost or stolen, provided **you** comply with all terms under which the **credit cards** were issued.

We do not cover, in respect of subsection D:

- i any amount in excess of £750 each incident of loss;
- ii depreciation in value, or shortages caused by error or omission;
- iii losses which are not reported to the police within 24 hours after discovery.

E. Acquisitions

In respect of **fine art and antiques** and **personal possessions** the **amount insured** may be increased by 25% to cover new acquisitions, provided **we** are notified within 60 days of such acquisition and an additional premium is paid. This allowance will be available in full again following each notification to **us**.

Section 3 – Your Liabilities

If **your buildings** are covered under Section 1 of this insurance **you** are automatically insured for **your** liability as owner of the premises under Section 3. A. i. and **your** liability to **your** domestic employees under Section 3. C.

If **your contents** are covered under Section 1. of this insurance **you** are automatically insured for **your** liability as occupier of the premises under Section 3. A. i. and **your** personal liability under Section 3. A. ii. and **your** liability to **your** domestic employees under C. If **you** are a tenant and **your contents** are covered under Section 1. of this insurance, **you** are automatically insured for **your** legal liability as tenant under B.

You should note that the General Terms, including Claims Procedure, Payment of Claims, General Conditions and General Exclusions, all apply to this Section.

A. Your Liability to Others

i Your Liability as owner or occupier

We will indemnify **you** up to the **amount insured** against any claim for damages which **you** may become legally liable to pay for an accident occurring during the **period of insurance**, in or about the **private residence**, including roads, paths, allotments and paddocks, which causes bodily injury or disease or loss of or damage to property. A series of claims due to one accident will be treated as one claim.

We will also cover costs and expenses agreed by **us** incurred in the defence of the claim.

ii Your Personal Liability

We will indemnify **you** up to the **amount insured** against any claim for damages which **you** may become legally liable to pay for an accident occurring anywhere in the world during the **period of insurance** which causes bodily injury, or disease, or loss of, or damage to, property. A series of claims due to one accident will be treated as one claim.

We will also cover costs and expenses agreed by **us** incurred in the defence of the claim.

We do not cover liability, under subsection A:

- i for bodily injury to **you** or **your** employees;
- ii for loss of, or damage to, property which belongs to **you** or is in **your** or one of **your** employees' care;
- iii arising out of:
 - a. the ownership, occupation, possession or use of any land or building not situated at the **private residence**;
 - b. the transmission of any communicable disease or virus by **you**;
 - c. any business, profession or occupation;
 - d. any mechanically propelled vehicle, other than golf buggies or wheelchairs, anywhere in the world apart from the **United Kingdom**. The most **we** will pay in total for all such claims covered in the **period of insurance** is £1,000,000 including costs and expenses.
 - e. any golf buggies or wheelchairs while being used on a public road or in circumstances where any Road Traffic Act or similar legislation says that **you** must have motor liability insurance;
 - f. any mechanically propelled vehicle whilst racing, pacemaking or speed testing;
 - g. any aircraft or watercraft other than rowing boats, punts, canoes, windsurfers, surfboards and sailing dinghies up to 12 feet or 3.6 metres in length;
 - h. any animal other than domestic pets;
 - i any contract, unless **you** would have been liable by law if the contract had not existed.
- iv arising out of the pollution or contamination of air, water or soil unless:
 - a. **you** notify **us** of the accident which caused the pollution or contamination as soon as reasonably possible but in no event later than 60 days after the expiry of this insurance; and
 - b. **you** prove that the pollution or contamination was caused by a sudden, identifiable, unintended and unexpected discharge which immediately followed the accident. All pollution or contamination which arises out of one accident shall be considered to have occurred at the time the accident takes place.
- v for fines, penalties, or punitive or exemplary damages.
- vi for any dogs which are designated as dangerous under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1991, or Dangerous Dogs Amendment 1997 or any amending legislation.

Section 3 – Your Liabilities

B. Your Liability as Tenant

We will indemnify **you** against any claim for damages which **you** as tenant may become legally liable to pay for loss or damage to the **buildings** from any cause insured by Section 1, **Buildings** and **Contents** and occurring during the **period of insurance**.

The most **we** will pay is 35% of the **amount insured** for **contents** under Section 1 plus 15% of the **amount insured** under Section 2.

We do not cover liability, under subsection B:

- i for loss or damage caused by fire, lightning or explosion to the **buildings** other than landlord's fixtures and fittings;
- ii for loss or damage caused by riot, violent disorder, civil commotion, labour disturbances, vandalism and acts of malicious persons;
- iii arising while the **buildings** are insufficiently furnished for normal living purposes;
- iv arising from **subsidence**, ground **heave** of the site on which the **buildings** stand, or **landslip**.

C. Your Liability to your Domestic Employees

We will indemnify **you** up to the **amount insured** against any claim for damages which **you** may become legally liable to pay for an accident occurring during the **period of insurance** which causes bodily injury or disease to **your** domestic employees arising from the work they are employed to do for **you** in the **United Kingdom** or while on temporary trips abroad from the **United Kingdom**. A series of claims due to one accident will be treated as one claim.

