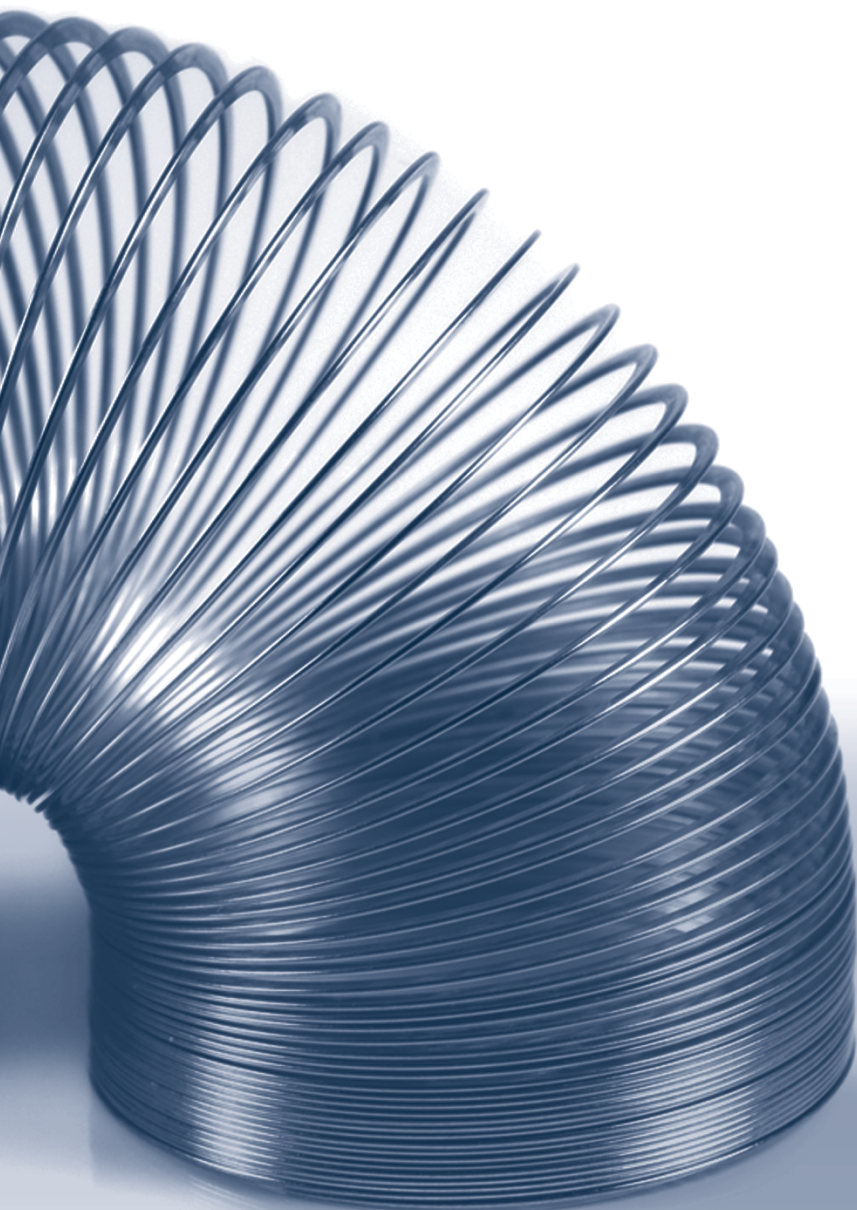


FLEX

UK Home Insurance Policy

2022



Far from standard

**Plum**  
UNDERWRITING



## Contents

Welcome to Plum Underwriting Ltd	
Your Policy	1
How to Make a Claim	6
Definitions - Words with Special Meanings	7
General Conditions	12
General Exclusions	14
Building Works	16
Claims Conditions	18
Section 1 - Buildings	20
Section 2 - Contents	26
Section 3 - Accidents to Domestic Employees	33
Section 4 - Legal Liability to the Public	34
Section 5 - Valuables and Personal Possessions	37
Section 6 - Domestic Freezer Cover	39
Section 7 - Pedal Cycle Cover	39
Section 8 - Money & Credit Card Cover	40
Section 9 - Legal Expenses	41

## Welcome to Plum Underwriting Ltd

Thank you for choosing to insure your home with Plum Underwriting Ltd.

Plum Underwriting Ltd is a specialist home insurance provider, established in 2002. We offer our products to our broker partners in the UK and Ireland, and have built a consistently good reputation based on our excellent customer service and underwriting strengths.

We strive to ensure that you, the policyholder, receive a home insurance policy that is tailored to meet your individual requirements.

We choose our insurers who cover the risks in the policy very carefully, based on their financial strength and service capabilities. The insurer(s) for your policy is as detailed in your policy schedule. Our claims service is designed to respond when you need it most – 24 hours a day, 7 days a week.

We are delighted to be given the opportunity to insure your home and can assure you that we will do all we can to keep you as a valued customer for many years ahead.

A handwritten signature in black ink, appearing to read 'David Whitaker', is positioned above the printed name and title.

David Whitaker  
Managing Director

## Your Policy

In return for payment of the premium shown on your schedule, we agree to insure you, subject to the terms and conditions contained in or endorsed on this policy, against loss or damage you sustain or legal liability you incur for accidents happening during the period of insurance shown on your schedule.

It is essential that you read your policy very carefully.

Your policy sets out clearly what is and what is not covered and to assist you, any words or phrases with special meanings are shown in bold text and are defined under the 'Definitions – Words with Special Meanings' section of the policy.

The policy sections are:

- |                                       |                                |
|---------------------------------------|--------------------------------|
| 1. Buildings                          | 6. Domestic Freezer cover      |
| 2. Contents                           | 7. Pedal Cycle cover           |
| 3. Accidents to Domestic Employees    | 8. Money and Credit Card cover |
| 4. Legal Liability to the Public      | 9. Legal Expenses              |
| 5. Valuables and Personal Possessions |                                |

Your schedule details which sections are operative and which insurer is providing the cover under each section.

Upon request Plum Underwriting Ltd can provide Braille, audio or large print versions of the policy and the associated documentation. If you require an alternative format you should contact Plum Underwriting Ltd through whom this policy was arranged.

The language of this insurance contract and all communications relating to it will be in English.

## Renewal of Your Policy

We will write to you via your broker or insurance intermediary before the end of the period of insurance to either:

- (i) Offer you cover for the next period of insurance (a renewal).
- (ii) Confirm that cover will cease at the end of the current period of insurance (a lapse).

Please note that your policy will not renew unless we receive instructions from you via your broker or insurance intermediary on or before the expiry date of the period of insurance (renewal date). If we do not receive instructions to renew then your cover will cease from the expiry date shown in your policy schedule and you will have no cover from that date. It is your responsibility to ensure that you have arranged replacement cover to ensure that there are no breaks in cover.

Should you have any queries with your renewal quotation, or you wish to renew cover please speak to your broker or insurance intermediary.

## Information You Have Given Us

In deciding to accept this policy and in setting the terms including premium we have relied on the information which you have provided to us. You must take care when answering any questions we ask by ensuring that any information provided is accurate and complete.

If we establish that you deliberately or recklessly provided us with untrue or misleading information we will have the right to:

- (a) treat this policy as if it never existed;
- (b) decline all claims; and
- (c) retain the premium.

If we establish that you carelessly provided us with untrue or misleading information we will have the right to:

- (i) treat this policy as if it had never existed, refuse to pay all claims and return the premium you have paid. We will only do this if we provided you with insurance cover which we would not otherwise have offered;
- (ii) treat this policy as if it had been entered into on different terms from those agreed, if we would have provided you with cover on different terms;
- (iii) reduce the amount we pay on any claim in the proportion that the premium you have paid bears to the premium we would have charged you, if we would have charged you more.

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

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

- (1) give you thirty (30) days notice that we are terminating this policy; or
- (2) give you notice that we will treat this policy and any future claim in accordance with (ii) and/or (iii), in which case you may then give us thirty (30) days notice that you are terminating this policy.

If this policy is terminated in accordance with (1) or (2), we will refund any premium due to you in respect of the balance of the period of insurance.

## Change in Circumstances

You must tell us within fourteen (14) days of you becoming aware of any changes in the information you have provided to us which happens before or during any period of insurance.

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 and Cooling-Off Provisions, 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.

## Cooling Off and Cancellation

### Cooling-Off Period

If, for any reason, you feel that this insurance is not right for you, you are entitled to cancel this insurance by notifying us through your broker or insurance intermediary in writing, by email or by telephone within 14 days of either the date you receive your policy documentation or the start of the period of insurance, whichever is the later.

Should you choose to cancel your policy within the 'Cooling-Off Period', we will cancel your insurance from the start of the period of insurance treating this policy as if it had never existed. We will refund any premium you have paid, provided that you have not made a claim. Any policy fees paid from the start of the period of insurance will be refunded to you and no policy fee will be charged for cancellation.

Your broker or insurance intermediary contact details are shown on your schedule.

### Cancellation

#### 1. Cancellation of your policy by you:

You may cancel this policy at anytime by notifying us through your broker or insurance intermediary in writing, by email or by telephone.

Your broker or insurance intermediary contact details are shown on your schedule.

#### 2. Cancellation of your policy by us:

We may cancel this policy or any part of it if there are serious grounds to do so by giving you 30 days written notice through your broker or insurance intermediary detailing the reason for cancellation by recorded delivery to the correspondence address stated on your schedule.

We will detail the reason for the cancellation in our written notice to your broker or insurance intermediary.

Examples of where we would cancel your policy are as follows:

1. Where Plum Underwriting Ltd has been unable to collect a premium payment following non-payment correspondence issued to you or your broker or insurance intermediary.  
If you pay your premium to us through a direct debit facility, we will allow 30 days for the premium to be brought up to date. If you fail to do so we will cancel from the date at which you have paid the relevant premium.
2. A change in the information you have previously given us where we are able to demonstrate that we would not normally offer insurance.
3. Unacceptable behaviour by you such as abusive behaviour or language, intimidation or bullying of our staff or suppliers.
4. Your failure to cooperate with us in accordance with our claims conditions where it affects our ability to process your claim.
5. If you have acted fraudulently in any way.
6. You have deliberately or falsely overstated information given to us.

### 3. Cancellation by us following a fraudulent claim:

If you make a fraudulent claim under this policy we will cancel your policy from the date of the fraudulent act and we will retain 100% of the premium.