We do not cover liability under subsection C:

- i arising out of any work for **you** other than domestic duties;
- ii in connection with any vehicle:
 - a. in the United States of America or Canada;
 - b. whilst being used for racing, speed testing or pacemaking;
- iii arising from **your** employees' work in the United States of America or Canada after their stay has exceeded 90 days in total in either or both of these countries in any **period of insurance**;
- iv arising out of:
 - a. The transmission of any communicable disease or virus by **you**.
- v fines, penalties, or punitive or exemplary damages.

D. Court Awards You Cannot Recover

If **you** have not received the full amount of any damages and taxed costs awarded to **you** during the **period of insurance** by any court of law in the **United Kingdom**, for bodily injury or disease, or property damage, within 3 months of the award, **we** will pay **you** the balance outstanding provided that:

- i **you** would have been covered under this Section had the position of **you** and the responsible party been reversed;
- ii the judgement is not subject to an appeal pending;
- iii **you** agree to allow **us** to enforce any rights and remedies, to which **we** shall become entitled upon making payment.

E. Defective Premises Act

We will pay any amounts **you** become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any previous residence which **you** occupied at the time of sale or disposal.

We do not cover liability for the cost of remedying any fault or alleged fault, in respect of subsection E.

Section 4 – Legal Expenses Definitions

Appointed Advisor	The A. solicitor, accountant, or other advisor (who is not a mediator), appointed by us to act on behalf of the insured ; B. mediator appointed by us to provide impartial dispute resolution in relation to a claim accepted by us .
Collective conditional fee agreement	A legally enforceable agreement entered into on a common basis between the appointed advisor and us to pay their professional fees on the basis of 100% “no-win no-fee”.
Conditional fee agreement	A legally enforceable agreement between the insured and the appointed advisor for paying their professional fees on the basis of 100% “no-win no-fee”.
Communication costs	The reasonable cost of UK phone calls, postage (including special delivery), photocopying or faxes and credit reports where the insured has taken advice from our Identity Theft Advice and Resolution Service and is advised to correspond with credit agencies, banks, credit card companies, financial service providers or other parties in order to repair their credit rating, restore their identity or resolve a dispute that has arisen from the use of personal information without permission to commit fraud or other crimes.
Domestic duties	Those duties relating to your private residence .
Domestic employee	Any person who is employed by you under a contract of service to assist in the running, care or maintenance of the home or look after anyone living in your main home or within the boundary of the property.
Geographical limits	For Insured Events C and F the United Kingdom , Channel Islands, the Isle of Man, countries in the European Union, Norway and Switzerland. For all other Insured Events, the United Kingdom , Channel Islands and the Isle of Man.
Insured	You , your partner and relatives permanently living with you in your main home, and/or any other property insured under Sections 1 and 2 of the policy wording, including any let properties. (The insurer will cover your children temporarily away from home for the purposes of higher education).
Insurer	ARAG Legal Expenses Insurance Company Limited.
Legal costs and expenses	A. Reasonable legal costs and disbursements reasonably and proportionately incurred by the appointed advisor on the standard basis and agreed in advance by us . The term “standard basis” can be found within the Courts’ Civil Procedure Rules Part 44. B. Reasonable experts’ reports, reasonably and properly incurred by the appointed advisor . C. In civil claims, other side’s costs, fees and disbursements where the insured has been ordered to pay them or pays them with our agreement. D. Reasonable accountancy fees reasonably incurred under Insured Event H by the appointed advisor and agreed by us in advance. E. The insured’s communication costs . F. The insured’s basic wages or salary under insured event J while attending court or tribunal at the request of the appointed advisor or whilst on jury service where lost wages or salary cannot be claimed back from the court or tribunal.

Section 4 – Legal Expenses Definitions

Private residence	The dwelling(s), greenhouses, outbuildings and other habitable permanent structures situated at the address shown on your Schedule.
Reasonable prospects of success	<p>A. Other than as set out in B. and C. below, a greater than 50% chance of the insured successfully pursuing or defending the claim and, if the insured is seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained. Under insured event C, there must be a greater than 50% chance of successfully defending the claim in its entirety.</p> <p>B. In criminal prosecution claims where the insured</p> <ul style="list-style-type: none">i. pleads guilty, a greater than 50% chance of successfully reducing any sentence or fine orii. pleads not guilty, a greater than 50% chance of that plea being accepted by the court. <p>C. In all claims involving an appeal, a greater than 50% chance of the insured being successful.</p>
We/us/our	ARAG plc.
You/your	The person(s) named in the Schedule to this policy.

Section 4 – Legal Expenses

THE COVER IN THIS SECTION OF THE POLICY IS ADMINISTERED BY ARAG PLC UNDER A BINDING AUTHORITY AGREEMENT WITH THE INSURER ARAG LEGAL EXPENSES INSURANCE COMPANY LIMITED.

ARAG PLC IS AUTHORISED AND REGULATED BY THE FINANCIAL CONDUCT AUTHORITY (FRN452369). REGISTERED ADDRESS: UNIT 4A, GREENWAY COURT, BEDWAS, CAERPHILLY CF83 8DW. REGISTERED IN ENGLAND. COMPANY NUMBER 02585818.