### 4. Premium refund following cancellation of your policy:

In the event of cancellation by you, your premium refund will be calculated as follows:

If you cancel after the initial 14 day 'cooling off' period any refund will be on a proportional basis less the policy fee and always subject to the period of insurance being claim free.

If you have made a claim in the period of insurance being cancelled we will retain 100% of the premium and no refund will be due to you.

In the event of cancellation by us, your premium refund will be calculated as follows:

Any refund will be on a proportional basis and always subject to the period of insurance being claim free. If you have made a claim you will not be eligible for a refund and you must pay us any amount you still owe us for the full annual period for which you have been insured.

## Policy Fees

Plum Underwriting Ltd apply fees to administer all policies. Full details regarding our policy fees can be found on your schedule.

Please note that should you choose to cancel your policy within the 'Cooling-Off Period', any policy fees paid from the start of the period of insurance will be refunded to you and no policy fee will be charged for cancellation. Please see the 'Cooling Off & Cancellation' section within the policy wording for full details.

## Customer Service & Complaints Procedure

The insurers, Plum Underwriting Ltd and your broker or insurance intermediary are committed to providing you with the highest standard of service at all times. If you have any questions or queries about your policy or the handling of any claim, in the first instance please contact your broker or insurance intermediary shown on your schedule.

### Customer Complaints Procedure

In the event that you wish to make a complaint regarding your policy or claim please follow the complaints procedure shown on your schedule.

### Financial Ombudsman Service

Complaints that Plum Underwriting Ltd or insurers cannot resolve may be referred to the Financial Ombudsman Service.



The Financial Ombudsman Service is a free service set up by parliament to sort out individual complaints that consumers or small businesses are not able to resolve with financial businesses.

You can refer your complaint to the Financial Ombudsman Service if you have not received a written final response in respect of your complaint within 8 weeks of the date your complaint was received by the parties detailed in the complaints procedure shown on your schedule or if you are unhappy with the decision following your complaint.

If you would like to refer your complaint to the Financial Ombudsman Service, you must do so within 6 months from the date you receive the final response about your complaint from Plum Underwriting Ltd or the insurer.

You can contact the Financial Ombudsman Service as follows:

Financial Ombudsman Service  
Exchange Tower, London, E14 9SR

From within the United Kingdom

Tel: 0800 023 4567 (calls to this number are now free on mobile phones and landlines)

Tel: 0300 123 9123 (calls to this number cost no more than calls to 01 and 02 numbers.

Free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02)

From outside the United Kingdom

Tel: +44 (0)207 964 0500

Fax: +44 (0)207 964 1001

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The Financial Ombudsman Service can look into most complaints from consumers and small businesses.

For more information contact them on the above number or address, or view their website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

The complaint procedure does not affect your right to take legal action.

## Authorisation, Regulation & Compensation

### Plum Underwriting Ltd

Plum Underwriting Ltd is registered in England and Wales: 04509589, 7th Floor, 55 Mark Lane, London, EC3R 7NE.

Plum Underwriting Ltd is authorised and regulated by the Financial Conduct Authority, 309166.

### Your Insurers

The insurers for your policy are detailed on your schedule under the 'Insurers' section.

You can also visit the Plum Underwriting Ltd website which shows further detail at [www.plum-underwriting.com/about-us/uk-insurers/](http://www.plum-underwriting.com/about-us/uk-insurers/)

All insurers providing cover under this policy are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority unless stated otherwise on your schedule.

Further details can be found on the Financial Services Register at [www.fca.org.uk/register](http://www.fca.org.uk/register)

### The Financial Conduct Authority

The Financial Conduct Authority (FCA) want consumers to use financial services with confidence and have products that meet their needs from firms and individuals they can trust.

To achieve this, the FCA regulates firms and financial advisers so that markets and financial systems remain sound, stable and resilient and their aim is to help firms put the interests of their customers and the integrity of the market at the core of what they do.



You can contact the FCA as follows:

The Financial Conduct Authority  
12 Endeavour Square, London, E20 1JN

UK: 0800 111 6768 (freephone) or 0300 500 8082  
From abroad: +44 (0)20 7066 1000  
Email: [consumer.queries@fca.org.uk](mailto:consumer.queries@fca.org.uk)

### Prudential Regulation Authority

The Prudential Regulation Authority's (PRA) role is defined in terms of two statutory objectives to promote the safety and soundness of banks, building societies, credit unions, insurers and major investment firms and specifically for insurers, to contribute to the securing of an appropriate degree of protection for policyholders.

You can contact the PRA as follows:

The Prudential Regulation Authority  
Bank of England, Threadneedle Street, London EC2R 8AH

UK: +44 (0)20 3461 4878  
From abroad: as above  
Email: [enquires@bankofengland.co.uk](mailto:enquires@bankofengland.co.uk)

### Financial Services Compensation Scheme

All insurers providing cover under this policy and Plum Underwriting Ltd are members of and are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the Scheme if an insurer or Plum Underwriting Ltd is unable to meet its obligations to you under this contract.

If you were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. The Scheme contact details are as follows:

Financial Services Compensation Scheme  
PO Box 300, Mitcheldean, GL17 1DY

UK: 0800 678 1100  
From abroad: +44 (0)20 7741 4100

Further information about the Scheme is available from the Financial Services Compensation Scheme: [www.fscs.org.uk](http://www.fscs.org.uk).

### Subscribing Insurers' Several Liability

Your policy or sections of your policy may be underwritten by more than one insurer. Your schedule confirms who the insurer(s) are for your policy or section of your policy.

Where there is more than one insurer noted, each insurer is solely responsible for their own percentage of your policy or section of your policy, they are not responsible for any other insurer(s) percentage of your policy or section of your policy.

The responsibility does not pass to any other insurer noted in the event that for whatever reason, another insurer does not satisfy all or part of its obligations under your policy or section of your policy.

This is standard procedure where more than one insurer is underwriting your policy or section of your policy. You can rest assured that Plum Underwriting Ltd chooses insurer(s) that are financially stable and professional ensuring that they will always meet their obligations in accordance with your policy or section of your policy.

You can also visit the Plum Underwriting Ltd website which shows further detail at [www.plum-underwriting.com/about-us/uk-insurers/](http://www.plum-underwriting.com/about-us/uk-insurers/)

## Laws Applying

### Choice of Law and Jurisdiction

The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary prior to the inception of this policy, this insurance shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

### Contracts (Right of Third Parties) Act 1999

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

### Use of Personal Data

Plum Underwriting Ltd and the insurer(s) are committed to protecting your personal information. Plum Underwriting Ltd and the insurer(s) will use personal information about you fairly and lawfully, primarily in connection with the provision of insurance. Full details can be found in the Privacy Notice at [www.plum-underwriting.com/info/privacy-policy](http://www.plum-underwriting.com/info/privacy-policy) which specifies:

- the information that Plum Underwriting Ltd and the insurer(s) may collect on you and from whom;
- how and why this information will be used;
- how Plum Underwriting Ltd and the insurer(s) may share and disclose the information; and
- the retention of your data.

In some instances Plum Underwriting Ltd and the insurer(s) may need to seek your consent before processing such data. Plum Underwriting Ltd and the insurer(s) will always make it clear to you when and why your consent is being sought. A hard copy of the Privacy Notice is available on request.

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

Plum Underwriting Ltd, Data Protection Officer, 7th Floor, 55 Mark Lane, London, EC3R 7NE.

## How to Make a Claim

To make a claim, you can contact us by telephone, email or post – please refer to the section 'How to Make a Claim' on your schedule for the contact details.

When notifying a claim, please provide your name, policy number (shown on your schedule), the name of your broker or insurance intermediary and full details of the loss or damage.

There are a number of claims conditions that operate. Please refer to the 'Claims Conditions' section of this policy wording as well as the individual sections of cover which explain your duties in the event of a claim and how we deal with your claim.

## Definitions - Words with Special Meanings

The following definitions apply to all sections of this policy unless otherwise stated. Additional definitions are shown in the sections to which they apply.

### Accidental Damage

Sudden and unintentional physical damage that occurs unexpectedly and not through wear and tear, breakdown or malfunction.

### Act of Terrorism

An act, including for example the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

### Bodily Injury

Physical harm or damage to someone's body including death or disease.

### Buildings

- the home and its decorations
- fixtures, fittings and fitted appliances attached to the home
- underground services, sewers, pipes, cables and drains which connect to the public mains.
- swimming pools, hot tubs, tennis courts, drives, paths, patios and terraces, walls, gates and fences, fixed fuel tanks, septic tanks, lamp posts, wind turbines, solar panels, stairlifts and ornamental fountains and ponds you own or for which you are legally liable and within the premises named on your schedule.

### Building Works

Any building work (structural and non-structural) over £30,000 (inclusive of VAT) in total.

Building work includes but is not limited to demolition, structural alteration, construction, renovation, refurbishment, structural repair or restoration.

### Computer Viruses

A set of corrupting, harmful or otherwise unauthorised instructions or code including any malware or a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network.

### Contents

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

Contents includes:

- **tenant's/leaseholder's fixtures and fittings**
- carpets
- radio and television aerials, satellite dishes, their fittings and masts which are attached to the home
- property in the open but within the premises up to £2,000 in total per claim (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the home)
- money up to £1,000 in total per claim
- credit cards up to £1,000 in total per claim
- deeds and registered bonds and other personal documents up to £2,500 in total per claim
- stamps or coins forming part of a collection up to £2,500 in total per claim

- valuables up to 33.3% of the contents sum insured in total per claim and up to 10% of the contents sum insured for any single item of valuables other than pictures and works of art which are covered up to the contents sum insured with no single item limit.
- pedal cycles including electrically assisted pedal cycles up to £750 in total per claim
- contents in garages and outbuildings up to £10,000 in total per claim
- personal possessions

Contents do not include:

- motor vehicles (other than domestic gardening equipment, electrically assisted pedal cycles, motorised mobility scooters, electric wheelchairs and powerchairs), caravans, trailers, boats or vessels or their accessories other than those defined as watercraft
- any living creature
- any part of the buildings
- any property held or used for business purposes other than your home business contents
- any property insured under any other insurance
- land or water
- casino chips

## Credit Cards

Credit cards, charge cards, debit cards, bankers cards and cash dispenser cards which belong to you.

## Domestic Employee(s)

Any person employed by you under a contract of service which is solely for private domestic duties excluding any employee involved in demolition, alterations, extensions or renovations to any part of the home.

## Electrically Assisted Pedal Cycles (EAPC)

An EAPC must have pedals that can be used to propel it.

It must show either:

- the power output
- the manufacturer of the motor

It must also show either:

- the battery's voltage
- the maximum speed of the bike

Its electric motor:

- must have a maximum power output of 250 watts
- should not be able to propel the bike when it's travelling more than 15.5mph

An EAPC can have more than 2 wheels (for example, a tricycle).

## Endorsement(s)

A change in the terms and conditions of this insurance that can extend or restrict cover.

## Europe

'Europe' is defined as:

- EU member states;
- United Kingdom (England, Wales, Scotland, Northern Ireland, the Isle of Man & the Channel Islands)
- Andorra, Faroe Islands, Monaco, Iceland, Lichtenstein, Norway, San Marino, Switzerland and The Vatican City;
- all Mediterranean Islands;
- all countries with a Mediterranean shoreline;
- the Canary Islands;
- Madeira;

and journeys between these countries.

## Excess

The amount stated on your schedule or endorsement(s) which you will be responsible for paying in the event of each and every claim.

## Flood

Water from any source external to a building, which enters a building:

- a) at or below ground level; or above ground level, provided part of the body of such water is at ground level; and
- b) does so with a volume, weight or force which is substantial and abnormal

whether resulting from storm or otherwise.

For the avoidance of doubt the following do not constitute a Flood:

- c) the gradual seepage or percolation of water into a building (such as rising damp); and
- d) water escaping from a water main, drain, sewer, pipe or other thing inside a building, unless such escape was solely the consequence of a flood meeting the above definition.

## Heave

Upward movement of the ground beneath the foundations of the buildings as a result of the soil expanding.

## Home

The private dwelling, the garages and outbuildings at the premises shown on your schedule.

## Home Business

Office work which you and your employees carry out in your home.

Office work means clerical and administrative work only. It does not include any kind of manual work or the use of any machinery other than office equipment.

## Home Business Contents

Office furniture and equipment, stationery, office supplies, software, books, records and documents in your home all belonging to the home business or for which the home business is legally responsible.

## Landslip

Downward movement of sloping ground.

## Money

- current legal tender, cheques, postal and money orders
- postage stamps not forming part of a stamp collection
- savings stamps, share certificates and savings certificates, travellers' cheques
- premium bonds, luncheon vouchers, phone cards and gift vouchers
- electronic cash pre payment cards
- travel and seasonal travel tickets

all held for private or domestic and charitable purposes for which you are legally responsible.

## Occupant

A person or persons authorised by you to stay in the home overnight.

## Period of Insurance

The length of time the insurance is in force as shown on your schedule.

## Personal Possessions

Clothing, baggage, sports equipment, camping equipment, MP3 players, mobile phones, hand held gamers, cameras, portable DVD and BluRay players, laptops, e-readers, tablets and other personal property that is designed to be worn or normally carried about the person and all of which belong to you.

Personal possessions do not include:

- Money & Credit Cards  
These are only covered in the home up to the limit detailed under the contents definition unless you have chosen 'Section 8 – Money & Credit Card Cover' which extends cover to outside of the home up to your chosen sum insured.
- Pedal Cycles including Electrically Assisted Pedal Cycles (EAPC)  
Pedal cycles and EAPC are only covered in the home up to the limit detailed under the contents definition unless you have chosen 'Section 7 – Pedal Cycle Cover' which extends cover to outside of the home up to your chosen sum insured.
- Valuables  
Valuables are only covered in the home up to the limit detailed under the contents definition unless you have chosen 'Section 5 – Valuables & Personal Possessions Cover'. This section extends your valuables cover to include accidental loss or accidental damage and cover away from the home other than for Precious Metals and Pictures and Works of Art which are extended to include accidental loss or accidental damage but at your premises only.  
Please refer to 'Section 5 – Valuables & Personal Possessions Cover' on your schedule for exact cover and limitations.
- Casino Chips

## Policy

- The policy wording (see the wording reference stated on your schedule which confirms which policy wording is applicable to you)
- Your schedule
- Any endorsement(s) shown on your schedule

## Premises

The address which is named on your schedule.

## Rebuilding Expenses

- Costs incurred for architects, surveyors, consulting engineers, design engineers and legal fees incurred with our prior agreement to assist in the repair or rebuilding of the buildings
- The cost incurred to clear the site and make safe provided agreement has been given by us unless immediate work is required to prevent further damage
- Costs incurred to comply with government or local authority requirements provided that the buildings were originally constructed according to any government and local authority regulations at the time, and you received notice of the requirement after the damage giving rise to the claim occurred

## Sanitary Ware

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

## Schedule

Your schedule is part of this insurance and contains details of the insurers, you, your statement of fact, the premises, the sums insured, the excess, any endorsement(s), the period of insurance and the sections of this insurance which apply.

## Settlement

Downward movement as a result of the soil being compressed by the weight of the buildings within ten years of construction.

## Storm

A period of violent weather which may incorporate:

- wind speeds of at least 48 knots (55mph) which are equivalent to Storm Force 10 on the Beaufort Scale.
- torrential rain, falling at a rate of at least 25mm per hour
- snow to a depth of at least one foot (30 centimetres) in 24 hours
- hail of such intensity that it causes damage to hardened surfaces or breaks glass

## Students and Boarders Possessions

The personal property (excluding valuables) of a permanent member of your household whilst living away from home at boarding school and/or studying full time at university or college.

## Subsidence

Downward movement of the ground beneath the buildings other than by settlement.

## Sum(s) Insured

The amounts shown against each section, limit and/or item on your schedule and/or in this policy.

## Swimming Pools

Swimming pools which are permanently installed.

## Tenants/Leaseholders' Fixtures and Fittings

Alterations, fixtures and fittings, decorations and improvements which you or previous occupiers have made as tenant or leaseholder for which you are responsible for insuring and are not covered by the landlord's or any other insurance.

## United Kingdom

England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries.

## Unoccupied

When the home has become untenanted or not lived in and occupied overnight by you or a person you have authorised for more than 60 consecutive days.

## Valuables

Precious metals, gemstones, jewellery, watches, furs and guns, pictures and works of art which belong to you. Precious metals means gold, silver and platinum, including gold and silver plate but NOT jewellery and/or watches.

Please refer to 'Section 5 – Valuables & Personal Possessions Cover' on your schedule for exact cover and limitations.

## Watercraft

- Sailboards, surfboards, dinghies, hand-propelled and motorised boats of less than 16 feet or 4.8 metres in length
- Motorised watercraft with an engine of 25 horsepower or less

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

Insurers as named on your schedule.



## You/Your/Insured

### Sections 1-8

The person or persons, organisation or company named on your schedule as policyholder(s), all members of their family (including foster children and children of co-habiting partners), their civil partner or co-habiting partner and domestic employee(s) who all permanently live in the home.

## Your Broker or Insurance Intermediary

The person or persons who placed this insurance on your behalf.

## General Conditions

The following general conditions apply to sections 1 to 8 of this policy unless otherwise stated below. Additional conditions are shown in the sections to which they apply.

If you fail to comply with any of the general conditions this insurance may become invalid, or affect the settlement of any claim under this policy.

### 1. Multiple Premises

Each premises included under this insurance is considered to be covered as if separately insured.

### 2. Safeguarding your Property

You must take all steps to:

- safeguard your property at all times to prevent loss or damage
- maintain your property to a good state of repair
- prevent accident or injury

### 3. Index Linking

Plum Underwriting Limited will increase your buildings and contents sum(s) insured (but not sections 5, 6, 7 and 8) at each renewal in accordance with the index we have set. Whilst the index will help to ensure that your sum(s) insured are adequate in line with increasing costs, it is dependent on the sum(s) insured disclosed to us at the start of your policy being correct. It is your responsibility to ensure your sum(s) insured are adequate at the start and at each renewal of your policy.

For your protection, if either index falls below zero we will not reduce the sum(s) insured. No charge is made for index linking during the period of insurance but at renewal your premium will be calculated on the adjusted sum(s) insured.

### 4. Fraud Prevention (applies to all sections of this policy)

In order to protect the interests of our policyholders and to prevent and detect fraud, we may at any time:

- Share information about you with other organisations and public bodies including the Police
- Check and/or file your details with fraud prevention agencies and databases
- Undertake credit searches and additional fraud searches.

If you provide false or inaccurate information and fraud is identified, details will be passed to the fraud prevention agencies and databases to prevent fraud and money laundering.

We can supply on written request to us details of the databases we access or contribute to.

### 5. Assignment (applies to all sections of this policy)

You cannot transfer your interest in this policy to anyone else without our written agreement.

## 6. Other Insurance (applies to all sections of this policy)

We will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any amount over which would have been covered under such other insurance had this insurance not been effected. This condition does not apply to fatal injury (Section 2 – Contents - Additional Cover H).

## 7. Sums Insured

You have an ongoing duty to ensure that your sum insured represents the full value of the property insured.

For your buildings, the full value is the cost of rebuilding by a professional third party contractor if your buildings were destroyed (this is not the same as the market value). It must be adequate to include rebuilding expenses.

Your sum insured for general contents and personal possessions must be the cost to replace as new.

Your sum insured for valuables must reflect the current market value.

If, at the time of any loss or damage, the sum insured is not enough we will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the sum insured.

For example, if the premium you have paid for your buildings insurance is equal to 75% of what your premium would have been if your buildings sum insured was enough to reconstruct your buildings, then we will pay up to 75% of any claim made by you.

## 8. Fraudulent Claims (applies to all sections of this policy)

If you, or anyone acting for you, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement we:

- (a) will not be liable to pay the claim; and
- (b) may recover from you any sums paid by us to you in respect of the claim; and
- (c) may by notice to you treat this policy as having been terminated with effect from the time of the fraudulent act.

If we exercise our right under (c) above:

- (i) we shall not be liable to you in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to our liability under this policy (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- (ii) we need not return any of the premium paid.

## 9. No Claim Discount

If you make a claim under your policy and we agree to offer you renewal terms, we will reduce your no claim discount at the renewal date of your policy.

If you do not make a claim under your policy and we agree to offer you renewal terms, we will increase your no claim discount at the renewal date of your policy until you reach a maximum of 5 years.

## General Exclusions

The following general exclusions apply to all sections of this policy. Additional exclusions are shown in the sections to which they apply.