ARAG LEGAL EXPENSES INSURANCE COMPANY LIMITED IS AUTHORISED BY THE PRUDENTIAL REGULATION AUTHORITY AND REGULATED BY THE FINANCIAL CONDUCT AUTHORITY (FRN202106) AND THE PRUDENTIAL REGULATION AUTHORITY. REGISTERED ADDRESS: UNIT 4A, GREENWAY COURT, BEDWAS, CAERPHILLY CF83 8DW. REGISTERED IN ENGLAND AND WALES. COMPANY NUMBER 103274.

Additional benefits

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

Consumer Legal Services

Register today at www.araglegal.co.uk and enter the voucher code **AFE48BBE98B5** to access the law guide and download legal documents to help with consumer legal matters.

Legal and Tax Advice

0344 571 7976

If **you** have a legal or tax problem **we** recommend that **you** call **our** confidential legal and tax advice helpline. The legal advice helpline is open 24/7 and tax advice is available between 9am and 5pm on weekdays (except bank holidays). The advice covers personal legal matters within EU law and tax matters within the UK. **Your** query will be dealt with by a qualified specialist experienced in handling legal and tax related matters. Use of this service does not constitute reporting of a claim.

Identity Theft Advice and Resolution Service **0333 000 2083**

This provides:

- i an identity theft advice helpline available between 9am and 5pm weekdays (except bank holidays). This gives advice about keeping **your** identity secure and fraud prevention tips
- ii help with contacting the three credit reference agencies to review any incorrect information and amend or dispute any incorrect data if personal information is used without **your** permission to commit fraud or other crimes
- iii reimbursement of **communication costs** you will have to pay to reinstate **your** identity.

Counselling Assistance **0333 000 2082**

Our qualified counsellors will provide free confidential support and advice by phone to **you** or **your** family members who are suffering from emotional upset or feeling worried and anxious about a personal or work-related problem. This service is available 24 hours a day, 365 days of the year. Calls to the Counselling assistance service will not be recorded.

Policy

Following an Insured Event the **insurer** will pay the **insured's legal costs and expenses and communication costs** up to £150,000 for all claims related by time or cause, including the cost of appeals, provided that:

- A. the **insured** keeps to the terms of this section and cooperates fully with **us**
- B. the Insured Event happens within the **geographical limits**
- C. the claim
 - i always has **reasonable prospects of success**
 - ii is reported to us
 - a. during the period of insurance
 - b. as soon as the **insured** first becomes aware of circumstances which could give rise to a claim
- D. unless there is a conflict of interest the **insured** always agrees to use the **appointed advisor** chosen by **us** in any claim before proceedings have been or need to be issued
- E. any dispute will be dealt with by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory or licencing body; or mediation agreed with **us**.

A claim is considered to be reported to **us** when **we** have received the **insured's** fully completed claim form.

<p>The cover</p> <p>A. Employment</p> <p>A dispute with the insured's current, former or prospective employer relating to their contract of employment or related legal rights. A claim can be brought once all internal dismissal, disciplinary and grievance procedures as set out in the</p> <ul style="list-style-type: none"> i ACAS Code of Practice for Disciplinary and Grievance Procedures, or ii Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland <p>have been or ought to have been concluded.</p> <p>The insured is required to co-operate fully with ACAS regarding mediation and not do anything that hinders a successful outcome.</p>	<p>The Insurer does not cover any claim arising from or relating to:</p> <ul style="list-style-type: none"> i disputes arising solely from personal injury ii defending the insured other than defending an appeal iii legal costs and expenses for an employer's internal disciplinary process or an employee's grievance hearing or appeal iv a compromise or settlement agreement between the insured and their employer. We will be able to help the insured find a suitable solicitor who will assist the insured with this at their own expense.
<p>B. Disputes with domestic employees</p> <p>A dispute between you and your domestic employee that arises from</p> <ul style="list-style-type: none"> i their dismissal or alleged dismissal by you ii the terms of a contract of service and/ or occupancy agreement between you and your domestic employee iii an alleged breach of your domestic employee's legal rights under employment laws. 	<p>The Insurer does not cover any claim arising from or relating to:</p> <ul style="list-style-type: none"> i disciplinary hearings or internal grievance procedures ii personal injury iii you pursuing a claim against your domestic employee other than a claim to recover possession of a part of your home or other accommodation provided by you under a service occupancy agreement.
<p>C. Contract</p> <p>A dispute arising out of an agreement or alleged agreement which has been entered into by the insured for:</p> <ul style="list-style-type: none"> i buying or hiring consumer goods or services ii privately selling goods iii buying or selling your main home iv renting your main home as a tenant v the occupation of your main home under a lease. 	<p>The Insurer does not cover any claim arising from or relating to:</p> <ul style="list-style-type: none"> i loans, mortgages, pensions, or any other banking, life or long-term insurance products, savings or investments ii the insured's business activities, trade, venture for gain, profession or employment iii a settlement due under an insurance policy iv construction work, or the design, conversion or extension of any building where the dispute arises from: an agreement that <ul style="list-style-type: none"> a. exceeds; or b. is ancillary to another contract that exceeds; £10,000 in value, including VAT. v a contract involving a motor vehicle vi a dispute with any party other than the party with whom the insured has entered into an agreement or alleged agreement with.