What is not covered:

1. Any loss or damage:
  - that is not associated with the incident that caused you to claim.
  - that commenced before cover starts.
  - caused by wilful acts by you or any of your employees.
  - or liability caused by deception other than by any person using deception to gain entry to your home.
  - caused by or resulting from the premises being confiscated, taken, damaged or destroyed by or under the order of any government, public or local authority.
  - caused by wear and tear or any other gradually operating cause, mechanical or electrical breakdown, fault or failure.

Wear & tear excluded under this policy include for example the following:

- Damp formed over a period of time.
- Blocked or poorly maintained guttering.
- Failure of a flat roof due to age.
- Worn out carpets.

Mechanical & electrical breakdown excluded under this policy include for example the following:

- Electrical failure of an electrical component in televisions or computers.
  - Mechanical failure of a clock mechanism.
2. Any loss or destruction of or damage to any property or any loss or expenses arising from or any legal liability of any nature caused by or contributed to or by or arising from:
    - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or
    - b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear components thereof.
  3. Any loss, damage, expense, or legal liability caused by, contributed to, or arising from pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
  4. Any loss or destruction of or damage to any property, or any loss or expenses resulting or arising from, or any legal liability caused by or contributed to by or arising from the failure of any equipment to correctly recognise the date or change of date.
  5. Any loss or damage or liability occasioned by, happening through or resulting from:
    - war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power.
    - confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
  6. Any loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising from:
    - a) any legal liability of whatsoever nature; or
    - b) death or injury to any person, caused by or contributed to by or arising from biological or chemical contamination due to or arising from:
      - i) an act of terrorism; and/or
      - ii) steps taken to prevent, suppress, control or reduce the consequences of any actual attempted, threatened, suspected or perceived act of terrorism.

7. Any loss or damage which but for the existence of this insurance would have been provided under contract, legislation, guarantee or other more specific insurance.
8. Any benefit under this policy to the extent that the provision of such cover, payment or such claim or provision of such benefit would expose us to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, United Kingdom or United States of America.
9. Any claim for loss or damage resulting from unauthorised entry into the home when the premises are unoccupied unless the security of the home is:
  - maintained in good working order throughout the period of insurance.
  - in full and effective operation when the premises is unoccupied.
10. Any claim under this policy unless you transact your UK insurance business for this policy through a UK bank account in Sterling for the payment of premium from and the payment of claims to you.
11. We will not pay any claim for loss, damage, liability, cost or expense caused deliberately or accidentally by:
  - i. the use of or inability to use any application, software, or programme;
  - ii. any computer virus;
  - iii. any computer related hoax relating to i and/or ii above.
12. We will not pay any claim for loss of or damage to any electronic data (for example files or images) wherever it is stored.

## Building Works

If you intend to undertake any building works on any part of the premises, you must tell your broker or insurance intermediary about the work at least 30 days before the work starts and before you enter into any contract for the works.

You do not need to tell your broker or insurance intermediary if the work is for redecoration only.

When we are notified of the building works, we will tell you if this affects your policy. For example we may:

1. amend the terms of your policy
2. require you to pay more for your policy
3. cancel this policy in accordance with the Cancellation and Cooling-Off Provisions and offer you cover under a more suitable product with Plum Underwriting Ltd
4. cancel your policy in accordance with the Cancellation and Cooling-Off Provisions if the building works are too substantial for us.

If you do not inform us of the intended building works it may affect any claim you make or could result in your insurance being invalid.

If we agree to continue your policy while the building works are being carried out at the premises, we will not pay any claim:

1. for the building works. You should make sure your contractor(s)/builder(s) are insuring these under their own contract works insurance policy.
2. if the cause is confirmed as being related to the building works. You should make sure your contractor(s)/builder(s) are insuring these under their own contract works insurance policy.
3. for any loss, damage or liability arising out of the activities of contractors/builders that have been appointed to undertake building works. This should be covered under your contractor(s)/builder(s) public liability insurance policy.

Your policy will cover a valid claim that arises during the building works where the cause of the loss, damage or liability cannot be identified. However, we will not pay any claim arising from fire where the building works involve:

- a) a naked flame, an open heat source, operations producing sparks or a hot air stripper
- b) involve heating of asphalt, bitumen, tar or pitch

unless you can prove the requirements detailed under the 'Building Works Conditions' section below have been met.

## Building Works Exclusions

If we agree to insure you while the building works are being carried out at the premises, the following additional exclusions apply to all sections of this policy, unless amended by endorsement shown on your schedule.

We will not pay any claim for loss, damage or liability:

1. for the building works that are being carried out at the premises
2. if the cause is confirmed as being related to the building works
3. whilst building works are being undertaken at the premises unless your contractor(s)/builder(s) have a minimum of £2,000,000 public liability insurance in place for the duration of the building works. It is your responsibility to ensure that you have evidence of your contractors'/builders' public liability insurance and in event of a claim you may be asked to provide this.
4. arising out of the activities of contractors/builders that have been appointed to undertake building works at the premises
5. resulting from theft or attempted theft from the home whilst building works are being undertaken at the premises other than as a result of violent and forcible entry or exit. This only applies if theft or attempted theft is not otherwise excluded.
6. resulting from fire where the cause cannot be identified unless you can prove the requirements detailed under the 'Building Works Conditions' section below have been met.

## Building Works Conditions

If we agree to insure you while the building works are being carried out at the premises, the following additional conditions apply to all sections of this policy, unless amended by endorsement shown on your schedule.

Please provide a copy of these conditions to your contractor(s), Builder(s), Architect(s) and Project Manager(s)

### 1. Heat Application Condition

The following conditions apply whenever there is application of heat involving a naked flame, an open heat source, operations producing sparks or a hot air stripper at the premises:

- a) all combustible material must be removed a safe distance from the area the work is being carried out. A safe distance must be at least fifteen metres when welding or cutting is taking place. Where such clearance is impracticable, combustible material must be covered by blankets or screens which are both non-combustible and which prevent the transfer of heat into surrounding items or structures.

Combustible parts of the premises must be protected in the same way, and

- b) at least one water (with a capacity of more than 8.2 litres), dry powder (with a weight of more than 1.2 kilograms) or other fire extinguisher of an equivalent rating or a type suitable for the combustible material at the premises is kept immediately adjacent to the area of work in full working order and available for immediate use, and
- c) equipment is lit for as short a time as possible before use and extinguished immediately after use, and
- d) equipment which is lit or switched on is not left unattended, and
- e) on every occasion that work with heat occurs, one hour after work has finished, a thorough examination for any sign of combustion must be made, in and around the work area with the appropriate findings recorded and signed off by an independent party. A hot works permit system is recommended for this purpose.

### 2. Asphalt, Bitumen and Tar Heaters Condition

The following conditions apply whenever there is work being carried out that involves heating of asphalt, bitumen, tar or pitch at the premises:

- a) the vessel used for heating asphalt, bitumen, tar or pitch must be attended at all times whilst the source of heat is lit and whilst in use, and
- b) a suitably sized spill tray is used which can hold the entire contents of the vessel, which is both non-combustible and which prevents the transfer of heat into surrounding items or structures.

## Claims Conditions

The following claims conditions apply to sections 1 to 8 of this policy. Additional claims conditions are shown in the sections to which they apply. If you fail to comply with any of the conditions this may affect the settlement of any claim under sections 1 to 8 of this policy.

Please also refer to the individual policy sections for additional comment.

### 1. Your duties in the event of a claim – Things you need to do

#### a) Notifying us of a Claim

You must as soon as practicably possible provide details of the claim or possible claim, using the claims contact details as stated on your schedule.

#### b) Circumstances of the Claim

You must provide us with written details of what has happened within 30 days and provide any other information we may require.

#### c) Liability Claims

If a liability claim is made against you, you must forward to us as soon as is practically possible notice of the claim, including any letter, writ, summons or other legal document you receive.

#### d) Notifying the Police or Other Relevant Authorities

You must, following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property:

- tell the Police as soon as practicably possible and, if required, any other relevant authorities
- obtain an incident report number (where issued), a property irregularity or other appropriate report.

#### e) Our Representatives

You must co-operate fully with us and our authorised representatives including loss adjusters and other experts that we have appointed at all times.

#### f) Other Information and Assistance

You must as soon as practicably possible provide any information and assistance we may require.

#### g) Your Authority

You must not negotiate, pay, settle, offer to settle, admit to or deny any claim without our prior written consent.

#### h) Your Duty of Care

You must take all care to limit any loss, damage or injury.

#### i) Evidence & Value

Where we request you must provide us with evidence of value or age (or both) for items involved in your claim.

#### j) Your Property

Your property shall remain yours at all times. We will only take ownership of or accept liability for your property if we have agreed with you in writing to do so.

If you fail to comply with any of the points detailed in '1. Your duties in the event of a claim – Things you need to do' shown above this insurance may become invalid.



## 2. How we deal with your claim

### a) Payment of Claims

Subject to you complying with '1. Your duties in the event of a claim – Things you need to do' as detailed above, we will ensure that we will pay sums due to you for any valid claim allowing time for investigation and assessment of the claim.

### b) Defence of Claims

We have the right to:

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

### c) Joint Insureds

The most we will pay is the relevant sum insured. If there is more than one of you the total amount we will pay will not exceed the amount we will be liable to pay any one of you.

### d) Our Rights

After a claim we have the right to:

- take over and conduct in your name, the defence or settlement of any claim
- prosecute in your name to recover, at our expense and for our benefit, any payment we have made under this insurance
- inspect any damaged property should we wish to do so.

### e) Excess

In respect of a single event, if your claim is for loss or damage under more than one section of your policy, we will only deduct one excess rather than deduct an excess per section.

The excess deducted will be the highest excess of the sections you are claiming under.

## Section 1 - Buildings - Standard Cover

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

We will not pay more than the sum insured less the excess for each premises shown on your schedule.