D. Property

A dispute relating to visible property which the **insured** owns following:

- i an event which causes physical damage to the **insured's** visible property including **your** main home or **your** holiday home
- ii a public or private nuisance or trespass provided that where any boundary is in dispute, **you** have proof of where the boundary lies.

The **Insurer** does not cover any claim arising from or relating to:

- i The first £250 of any claim under Insured Event D ii. This is payable by the **insured** as soon as **we** accept the claim.
- ii Any claim relating to
 - a. a contract entered into by an **insured**
 - b. any building or land other than **your** main home or **your** holiday home
 - c. a motor vehicle
 - d. compulsory purchase, or demolition, restrictions, controls or permissions placed on **your** property by any government, local or public authority
 - e. defending any dispute under Insured Event D i. other than defending a counter claim or an appeal
 - f. a dispute with any party other than the person(s) who caused the damage, nuisance or trespass.

E. Planning appeals

An appeal to the Planning Inspectorate or equivalent competent authority following the refusal by **your** Local Planning Authority to grant planning permission following **your** request for approval provided that

- i **you** take all available steps to ensure planning permission is granted, such as consulting with the local authority prior to submitting **your** application
- ii **you** exhaust every alternative option to secure planning approval prior to launching a planning application appeal.

The **Insurer** does not cover any claim arising from or relating to:

- i **legal costs and expenses** in excess of £5,000
- ii planning applications **you** make which are not for land **you** already own at the site of **your** home or **your** holiday home.

F. Personal injury

A sudden event directly causing the **insured** physical bodily injury or death.

The **Insurer** does not cover any claim arising from or relating to:

- i a condition, illness or disease which develops gradually over time
- ii mental injury, nervous shock, depression or psychological symptoms where the **insured** has not sustained physical injury to their body
- iii defending any dispute other than an appeal.

<p>G. Clinical negligence</p> <p>A dispute arising from alleged clinical negligence or malpractice.</p>	<p>The Insurer does not cover any claim arising from or relating to:</p> <ul style="list-style-type: none"> i any claim relating to a contract dispute ii defending any dispute other than an appeal.
<p>H. Tax</p> <p>A formal enquiry into the insured's personal tax affairs provided that all returns are complete and have been submitted within the legal timescales permitted.</p>	<p>The Insurer does not cover any claim arising from or relating to:</p> <ul style="list-style-type: none"> i tax returns where HM Revenue and Customs levy a penalty or claim interest or which contain negligent misstatements ii a business or venture for gain of the insured iii where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the insured's financial arrangements iv any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland v an investigation by the Fraud Investigation Service of HMRC.
<p>I. Legal defence</p> <ul style="list-style-type: none"> i Work <ul style="list-style-type: none"> An alleged act or omission of the insured that arises from their work as an employee and results in: <ul style="list-style-type: none"> a. the insured being interviewed by the police or others with the power to prosecute b. a prosecution being brought against the insured in a court of criminal jurisdiction c. civil proceedings being brought against the insured under unfair discrimination laws. ii Motor <ul style="list-style-type: none"> A motoring prosecution being brought against the insured. iii Other <ul style="list-style-type: none"> A formal investigation or disciplinary hearing being brought against the insured by a professional or regulatory body. 	<p>The Insurer does not cover any claim arising from or relating to:</p> <ul style="list-style-type: none"> i owning a vehicle or driving without motor insurance or driving without a valid driving licence ii a parking offence.

J. Loss of earnings

The **insured's** absence from work to attend court, tribunal, arbitration or regulatory proceedings at the request of the **appointed advisor** or whilst on jury service which results in loss of earnings.

The **Insurer** does not cover any claim arising from or relating to:

- i loss of earnings in excess of £1,000;
- ii any sum which can be recovered from the court or tribunal.

K. Identity theft

A dispute arising from the use of the **insured's** personal information without their permission to commit fraud or other crimes provided the **insured** contacts **our** Identity Theft Advice and Resolution Service as soon as they suspect that their identity may have been stolen.

The **insurer** will not pay for any **money** claimed, goods, loans, or other property or financial loss or other benefit obtained as a result of the identity theft.

General exclusions applicable to section 4

The **insurer** does not cover any claim arising from or relating to:

- i **legal costs and expenses** and **communication costs** incurred without **our** consent
- ii any actual or alleged act or omission or dispute happening before, or existing at the start of this section of the policy and which the **insured** believed or ought reasonably to have believed could lead to a claim under this section of the policy
- iii an amount below £100
- iv an allegation against the **insured** involving:
 - assault, violence or dishonesty, malicious falsehood or defamation
 - the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials
 - illegal immigration
 - offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences)
- v a dispute between **your** family members
- vi an **insured's** deliberate or reckless act
- vii a judicial review
- viii a dispute arising from or relating to clinical negligence except as provided for in Insured Event G
- ix a dispute with **us** not dealt with under Disputes, or the **insurer** or the company that sold this policy
- x a group litigation order
- xi the payment of fines, penalties or compensation awarded against the **insured**
- xii a dispute where providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

General conditions applicable to section 4

Where the **insurer's** risk is affected by the **insured's** failure to keep to these conditions the **insurer** can cancel this section of **your** policy, refuse a claim or withdraw from an ongoing claim. The **insurer** also reserves the right to recover **legal costs and expenses** from the **insured** if this happens.