### What is covered

This insurance covers the buildings for physical loss or damage caused by

1. fire, lightning, explosion or earthquake
2. aircraft and other flying devices or items dropped from them
3. **storm, flood** or weight of snow
4. escape of water from or frost damage to fixed water tanks, apparatus or pipes
5. escape of oil from a fixed domestic oil-fired heating installation or smoke damage caused by a fault in any fixed domestic heating installation
6. theft or attempted theft
7. collision by any vehicle or animal

### What is not covered

We will not pay

- a) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 in Section 1 – Buildings – Standard Cover
- b) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, hot tubs, tennis courts, drives, paths, patios and terraces, gates and fences, septic tanks, lamp posts, wind turbines, solar panels and ornamental fountains and ponds.
- a) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 in Section 1 – Buildings – Standard Cover.
- b) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, hot tubs and ornamental fountains or ponds.
- c) for loss or damage while the home is unoccupied.
- d) for loss or damage due to the failure or lack of grouting or sealant.
- a) for loss or damage while the home is unoccupied.
- b) for loss or damage caused by escape of oil from an oil tank unless you can provide evidence that the oil tank is less than 10 years old or that it is inspected annually by a qualified OFTEC engineer and certified as in good condition without the need for repair or replacement
- a) for loss or damage while the home is unoccupied.
- b) for loss or damage while the home is lent, let or sublet unless the loss or damage follows damage to the home and/or threat or violence against you or the occupant in the course of entry.

This insurance covers the buildings for physical loss or damage caused by

8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously

9. subsidence or heave of the site on which the buildings stand or landslip

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

11. falling trees, telegraph poles or lamp-posts

We will not pay

a) for loss or damage while the home is unoccupied.

a) for loss or damage to swimming pools, hot tubs, tennis courts, service tanks, central heating oil tanks, ground source heating pumps, terraces, paths, drives, walls, fences, gates and hedges unless your home is damaged by the same cause and at the same time.

b) for loss or damage caused by settlement.

c) for loss or damage caused by riverbank or coastal erosion.

d) for loss or damage arising from defective materials or faulty workmanship.

e) for loss or damage arising from movement of solid floor slabs, unless the foundations beneath the exterior walls of your home are damaged by the same cause and at the same time.

a) for loss or damage to radio and television aerials, satellite dishes, their fittings and masts.

a) for loss or damage caused by trees being cut down or cut back within the premises.

b) for loss or damage to gates and fences.

c) for removing any part of the tree that is still below the ground.

d) for restoring the site.

## Section 1 – Buildings – Additional Cover

The following additional cover is automatically provided by the policy unless amended by endorsement as stated on your schedule.

The limits shown under the following additional covers are in addition to the sums insured shown on your schedule.

What is covered

This section of the insurance also covers

A – Accidental Damage to Fixtures & Fittings

We will pay for accidental damage to:

- fixed glass and double glazing (including the cost of replacing frames)
- solar panels
- sanitary ware
- ceramic hobs

all forming part of the buildings.

What is not covered

We will not pay

a) for loss or damage while the home is unoccupied.

This section of the insurance also covers

## B – Accidental Damage to Services

We will pay for accidental damage to:

- domestic oil pipes
- underground water-supply pipes
- underground sewers, drains and septic tanks
- underground gas pipes
- underground cables

which you are legally responsible for and which provide services to or from your home.

## C – Loss of Rent/Alternative Accommodation

- i) The rent you would have received but are unable to recover while the home cannot be lived in following loss or damage which is covered under the events insured under numbers 1 to 11 in Section 1 – Buildings – Standard Cover;
- or
- ii) The cost of using other accommodation substantially the same as your existing accommodation, which you have to pay for you and your pets and horses as the home cannot be lived in following loss or damage which is covered under the events insured under numbers 1 to 11 in Section 1 – Buildings – Standard Cover

## D – Professional Fees & Expenses

Expenses you have to pay and which we have agreed in writing for:

- architects', surveyors', consulting engineers' and legal fees
- the cost of removing debris and making safe the buildings
- costs you have to pay in order to comply with any government or local authority requirements

following loss or damage to the buildings which is covered under section 1.

## E – Loss of Metered Water

Increased domestic metered water charges you have to pay following an escape of water which is covered under the event insured under number 4 in Section 1 – Buildings – Standard Cover.

We will not pay

- a) for loss or damage while the home is unoccupied.
- a) any amount over 25% of the sum insured for the buildings damaged or destroyed.
  - b) any loss of rent or alternative accommodation payable after the property is reinstated and ready for habitation.
  - c) any costs incurred without our agreement to pay.
  - d) any costs recoverable elsewhere.
  - e) more than 24 months for this additional cover.
  - f) any loss of rent at the same time as paying the cost of alternative accommodation
  - g) any alternative accommodation at the same time as paying loss of rent.
  - h) any alternative accommodation for your lodgers/paying guests unless we specifically agree.
- a) any expenses for preparing a claim or an estimate of loss or damage.
  - b) any costs if government or local authority requirements have been served on you before the loss or damage.
- a) more than £5,000 in any period of insurance. If you claim for such loss under sections 1 and 2, we will not pay more than £5,000 in total.
  - b) for loss of metered water whilst your home is unoccupied.

This section of the insurance also covers

We will not pay

#### F – Sale of your Premises

Anyone buying the premises will be entitled to the benefit of Section 1 for the period from exchange of contracts (or if in Scotland from the date you accept the offer of purchase) until completion of the sale or expiry of the insurance whichever is the sooner.

- a) if the buildings are more specifically insured under any other insurance.
- b) any claim under any other additional covers of this policy.

#### G – Trace & Access

The costs incurred to find the source of escape of:

- water, oil or gas (including LPG) from any domestic water or heating installation within the home including subsequent repairs to walls, floors and ceilings
- water from underground service pipes, cables, sewers and drains for which you are legally responsible outside the home but at the address shown on your schedule.

- a) more than £7,500 in any period of insurance.
- b) any costs incurred whilst the home is unoccupied.
- c) costs incurred if the escape of water, oil or gas (including LPG) commenced before cover starts.

#### H – Loss of Oil

Loss of domestic oil from fixed fuel oil tanks.

- a) more than £5,000 in any period of insurance. If you claim for such loss under sections 1 and 2, we will not pay more than £5,000 in total.
- b) for loss of oil whilst your home is unoccupied.
- c) any loss of oil from an oil tank unless you can provide evidence that the oil tank is less than 10 years old or that it is inspected annually by a qualified OFTEC engineer and certified as in good condition without the need for repair or replacement

#### I – Squatters

The cost of alternative accommodation for you and your pets and horses while your home is occupied by squatters.

- a) more than £5,000 any one claim.
- b) any alternative accommodation for your lodgers/paying guests unless we specifically agree.

#### J – Emergency Entries

Damage to the buildings caused when the fire service, the Police or the ambulance service have to make a forced entry because of an emergency to you.

- a) more than £5,000 any one claim.

#### K – Garden, Plants & Shrubs

Damage to your garden caused by fire, lightning, explosion, impact by any aircraft or other aerial devices, impact by rail or road vehicles, anything dropped from an aircraft, theft, vandalism and malicious damage.

- a) more than £2,500 any one claim.
- b) more than £500 for any one plant, tree or shrub.
- c) any costs relating to any undamaged part of the garden.
- d) for any plants grown on a commercial basis.

This section of the insurance also covers

## L – Replacement Locks

Costs you have to pay for replacing & installing locks and keys to safes, alarms, external doors and windows of the home following:

- a) theft or loss of your keys; or
- b) where there is evidence that such keys have been copied by an unauthorised person.

## M – Ground Rent

Ground rent which you have to pay whilst the home cannot be lived in following loss or damage which is covered under the events insured under numbers 1 to 11 in Section 1 – Buildings – Standard Cover

## N – Damage by Emergency Services

The cost of restoring any loss or damage caused to landscaped gardens by the Emergency Services in attending the premises due to loss or damage which is covered under numbers 1 to 11 in Section 1 – Buildings – Standard Cover.

## O – Unauthorised Use of Electricity Gas or Water

The costs of metered electricity, gas (including LPG) or water for which you are legally responsible arising from its unauthorised use by persons taking possession or occupying the home without your consent.

## P – Removal of Nests

Costs incurred by you to remove bees, wasps and hornets nests from the premises.

## Q – Illegal Depositing of Waste

The removal of illegally deposited waste from your premises to a licensed waste management site.

Reinstating any damage caused by the illegal dumping of waste at your premises.

## R – Security Expenses

Costs incurred by you to:

- refill fire extinguisher appliances
- replace used sprinkler heads
- reset fire, intruder alarms and closed circuit television equipment

following loss or damage which is covered under Section 1 - Buildings - Standard Cover.

We will not pay

- a) any amount over £5,000 in any period of insurance. If you claim for such loss under sections 1 and 2, we will not pay more than £5,000 in total.

- a) any amount over 10% of the sum insured for the buildings damaged or destroyed.
- b) any ground rent payable after the property is reinstated and ready for habitation.
- c) any costs incurred without our agreement to pay.
- d) any costs recoverable elsewhere.
- e) more than 24 months for this additional cover.

- a) more than £2,500 any one claim

- a) more than £5,000 any one claim
- b) where you have not acted as soon as practicably possible to stop the unauthorised use once you had been made aware of the unauthorised use.

- a) more than £1,000 any one claim.

- a) more than £1,000 any one claim.

- a) more than £5,000 any one claim.

## Section 1 – Buildings – Accidental Damage

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

### What is covered

This extension covers accidental damage to the buildings

### What is not covered

We will not pay

- a) for damage or any proportion of damage which we specifically exclude elsewhere under section 1.
- b) for the buildings moving, settling, collapsing or cracking.
- c) for damage while the home is lent, let or sublet.
- d) for the cost of maintenance and routine decoration
- e) for damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost.
- f) for damage to swimming pools, hot tubs, tennis courts, drives, paths, patios and terraces, walls, gates and fences, septic tanks, lamp posts, ornamental fountains and ponds and fuel tanks.
- g) for any damage caused by or contributed to by or arising from any kind of pollution and/or contamination.
- h) for damage caused by chewing, tearing, scratching, fouling, urinating or vomiting by your pets.

## Section 1 - Buildings - Conditions that Apply to this Section Only

### How we deal with your claim

1. If your claim for loss or damage is covered under section 1, we will at our option pay the costs of repairing or rebuilding as long as:
  - the buildings were in a good state of repair prior to the loss or damage and
  - the sum insured is enough to pay for the full cost of rebuilding the buildings in their present form and
  - the damage has been repaired or loss has been reinstated.
2. We will pay up to 50% of the cost of replacing any undamaged parts of the buildings which form part of a pair, set, suite or part of a common design or function but no more than the buildings sum insured shown on your schedule.

### Your sum insured

If, at the time of any loss or damage, the buildings sum insured is not enough to reconstruct your buildings we will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the sum insured.