A. The insured's responsibilities

An **insured** must:

- i tell **us** immediately of anything that may make it more costly or difficult for the **appointed advisor** to resolve the claim in the **insured's** favour
- ii cooperate fully with **us**, give the **appointed advisor** any instructions **we** require, and keep them updated with progress of the claim and not hinder them
- iii take reasonable steps to claim back **legal costs and expenses, communication costs**, employment tribunal and employment appeal tribunal fees and, where recovered, pay them to the **insurer**
- iv minimise any **legal costs and expenses** and try to prevent anything happening that may cause a claim
- v allow the **insurer** at any time to take over and conduct in the **insured's** name, any claim.

B. Freedom to choose an appointed advisor

- i in certain circumstances as set out in B.ii. below the **insured** may choose an **appointed advisor**. In all other cases no such right exists and **we** shall choose the **appointed advisor**.
- ii the **insured** may choose an **appointed advisor** if:
 - a. **we** agree to start proceedings or proceedings are issued against an **insured**, or
 - b. there is a conflict of interest,
- iii where the **insured** wishes to exercise the right to choose, the **insured** must write to **us** with their preferred representative's contact details
- iv where the **insured** chooses to use their preferred representative, the **insurer** will not pay more than **we** agree to pay a solicitor from **our** panel and will pay only the costs that the **insurer** would have been liable to pay. (**Our** panel solicitor firms are chosen with care and **we** agree special terms with them which may be less than the rates available from other firms.)
- v if the **insured** dismisses the **appointed advisor** without good reason, or withdraws from the claim without **our** written agreement, or if the **appointed advisor** refuses with good reason to continue acting for an **insured**, cover will end immediately
- vi in respect of a claim under **Insured** Events A, C, F or G the **insured** enters into a **conditional fee agreement** or the **appointed advisor** enters into a **collective conditional fee agreement**, where legally permitted.

C. Consent

The **insured** must agree to **us** having sight of the **appointed advisor's** file relating to the **insured's** claim. The **insured** is considered to have provided consent to **us** or **our** appointed agent to have sight of their file for auditing and quality control purposes.

D. Settlement

- i the **insurer** has the right to settle the claim by paying the reasonable value of the **insured's** claim
- ii the **insurer** has the right to recover employment tribunal and employment appeal tribunal fees from a settlement agreement between the **insured** and an employer or ex-employer under Insured Event A
- iii the **insured** must not negotiate, settle the claim or agree to pay **legal costs and expenses** without **our** written agreement
- iv if the **insured** refuses to settle the claim following advice to do so from the **appointed advisor**, the **insurer** reserves the right to refuse to pay further **legal costs and expenses**
- v the **insured** must settle **communication costs** arising from Insured Event K in the first instance and make a receipted claim to **us** for reimbursement.

E. Barrister's opinion

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

F. Disputes

If any dispute between the **insured** and **us** arises from this section of the policy, the **insured** can make a complaint to **us** as described on the Complaints section of this policy and **we** will try to resolve the matter. If **we** are unable to satisfy the **insured's** concerns the **insured** can ask the Financial Ombudsman Service to arbitrate over the complaint.

G. Acts of Parliament, Statutory Instruments, Civil Procedure Rules

All legal instruments and rules referred to within this section of the policy shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation.

H. Other Insurance

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

I. Fraudulent Claims and Claims Tainted by Dishonesty

- i If an **insured** makes any claim which is fraudulent or false, the policy may become invalid and all benefit under it may be lost.
 - ii An **insured** shall at all times be entirely truthful, accurate and open in any evidence, disclosure or statement they give and shall act with complete honesty and integrity throughout. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that the **insured** has breached this condition and that the breach has:
 - a. affected **our** assessment of **reasonable prospects of success**, and/or
 - b. prejudiced any part the outcome of the **insured's** claim
- the **insurer** shall have no liability for **legal costs & expenses** incurred from the date of the **insured's** breach.

Claims procedure

If **you** need to make a claim **you** must notify **us** as soon as possible.

A. Under no circumstances should **you** instruct **your** own solicitor or accountant as the **insurer** will not pay any costs incurred without **our** agreement.

B. A claim can be made online at www.arag.co.uk/newclaims. Alternatively an **insured** can obtain a claim form by downloading one at www.arag.co.uk/newclaims or by calling **us** on **0330 303 1955** between 9am and 5pm weekdays (except bank holidays).

C. The completed application and supporting documentation can be submitted online or sent to **us** by email, or post. Further details are set out on **our** website. **We** will send **you** an acknowledgment by the end of the next working day after the claim is received.

D. Within five working days of receiving all the information needed to assess the availability of cover under this section of the policy, **we** will write to **you** either:

- i confirming the appointment of a qualified representative who will promptly progress the claim for **you**; or
- ii if the claim is not covered, explaining in full why and whether **we** can assist in another way.