For example, if the premium you have paid for your buildings insurance is equal to 75% of what your premium would have been if your buildings sum insured was enough to reconstruct your buildings, then we will pay up to 75% of any claim made by you.

### Limit of insurance

We will not pay more than the sum insured less the excess for each premises shown on your schedule.



## Section 2 – Contents – Standard Cover

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

We will not pay more than the sum insured less the excess for each premises shown on your schedule.

### What is covered

This insurance covers the contents for physical loss or damage caused by

1. fire, lightning, explosion or earthquake
2. aircraft and other flying devices or items dropped from them
3. **storm, flood** or weight of snow
4. escape of water from fixed water tanks, apparatus or pipes
5. escape of oil from a fixed domestic oil-fired heating installation or smoke damage caused by a fault in any fixed domestic heating installation
6. theft or attempted theft
7. collision by any vehicle or animal
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously
9. subsidence or heave of the site on which the buildings stand or landslip
10. falling trees, telegraph poles or lamp-posts

### What is not covered

We will not pay

- a) for property in the open.
- a) for loss or damage while the home is unoccupied.
- b) for loss or damage due to the failure or lack of grouting or sealant.
- a) for loss or damage while the home is unoccupied.
- b) for loss or damage caused by escape of oil from an oil tank unless you can provide evidence that the oil tank is less than 10 years old or that it is inspected annually by a qualified OFTEC engineer and certified as in good condition without the need for repair or replacement.
- a) for loss or damage while the home is unoccupied.
- b) for loss or damage while the home is lent, let or sublet unless the loss or damage follows damage to the home and/or threat or violence against you or the occupant in the course of entry.
- a) for loss or damage while the home is unoccupied.
- a) for loss or damage caused by settlement.
- b) for loss or damage caused by riverbank or coastal erosion
- c) for loss or damage arising from defective materials or faulty workmanship.
- d) for loss or damage arising from movement of solid floor slabs, unless the foundations beneath the exterior walls of your home are damaged by the same cause and at the same time.
- a) for loss or damage caused by trees being cut down or cut back within the premises.

## Section 2 – Contents – Additional Cover

The following additional cover is automatically provided by the policy unless amended by endorsement as stated on your schedule.

The limits shown under the following additional covers are in addition to the sums insured shown on your schedule.

### What is covered

This section of the insurance also covers

#### A – Accidental Damage to Electronic Equipment

We will pay for accidental damage to the following electronic equipment situated in your home:

- televisions, satellite decoders
- audio and visual equipment including MP3 players, cameras and portable DVD and BluRay players
- radios
- home computers, laptops, tablets, e-readers
- gaming consoles including hand held gamers
- mobile phones

#### B – Accidental Damage of Fixtures & Fittings

We will pay for accidental damage to:

- fixed glass and double glazing
- sanitary ware
- mirrors
- glass tops and fixed glass in furniture
- ceramic hobs

forming part of the buildings which you are legally liable for as a tenant and do not have other insurance for.

### What is not covered

We will not pay

- a) for damage or deterioration caused in the process of repair, renovation, or dismantling.
  - b) for damage to tapes, records, cassettes, discs, memory sticks or computer software.
  - c) for mechanical or electrical faults or breakdown.
  - d) for loss or damage while the home is unoccupied.
- 
- a) for the cost of repairing, removing or replacing frames.
  - b) for loss or damage while the home is unoccupied.

This section of the insurance also covers

C – Your contents temporarily away from your home

We will pay for loss or damage by any of the events insured under numbers 1 to 10 in Section 2 – Contents – Standard Cover while your contents are temporarily away from your home for up to a maximum of 120 days in any one period of insurance.

D – Rent Owed

The rent you have to pay as occupier of the home, if the home cannot be lived in following loss or damage which is covered under the events insured under numbers 1 to 10 in Section 2 – Contents – Standard Cover.

E – Alternative Accommodation

The cost of using other accommodation substantially the same as your existing accommodation, which you have to pay for you and your pets and horses as the home cannot be lived in following loss or damage which is covered under the events insured under numbers 1 to 10 in Section 2 – Contents – Standard Cover.

We will not pay

- a) for contents outside the United Kingdom.
  - b) for money or credit cards.
  - c) any amount over £10,000
  - d) for contents removed for sale or exhibition.
  - e) for theft unless the loss or damage follows breakage or damage in the home in the course of entry.
  - f) more than 30 days in any professional storage facility.
  - g) for your contents temporarily away from your home unless they are:
    - in any occupied private dwelling
    - in any building where you are living or working
    - in any building for valuation, cleaning or repair
    - in any professional storage facility
    - in any bank or safe deposit
- 
- a) any amount over 25% of the contents sum insured.
  - b) more than 24 months for this additional cover.
  - c) any costs recoverable elsewhere.
  - d) any costs incurred without our agreement to pay.
  - e) any rent you have to pay after the property is reinstated and ready for habitation.
- 
- a) any amount over 25% of the contents sum insured.
  - b) more than 24 months for this additional cover.
  - c) any costs recoverable elsewhere.
  - d) any costs incurred without our agreement to pay.
  - e) any alternative accommodation payable after the property is reinstated and ready for habitation.
  - f) any alternative accommodation at the same time as paying loss of rent.
  - g) any alternative accommodation for your lodgers/paying guests unless we specifically agree.

This section of the insurance also covers

#### F – Tenants Liability

We will cover loss or damage caused by the events insured under numbers 1 to 10 in Section 2 – Contents – Standard Cover to the buildings you have been made legally responsible for as a tenant of your premises.

This does not include tenants/leaseholders **fixtures and fittings**.

We will not pay

- a) more than £15,000 or 10% of the sum insured for contents (whichever is the greater) for loss or damage to the buildings.
- b) **for loss or damage caused by fire, lightning or explosion to the buildings other than to the landlord's fixtures or fittings.**
- c) for loss or damage arising from subsidence, heave or landslip.
- d) for loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously.
- e) for loss or damage while the home is unoccupied.
- f) the cost of maintenance and normal redecoration.

#### G – Accidental Damage to Services

We will pay for accidental damage to:

- domestic oil pipes
- underground water-supply pipes
- underground sewers, drains and septic tanks
- underground gas pipes
- underground cables

which you are legally liable for as tenant only.

- a) for loss or damage while the home is unoccupied.

#### H – Fatal injury

Fatal injury to you, happening at the premises, caused by outward and visible violence by **burglars or by fire, provided that death ensues** within twelve (12) months of such injury.

- a) more than £10,000 for each insured person (or £5,000 for each insured person under sixteen (16) years of age) at the time of death.
- b) more than once under your policy for any one incident.
- c) for domestic employees.

#### I – Replacement Locks

Costs you have to pay for replacing & installing locks and keys to safes, alarms, external doors and windows of the home following:

- a) theft or loss of your keys; or
- b) where there is evidence that such keys have been copied by an unauthorised person.

- a) any amount over £5,000 in any period of insurance. If you claim for such loss under sections 1 and 2, we will not pay more than £5,000 in total.

This section of the insurance also covers

## J – Loss of Metered Water

Increased domestic metered water charges you have to pay following an escape of water which is covered under the event insured under number 4 in Section 2 – Contents – Standard Cover.

## K – Loss of Oil

Loss of domestic oil from fixed fuel oil tanks.

## L – Reinstating Data

The cost involved in reinstating your electronic data including digital downloads stored on your computer(s) or other personal electronic entertainment equipment as a result of loss or damage covered under section 2.

## M – Temporary Increases to the Sum Insured

Loss or damage to additional contents between one month before and one month after:

- a) a wedding, civil partnership, anniversary and birthday, and/or
- b) a religious celebration.

## N – Students and Boarders Possessions

Loss or damage to students and boarders possessions inside the student or boarders accommodation or other occupied building or being carried between those buildings within the United Kingdom during the period of insurance.

## O – Household Removals

We will pay for loss or damage by any of the events insured under numbers 1 to 10 in Section 2 – Contents – Standard Cover while your contents are being permanently removed from your home to any other private property you are going to live including while they are being temporarily stored for up to 72 hours.

We will not pay

- a) more than £5,000 in any period of insurance. If you claim for such loss under sections 1 and 2, we will not pay more than £5,000 in total.
- b) for loss of metered water whilst your home is unoccupied.
- a) more than £5,000 in any period of insurance. If you claim for such loss under sections 1 and 2, we will not pay more than £5,000 in total.
- b) for loss of oil whilst your home is unoccupied.
- c) any loss of oil from an oil tank unless you can provide evidence that the oil tank is less than 10 years old or that it is inspected annually by a qualified OFTEC engineer and certified as in good condition without the need for repair or replacement
- a) more than £2,500 in any one claim.
- b) for any illegal data
- a) more than £5,000 in any one claim.
- b) more than £1,000 any one item
- a) more than £5,000 any one claim.
- b) for theft unless accompanied by forcible and violent entry.
- a) for contents outside the United Kingdom.
- b) for money or credit cards.
- c) for loss or damage to porcelain, china, glass and other brittle articles.

This section of the insurance also covers

**P – Home Business Contents**

We will pay for loss or damage by any of the events insured under numbers 1 to 10 in Section 2 – Contents – Standard Cover for home business contents subject to your contents sum insured including home business contents.

**Q – Guests, Visitors & Domestic Employee(s) Personal Effects**

We will pay for loss or damage by any of the events insured under numbers 1 to 10 in Section 2 – Contents – Standard Cover for guests, visitors and domestic employee(s) personal effects not insured elsewhere while in your home.

**R – Ground Rent**

Ground rent which you have to pay whilst the home cannot be lived in following loss or damage which is covered under the events insured under numbers 1 to 10 in Section 2 – Contents – Standard Cover.

We will not pay

a) more than £5,000 in any one claim.

a) more than £2,500 in any one claim.

b) more than £1,000 any one item

a) any amount over 10% of the contents sum insured.

b) any ground rent payable after the property is reinstated and ready for habitation.

c) any costs incurred without our agreement to pay.

d) any costs recoverable elsewhere.

e) more than 24 months for this additional cover.

## Section 2 – Contents – Accidental Damage

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

**What is covered**

This extension covers accidental damage to the contents within your premises.

**What is not covered**

We will not pay

a) for damage or any proportion of damage which we specifically exclude elsewhere under section 2.

b) for damage or deterioration of any article caused by dyeing, repair, renovation or whilst being worked upon.

c) for damage caused by chewing, tearing, scratching, fouling, urinating or vomiting by your pets.

d) for money or credit cards.

e) for damage while the home is lent, let or sub let.

f) for damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost.

g) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination.

## Section 2 – Contents – Conditions that Apply to this Section Only

### How we deal with your claim

1. If you claim for loss or damage to the contents we will at our option repair, replace or pay for any article covered under section 2.

For total loss or destruction of any article we will pay you the cost of replacing the article as new, as long as:

- the new article is as close as possible to but not an improvement on the original article when it was new; and
- you have paid or we have authorised the cost of replacement.

The above basis of settlement will not apply to:

- clothes
- pedal cycles including electrically assisted pedal cycles

where we will pay up to the value of the item at the time of loss or damage.

2. We will pay up to 50% of the cost of replacing any undamaged parts of the contents which form part of a pair, set, suite or part of a common design or function but no more than the contents sum insured shown on your schedule.

### Your sum insured

If, at the time of any loss or damage, the contents sum insured is not enough to replace the entire contents of your home as new, we will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the sum insured.

For example, if the premium you have paid for your contents insurance is equal to 75% of what your premium would have been if your contents sum insured was enough to replace the entire contents of your home as new, then we will pay up to 75% of any claim made by you.

### Limit of insurance

We will not pay any more than the sum insured for the contents less the excess of each premises shown on your schedule.



## Section 3 – Accidents to Domestic Employees

This section applies only if the contents are insured under Section 2.

### What is covered

We will pay you

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

### What is not covered

We will not pay you for bodily injury arising

- a) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the period of insurance.
- b) from the ownership, operation or possession of any mechanically propelled vehicle (except domestic gardening equipment or motorised mobility scooters, electric wheelchairs and powerchairs).

### Limit of insurance

We will not pay more than the limit shown on your schedule for any one accident or series of accidents arising out of any one event, plus the costs and expenses which we have agreed in writing.

## Section 4 – Legal Liability to the Public

This section applies only if the schedule shows that either the buildings are insured under section 1 or the contents are insured under section 2 of this insurance.

### Part A - Legal Liability

Part A of this section applies in the following way:

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

#### What is covered

We will pay you

- i) as owner or occupier for any amounts you become legally liable to pay as damages for:
- bodily injury
  - damage to property

caused by an accident happening at the premises during the period of insurance,

OR

- ii) as a private individual for any amounts you become legally liable to pay as damages for:
- bodily injury
  - damage to property

caused by an accident happening anywhere in the world during the period of insurance

#### What is not covered

We will not pay you for any liability

- a) for bodily injury to:
- you
  - any member of your immediate family that lives with you at your main home.
  - any person who at the time of sustaining such injury is employed by you
- b) for bodily injury arising from any infectious disease, virus or syndrome, including, for example sexually transmitted diseases or viruses, such as human immunodeficiency virus (HIV), acquired immune deficiency syndrome (AIDS) or any variations however caused.
- c) arising out of any criminal or violent act to another person or property.
- d) for damage to property owned by or in the charge or control of
- you
  - any other permanent member of the home
  - any person employed by you.
- e) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the period of insurance.
- f) arising out of advice given, services rendered or any activity in respect of any profession, occupation or business, other than the use of your home as an office for non manual work in connection with your home business.
- g) which you have assumed under contract and which would not otherwise have attached.

We will not pay you for any liability

- h) arising out of your ownership, possession or use of:
  - i) any motorised or horsedrawn vehicle other than:
    - domestic gardening equipment used within the premises
    - pedestrian controlled gardening equipment used elsewhere and
    - motorised mobility scooters, electric wheelchairs and powerchairs
    - electrically assisted pedal cycles
  - ii) any power-operated lift (other than domestic stairlifts)
  - iii) any aircraft or boat or vessel other than manually operated rowing boats, punts or canoes
  - iv) any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, the Dangerous Dogs Act Amendment 1997, the Dangerous Dogs Act Amendment 2014, The Dogs (Northern Ireland) Order 1983, The Dangerous Dogs (Northern Ireland) Order 1991 or the Control of Dogs (Scotland) Act 2010 or any amending legislation.
- i) if you are entitled to payment under any other insurance until such insurance is exhausted.
- j) in respect of any kind of pollution and/or contamination other than:
  - caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the premises named on your schedule; and
  - reported to us as soon as practicably possible, but not later than 30 days from the end of the period of insurance;in which case all such pollution and/or contamination arising out of such accident shall be treated as having happened at the time of such accident.
- k) arising out of your ownership, occupation, possession or use of any land or building that is not within the premises.
- l) arising as a result of escape of oil from an oil tank unless you can provide evidence that the oil tank is less than 10 years old or that it is inspected annually by a qualified OFTEC engineer and certified as in good condition without the need for repair or replacement.
- m) arising out of your ownership, possession or use of any vehicle where any Road Traffic Act or similar legislation says that you must have motor liability insurance.

## Part B - Unrecovered Damages

### We will pay you

sums which you have been awarded by a court in the United Kingdom and which still remain outstanding three months after the award has been made provided that:

- Part A ii) of this section would have paid you had the award been made against you rather than to you
- there is no appeal pending
- you agree to allow us to enforce any right which we shall become entitled to upon making payment.

### We will not pay you

- a) for any amount in excess of £100,000.

## Part C - Defective Premises Act

### We will pay you

any amount you become legally liable to pay under section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any home previously owned and occupied by you.

### We will not pay you

- a) for any liability if you are entitled to payment under any other insurance.
- b) for the cost of repairing any fault or alleged fault.

## Limit of insurance

We will not pay more than the limit shown on your schedule for any one accident or series of accidents arising out of any one event, plus the costs and expenses which we have agreed in writing.

## Section 5 – Valuables and Personal Possessions

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

We will not pay more than the sum insured less the excess shown on your schedule.

### What is covered

Valuables and personal possessions up to the sum insured shown on your schedule against physical loss or physical damage within the geographical limits shown on your schedule.

### What is not covered

We will not pay

- a) for damage caused by moth or vermin.
- b) any amount over £2,500 for any one item unless stated otherwise on your schedule.
- c) for damage or deterioration of any article caused by dyeing, repair, renovation or whilst being worked upon.
- d) for damage to guns caused by rusting or bursting of barrels.
- e) for breakage of any sports equipment whilst in use.
- f) for theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under your personal supervision.
- g) any amount over £2,000 in total in respect of theft or disappearance of property from any unattended vehicle.
- h) for theft or disappearance of any item from an unattended vehicle unless hidden from view within a concealed boot, concealed luggage compartment, a closed glove compartment or under a manufacturers internal fitted cover/ parcel shelf that is locked and forcible and violent entry is used to break into the vehicle.
- i) for damage caused by chewing, tearing, scratching, fouling, urinating or vomiting by your pets.
- j) for loss or damage to precious metals, pictures and works of art which occurs outside your premises.

## Section 5 – Valuables and Personal Possessions - Conditions that Apply to this Section Only

### How we deal with your claim

1. We will at our option repair, replace or pay for any article lost or damaged.
2. If any insured item which is part of a pair or set we will pay up to 50% of the cost of replacing any undamaged parts of the valuables and personal possessions which form part of a pair, set, suite or part of a common design or function but no more than the valuables and personal possessions sum insured shown on your schedule.

### Your sum insured

If, at the time of any loss or damage, the unspecified or specified valuables and personal possessions sum insured is not enough, we will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the sum insured.

For example, if the premium you have paid for unspecified or specified valuables and personal possessions insurance is equal to 75% of what your premium would have been if your unspecified or specified valuables and personal possessions sum insured was enough, then we will pay up to 75% of any claim made by you.

However, if personal possessions are lost or damaged away from the home we will not take account of the value of personal possessions in the home at the time of such loss or damage.

### Limit of insurance

We will not pay more than the sum insured less the excess shown on your schedule.

## Section 6 – Domestic Freezer Cover

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

We will not pay more than the sum insured less the excess shown on your schedule.

### What is covered

Section 2 of this insurance extends to cover the cost of replacing your food in your fridge or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes.

### What is not covered

We will not pay

- a) for loss or damage caused by any electricity or gas company cutting off or restricting your supply.
- b) for loss or damage due to the failure of your electricity or gas supply caused by a strike or any other industrial action.

### Limit of insurance

We will not pay more than the sum insured less the excess shown on your schedule.

## Section 7 – Pedal Cycle Cover

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

### What is covered

Section 2 of this insurance extends to cover the cost of repairing or replacing your pedal cycles or EAPC following:

- theft or attempted theft
- accidental damage

occurring anywhere in the United Kingdom and up to 60 days worldwide

### What is not covered

We will not pay

- a) for loss or damage to:
  - tyres
  - lamps
  - accessoriesunless the cycle is stolen or damaged at the same time.
- b) for loss or damage while the cycle is used for racing or pacemaking or is let out on hire or is used other than for private purposes.
- c) to replace a stolen cycle which has been left unattended unless it was locked to an immovable object or kept in a locked building at the time of the theft.
- d) any amount over £750 for any one cycle unless stated otherwise on your schedule or the specification(s) attached to the schedule.

### Limit of insurance

We will not pay more than the sum insured less the excess shown on your schedule.



## Section 8 – Money & Credit Card Cover

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

We will not pay more than the sum insured less the excess shown on your schedule.

### What is covered

Section 5 of this insurance extends to cover the following:

- theft or accidental loss of money
- any amounts which you become legally liable to pay as a result of unauthorised use following loss or theft of your credit cards

within the geographical limits shown on your schedule, provided that within 24 hours of you discovering any such loss or theft, you have notified the Police (or when outside of the UK the local Police, transit authority, hotel or airport security) and, in the case of credit cards, the card issuing company.

### What is not covered

We will not pay

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

### Limit of insurance

We will not pay more than the sum insured less the excess shown on your schedule.

## Section 9 – Legal Expenses

This section applies only if your schedule shows that it is included.

Your schedule shows the provider and insurer of this section.

### Legal Helpline

You can use the helpline service to discuss any legal or taxation problem occurring within the United Kingdom, the Channel Islands and the Isle of Man, and arising during the period of this policy.

Specialist lawyers are at hand to help you. If you need a lawyer or accountant to act for you and your problem is covered under this insurance, the helpline will ask you to complete and submit a claim form. If your problem is not covered under this insurance, the helpline may be able to offer you assistance under a private funding arrangement.