E. When a solicitor is appointed they will try to resolve **your** dispute without delay, arranging mediation whenever appropriate. Matters cannot always be resolved quickly particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

Complaints

Contact **us** at:

The Customer Relations Department
ARAG plc
Unit 4a
Greenway Court
Bedwas, Caerphilly
CF83 8DW

Tel: 0117 917 1561

Email: customerrelations@arag.co.uk

If **we** are not able to resolve the complaint to **your** satisfaction then **you** can refer it to the Financial Ombudsman Service (FOS). They can be contacted at:

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

Tel: 0800 0234 567 or 0300 123 9123

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

The FOS's decision is binding upon the **insurer**, but **you** are free to reject it without affecting **your** legal rights.

Section 4(i) – Landlords’ Legal Definitions

Appointed Advisor	The solicitor or other advisor appointed by us to act on your behalf.
Insurer	ARAG Legal Expenses Insurance Company Limited.
Legal costs and expenses	<p>A. Reasonable legal costs, fees and disbursements reasonably and proportionately charged by the appointed advisor on the standard basis and agreed in advance by us. The term “standard basis” can be found within the Courts’ Civil Procedure Rules Part 44.</p> <p>B. Other side’s costs where you have been ordered to pay them or pay them with our agreement, except where you are prosecuted.</p> <p>C. Your basic wages or salary from your work as an employee while attending court at the request of the appointed advisor where your employer does not pay you for time lost. The maximum the insurer will pay is £100 per day and £1,000 in total.</p> <p>D. Accommodation and/or storage costs for Insured Event D.</p>
Private residence	The dwelling(s), greenhouses, outbuildings and other habitable permanent structures situated at the address shown on your Schedule.
Property	The residential property shown in your schedule to which this policy attaches and which is located in England, Wales, Scotland or Northern Ireland.
Reasonable prospects of success	<p>A. Other than as set out in B. and C. below, a greater than 50% chance of successfully pursuing your claim against another person. If you are seeking damages or compensation, there must also be a greater than 50% chance of enforcing any judgment that might be obtained.</p> <p>B. In criminal prosecution claims where you</p> <ul style="list-style-type: none">i plead guilty, a greater than 50% chance of successfully mitigating your sentence or fine orii plead not guilty, where there is a greater than 50% chance of that plea being accepted by the court. <p>C. In all claims involving an appeal, where you have a greater than 50% chance of being successful.</p>

Tenancy agreement	<p>An agreement to let your property:</p> <p>A. under an assured shorthold tenancy; or</p> <p>B. under a short assured tenancy; or</p> <p>C. under an assured tenancy;</p> <p>as defined by the Housing Act 1988 as amended by the Housing Act 1996 and the Assured Tenancies (Amendment) (England) Order 2010 or the Housing (Scotland) Act.</p> <p>D. in accordance with the Private Tenancies (Northern Ireland) Order 2006; or</p> <p>E. to a limited company or business partnership for residential purposes by its employees</p> <p>F. where you live at your property and have one or two written licence agreement(s) which contain(s) a termination clause.</p>
We/us/our	ARAG plc.
You/your	The person(s) named in the schedule and/or any person or business appointed as their agent to manage the letting of the named person's property to the extent that any such agent has acted on behalf of the person named in the schedule.

Section 4(i) – Landlords’ Legal

THE COVER IN THIS SECTION OF THE POLICY IS ADMINISTERED BY ARAG PLC UNDER A BINDING AUTHORITY AGREEMENT WITH THE INSURER ARAG LEGAL EXPENSES INSURANCE COMPANY LIMITED.

ARAG PLC IS AUTHORISED AND REGULATED BY THE FINANCIAL CONDUCT AUTHORITY (FRN452369). REGISTERED ADDRESS: UNIT 4A, GREENWAY COURT, BEDWAS, CAERPHILLY CF83 8DW. REGISTERED IN ENGLAND. COMPANY NUMBER 02585818.

ARAG LEGAL EXPENSES INSURANCE COMPANY LIMITED IS AUTHORISED BY THE PRUDENTIAL REGULATION AUTHORITY AND REGULATED BY THE FINANCIAL CONDUCT AUTHORITY (FRN202106) AND THE PRUDENTIAL REGULATION AUTHORITY. REGISTERED ADDRESS: UNIT 4A, GREENWAY COURT, BEDWAS, CAERPHILLY CF83 8DW. REGISTERED IN ENGLAND AND WALES. COMPANY NUMBER 103274.

Additional

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

Landlords’ Legal Services

Register today at www.araglegal.co.uk and enter the voucher code **EC426C378CB8** to access the law guide and download legal documents to help with consumer legal matters.

Legal Advice
0344 571 7976

If you have a legal problem we recommend that you call our confidential legal advice helpline. The legal advice helpline is open 24/7. The advice covers tenancy-related legal matters within the UK. Your query will be dealt with by a qualified specialist experienced in handling legal matters. Use of this service does not constitute reporting of a claim.

Policy

Following an Insured Event the insurer will pay your legal costs and expenses up to £50,000 for all claims related by time or cause, including the cost of appeals, provided that:

A. you keep to the terms of this section and cooperate fully with us

B. your claim

i always has reasonable prospects of success

ii is reported to us

a. during the period of insurance

b. as soon as possible after first becoming aware of circumstances which could give rise to a claim under this section of the policy and in relation to rent arrears, within 60 days of the rent first becoming due

C. unless there is a conflict of interest you agree to use the appointed advisor chosen by us in any claim prior to the issue of proceedings

D. the dispute can be heard by a court.

A claim is considered to be reported to us when we have received your fully completed claim form and all supporting documentation.

Section 4(i) Landlords' Legal

The cover

A. Repossession

Cover to pursue **your** legal rights to repossess **your property** that you have let under a **tenancy agreement** provided **you**:

- i demanded rent in writing from **your** tenant as soon as it is overdue and can provide evidence of this
- ii given the tenant the correct notices for the repossession of your property
- iii are seeking a right of possession where the court **MUST** find that the named ground of possession applies.

where **you** have a licence agreement for **your** property **you** will be seeking to invoke the termination clause or

where **you** have a legal right to repossess property that has been let in accordance with the Private Tenancies (Northern Ireland) Order 2006.

The **Insurer** does not cover :

Any claim where you are seeking a right of possession where the court **MAY** find that the named ground of possession applies.

B. Property Damage, Nuisance and Trespass

- i An event which causes visible damage to **your property** and/or anything owned by **you** at **your property**, provided that in respect of a claim against your tenant for damage you have prepared, prior to the granting of the tenancy, a detailed inventory of the **contents** and condition of the **property** which the tenant has signed.
- ii A public or private nuisance or a trespass relating to **your property**.

The **Insurer** does not cover any claim arising from or relating to:

- i damage to **your property** that arises from or relates to a contractual agreement other than a **tenancy agreement**.
- ii trespass by **your** tenant or ex-tenant.
- iii the compulsory purchase of, or demolition, restrictions, controls or permissions placed on **your property** by any government, local or public authority.

C. Recovery of Rent Arrears

Pursuit of **your** legal right to recover rent due under a **tenancy agreement** for **your property**. (Visit our Landlords' Legal Services website to download initial letters to tenants regarding rent arrears).

D. Accommodation and Storage Costs

- i **your** accommodation costs while **you** are unable to get possession of **your property**
 - ii **your** storage costs to store **your personal possessions** while **you** are unable to re-occupy **your property**
- provided that possession is sought because you wish to live at **your property** and **you** book and pay for accommodation and storage with **our** consent and seek reimbursement of the agreed costs from **us**.

The **Insurer** does not cover any claim arising from or relating to:

- i accommodation costs exceeding £175 per day and in excess of £5,250 in total
- ii storage costs exceeding £50 for each complete week and in excess of £300 in total.

E. Prosecution Defence

A prosecution against **you** that arises from you letting out **your property**.

General exclusions applicable to section 4(i)

The **insurer** does not cover any claim arising from or relating to:

- i **legal costs and expenses** incurred without **our** consent
- ii any actual or alleged act, omission or dispute happening before, or existing at the start of this section of the policy, and which **you** believed or ought reasonably to have believed could lead to a claim under this section of the policy
- iii any claim occurring during the first 90 days of the first period of insurance where the **tenancy agreement** started before the start of this section of the policy (except where **you** have had equivalent cover in force immediately before the start of this policy)
- iv an allegation or prosecution against **you** involving:
 - assault, violence indecent or obscene materials, dishonesty, malicious falsehood
 - the manufacture, dealing in or use of alcohol, illegal drugs or illegal immigration
 - offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences)
- v registering, assessing or reviewing rent, rent control, leasehold valuation or the jurisdiction of the First-tier Tribunal (Property Chamber)
- vi a **property** which is or should have been registered as a House of Multiple Occupation
- vii a judicial review
- viii a dispute with **us** or the **insurer** not dealt with Disputes, a managing agent or the party who sold **you** this section of the policy
- xi a dispute where providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

General conditions applicable to section 4(i)

Where the **insurer's** risk under this section of the policy has increased due to **your** failure to keep to these conditions, the **insurer** can cancel this section of **your** policy, refuse a claim or withdraw from an ongoing claim. The **insurer** also reserves the right to claim back **legal costs and expenses** from **you** if this happens.

A. Your responsibilities

You must:

- i tell **us** immediately of anything that may make it more costly or difficult for the **appointed advisor** to resolve the claim in **your** favour

- ii cooperate fully with **us**, give the **appointed advisor** any instructions **we** require, keep them updated with progress of the claim and not hinder them
- iii take reasonable steps to claim back **legal costs and expenses**, and, where recovered, pay them to the **insurer**
- iv minimise any **legal costs and expenses** and try to prevent anything happening that may cause a claim
- v allow the **insurer** at any time to take over and conduct in **your** name, any claim.

B. Freedom to choose an appointed advisor

- i In certain circumstances as set out in B.ii. below **you** may choose an **appointed advisor**. In all other cases no such right exists and **we** shall choose the **appointed advisor**.
- ii If:
 - a. **we** agree to start proceedings or proceedings are issued against **you**, or
 - b. there is a conflict of interest,**you** may choose a qualified **appointed advisor**.
- iii Where **you** wish to exercise the right to choose, **you** must write to **us** stating **your** preferred representative's contact details.
- iv Where **you** choose to use **your** preferred representative, the **insurer** will not pay more than **we** agree to pay a solicitor from **our** panel. (**Our** panel solicitor firms are chosen with care and **we** agree special terms with them which may be less than the rates available from other firms.)
- v If **you** dismiss the **appointed advisor** without good reason, or withdraw from the claim without **our** written agreement, or if the **appointed advisor** refuses with good reason to continue acting for **you**, cover will end immediately.

C. Consent

You must agree to **us** having sight of the **appointed advisor's** file relating to **your** claim. **You** are considered to have provided consent to **us** or **our** appointed agent to have sight of their file for auditing and quality control purposes.

D. Settlement

- i The **insurer** can settle the claim by paying the reasonable value of **your** claim.
- ii **You** must not negotiate, settle the claim or agree to pay **legal costs and expenses** without **our** written agreement.
- iii If **you** refuse to settle the claim following advice to do so from the **appointed advisor**, the **insurer** reserves the right to refuse to pay further **legal costs and expenses**.

Landlords' Legal

E. Barrister's opinion

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

F. Disputes

If any dispute between **you** and **us** arises from this section of the policy, **you** can make a complaint to **us** as described on the Complaints section of this policy and **we** will try to resolve the matter. If **we** are unable to satisfy **your** concerns **you** can ask the Financial Ombudsman Service to arbitrate over the complaint.

G. Acts of Parliament, Statutory Instruments, Civil Procedure Rules

All legal instruments and rules referred to within this section of the policy shall include equivalent legislation in Scotland and Northern Ireland and any subsequent amendment or replacement legislation.

H. Other Insurance

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

I. Fraudulent Claims and Claims Tainted by Dishonesty

- i If **you** make any claim which is fraudulent or false, the policy may become invalid and all benefit under it may be lost.
 - ii At all times **you** shall be entirely truthful, accurate and open in any evidence, disclosure or statement **you** give and shall act with complete honesty and integrity throughout. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that **you** have breached this condition and that the breach has:
 - a. affected **our** assessment of **reasonable prospects of success**, and/or
 - b. prejudiced any part the outcome of **your** claim
- the **insurer** shall have no liability for **legal costs & expenses** incurred from the date of **your** breach.

Claims procedure

If **you** need to make a claim **you** must notify **us** as soon as possible and in relation to rent arrears, within 60 days of the rent first becoming due. When legally required, **you** must first have issued the necessary notices informing **your** tenant of **your** intention to repossess the property.

A. Under no circumstances should **you** instruct **your** own solicitor as the **insurer** will not pay any costs incurred without **our** agreement.

B. A claim can be made online at www.arag.co.uk/newclaims. Alternatively **you** can obtain a claim form by downloading one at www.arag.co.uk/newclaims or by calling **us** on **0330 303 1955** between 9am and 5pm weekdays (except bank holidays).

C. The completed application and supporting documentation can be submitted online or sent to **us** by email, or post. Further details are set out on **our** website. **We** will send **you** a written acknowledgment by the end of the next working day after the claim is received.

D. Within five working days of receiving all the information needed to assess the availability of cover under this section of the policy, **we** will write to **you** either:

- i confirming the appointment of a qualified representative who will promptly progress the claim for **you**; or
- ii if the claim is not covered, explaining in full why and whether **we** can assist in another way.

E. When a solicitor is appointed they will try to resolve **your** dispute without delay, arranging mediation whenever appropriate. Matters cannot always be resolved quickly particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

Complaints

Contact **us** at:

The Customer Relations Department
ARAG plc
Unit 4a
Greenway Court
Bedwas, Caerphilly
CF83 8DW

Tel: 0117 917 1561

Email: customerrelations@arag.co.uk

If **we** are not able to resolve the complaint to **your** satisfaction then **you** can refer it to the Financial Ombudsman Service (FOS). They can be contacted at:

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

Tel: 0800 0234 567 or 0300 123 9123
Email: complaint.info@financial-ombudsman.org.uk

The FOS's decision is binding upon the **insurer**, but **you** are free to reject it without affecting **your** legal rights.

Compensation and Data Privacy – sections 4 and 4(i)

What happens if the insurer cannot meet its liabilities?

The **insurer** is covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation up to 90% of the cost of **your** claim in the unlikely event that the **insurer** cannot meet its obligations. Further information about compensation scheme arrangements is available at www.fscs.org.uk

Privacy Statement

This is a summary of how **we**, on behalf of the **insurer**, collect, use, share and store personal information. To view **our** full privacy statement, please see **our** website www.arag.co.uk

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. **We** will hold and process this information in accordance with all relevant data protection regulations and legislation.

Should **we** ask for personal or sensitive information, **we** undertake that it shall only be used in accordance with **our** privacy statement. **We** may also collect information for other parties such as suppliers **we** appoint to process the handling of a claim.

Using personal or sensitive information

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

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

Keeping personal information

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

Your rights

Any person **insured** by this policy has a number of rights in relation to how **we** hold personal data including; the right to a copy of the personal data **we** hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted. For a full list of privacy rights and when **we** will not be able to delete personal data please refer to **our** full privacy statement.

Abode

Part of **HOWDEN**

abode-insurance.com

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