Please refer to the section 'How to Make a Claim' on your schedule for the contact details.

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

### How much we will pay

If a claim is accepted under this insurance, we will appoint our panel solicitors, or their agents, to handle your case. You are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **conflict of interest** arises. Where it is necessary to start court proceedings or a **conflict of interest** arises and you want to use a legal representative of your own choice, advisers' costs payable by us are limited to no more than (a) our standard advisers' costs; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs Regime, whichever is the lower amount.

The insurance covers costs as detailed under the separate sections of cover, less any excess up to the maximum amount payable where:-

- a) The insured event takes place in the period of insurance and within the territorial limits; and
- b) The legal action takes place within the territorial limits.

This insurance does not provide cover where something you do or fail to do prejudices your position or the position of the insurer in connection with the legal action.

## Additional Definitions – Words with Special Meanings

The following additional definitions apply to this section of the policy only. Where the following words appear in bold they have these special meanings:

### Adviser

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

### Advisers' Costs

Legal or accountancy fees and disbursements incurred by the adviser.

### Adverse Costs

Third party legal costs awarded against you which shall be paid on the standard basis of assessment provided that these costs arise after written acceptance of a claim.

### Conditional Fee Agreement

An agreement between you and the adviser, or between us and the adviser which sets out the terms under which the adviser will charge you, or us for their own fees.

### Conflict of Interest

Situations where we administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.

### Contract of Employment

A contract of service, whether express or implied, and (if it is express) whether oral or in writing.

### Costs

Standard advisers' costs and adverse costs.

### Data Protection Legislation

The relevant data protection legislation in force in the territorial limits where this cover applies at the time of the insured event.

### Disclosure Breach

Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.

### Employee

An individual who has entered into or works under (or, where the employment has ceased, worked under) a contract of employment.

### Excess

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

Property infringement section: £250

All other sections £Nil

The excess shall be paid to and at the request of the adviser.

### HM Revenue and Customs Full Enquiry

An extensive examination by HM Revenue & Customs under Section 9A of the Taxes Management Act 1970 into all aspects of your PAYE income or gains.

## Insured Event

The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance.

## Tax

In accountancy matters the insured event arises on the date that you or your adviser are contacted either verbally or in writing, by the relevant department of HM Revenue & Customs advising you of either dissatisfaction with your returns, or amounts paid, or notice of intention to investigate.

For the purposes of the maximum amount payable, only one insured event will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.

## Legal Action(s)

- a) The pursuit or defence of civil legal cases for damages and/or injunctions, specific performance or;
- b) The defence of criminal prosecutions to do with your employment, or your vehicles identity
- c) The defence of motor prosecutions

## Legal Helpline

The service provided by our panel solicitors on our behalf which enables you to obtain advice on any matter which may give rise to a claim under this insurance.

## Maximum Amount Payable

**The maximum payable in respect of an insured event is as shown in your schedule. We will pay up to £100 per hour plus VAT up to the maximum amount payable in respect of an insured event.**

## Period of Insurance

The period of insurance declared to and accepted by us, which runs concurrently with the period of the underlying insurance policy to which this legal expenses insurance attaches. For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn.

## Standard Advisers' Costs

The level of advisers' costs that would normally be incurred in using a specialist panel solicitor or their agents as defined in the maximum amount payable and may, at our discretion, vary from time to time.

## Territorial Limits

Contract Pursuit, Contract Defence and Personal Injury: The United Kingdom, the Channel Islands, the Isle of Man and the European Union.

All other sections: The United Kingdom, the Channel Islands and the Isle of Man.

## You/Your/Insured

The person or persons, organisation or company named on your schedule as policyholder(s), all members of their family (including foster children and children of co-habiting partners), their civil partner or co-habiting partner who all permanently live in the home.

If you die your personal representatives will be covered to pursue or defend cases, covered under section nine (9) of this insurance, on your behalf that arose prior to or out of your death.

## We/Us/Our

Arc Legal Assistance Limited.

## Section 9 – Legal Expenses - Cover

### What is covered

#### Consumer Pursuit

Costs to pursue a legal action following a breach of a contract you have for buying or renting goods or services for your private use. The contract must have been made after you first purchased this insurance unless you have held this or equivalent cover with us or another insurer continuously from or before the date on which the agreement was made.

#### Consumer Defence

Costs to defend a legal action brought against you following a breach of a contract you have for selling your own personal goods. The contract must have been made after you first purchased this insurance unless you have held this or equivalent cover with us or another insurer continuously from or before the date on which the agreement was made.

### What is not covered

We will not pay any claim:

- a) where the breach of contract occurred before you purchased this insurance
  - b) for and/or in any way related to professional negligence
  - c) involving a vehicle owned by you or which you are legally responsible for
  - d) arising from a dispute with any government, public or local authority
  - e) arising from the purchase or sale of your main home
  - f) relating to a lease tenancy or licence to use property or land
  - g) relating to a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled
  - h) relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to you
  - i) arising from planning law
  - j) arising from constructing buildings or altering their structure for your use
- 
- a) where the breach of contract occurred before you purchased this insurance
  - b) involving a vehicle owned by you or which you are legally responsible for
  - c) arising from a dispute with any government, public or local authority
  - d) arising from the sale or purchase of your main home
  - e) relating to a lease tenancy or licence to use property or land

## Personal Injury

Costs to pursue a legal action following an accident resulting in your personal injury or death against the person or organisation directly responsible.

If the legal action is going to be decided by a court in England or Wales and the damages you are claiming are above the small claims track limit, the adviser must enter into a conditional fee agreement which waives their own fees if you fail to recover the damages that you are claiming in the legal action in full or in part. If the damages you are claiming are below the small claims track limit advisers' costs will not be covered but you can access the Legal Helpline for advice on how to take your case further.

## Employment Disputes

Standard advisers' costs to pursue a legal action brought before an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) against an employer or ex-employer for breach as an employee of your:-

- a) contract of employment; or
- b) legal rights under employment laws.

We will not pay any claim:

- a) arising from medical or clinical treatment, advice, assistance or care
- b) for stress, psychological or emotional injury unless it arises from you suffering physical injury
- c) for illness, personal injury or death caused gradually and not caused by a specific sudden event

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

## Property Infringement

Costs to pursue a legal action for nuisance or trespass against the person or organisation infringing your legal rights in relation to your main home.

We will not pay any claim:

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

## Property Damage

Costs to pursue a legal action for damages against a person or organisation that causes physical damage to your main home or your personal effects. The damage must have been caused after you first purchased this insurance.

- a) in respect of works undertaken or to be undertaken by or under the order of any government or public or local authority
- b) in respect of a contract you have entered into
- c) arising from planning law
- d) arising from constructing buildings or altering their structure for your use
- e) arising from:
  - i) subsidence meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building
  - ii) heave meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground
  - iii) land slip meaning downward movement of sloping ground
  - iv) mining or quarrying



## Motor Prosecution Defence

Standard advisers' costs to defend a legal action in respect of a motoring offence, arising from your use of a vehicle. Pleas in mitigation are covered where there is a 51% or greater prospect of such a plea materially affecting the likely outcome.

We will not pay any claim:

- a) for alleged road traffic offences where you did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving or being in control of the vehicle whilst under the influence of alcohol or non-prescribed drugs, or prescription medication where you have been advised by a medical professional not to drive.
- b) for standard advisers' costs where you are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy
- c) for parking offences which cannot lead to penalty points on your licence
- d) for standard advisers' costs incurred in excess of any costs you are able to recover under a Defendants Costs Order

## Tax

Standard advisers' costs incurred by an Accountant if you are subject to an HM Revenue and Customs Full Enquiry into your personal Income Tax position.

This cover applies only if you have:-

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

- a) where:
  - i) deliberate misstatements or omissions have been made, to the authorities
  - ii) income has been under-declared because of false representations or statements by you
  - iii) you are subject to an allegation of fraud
- b) for standard advisers' costs for any amendment after the tax return has initially been submitted to HM Revenue and Customs
- c) for enquiries into aspects of your Tax Return (Aspect Enquiries)

## School Admission Disputes

Standard advisers' costs to appeal against the decision of a Local Education Authority (LEA) arising out of the LEA's failure to conform to its published admission policy, which leads to your child or children being refused entry at the state school of your choice.

- a) arising where examinations or other selection criteria are part of the acceptance process
- b) where the process for appealing against the decision to refuse a place at the school has not been adhered to
- c) where the child has been suspended, expelled or permanently excluded from another school

## Vehicle Cloning

Costs to defend a legal action arising from use of the identity of a vehicle owned by you by another person or organisation without your permission.

## Section 9 – Legal Expenses - Exclusions

1. There is no cover where:-
  - a) You should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
  - b) An estimate of advisers' costs of acting for you is more than the amount in dispute
  - c) Advisers' costs or any other costs and expenses incurred which have not been agreed in advance or are above those for which we have given our prior written approval
  - d) Your insurers repudiate the insurance policy or refuse indemnity
2. There is no cover for:-
  - a) Claims over loss or damage where that loss or damage is insured under any other insurance
  - b) Claims made by or against your insurance adviser, the insurer, the adviser, or us
  - c) Any claim you make which is false or fraudulent or exaggerated
  - d) Defending legal actions arising from anything you did deliberately or recklessly
  - e) Costs if your claim is part of a class action or will be affected by or will affect the outcome of other claims
3. There is no cover for any claim arising from:-
  - a) A dispute between you and someone you live with or have lived with
  - b) Your business trade or profession other than as an employee
  - c) An application for a judicial review
  - d) Defending or pursuing new areas of law or test cases
4. Contracts (Rights of Third Parties) Act 1999  
 A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

## Section 9 – Legal Expenses – Conditions

If your claim is covered under a section of this policy and no exclusions apply then it is vital that you comply with the following conditions of this policy in order for your claim to proceed:

### 1. Claims

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

### 2. Prospects of Success

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

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

### 3. Proportionality

We will only pay advisers' costs that are proportionate to the amount of damages that you are claiming in the legal action. Advisers' costs in excess of the amount of damages that you are able to claim from your opponent will not be covered.

#### 4. Disputes

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

#### 5. Disclosure

If you fail to disclose relevant information or you disclose false information in relation to this policy, we, or the broker, may:

- Cancel the contract and keep the premiums if the disclosure breach is deliberate or reckless
- Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the disclosure breach been known
- Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the disclosure breach been known
- Proportionately reduce the amount you are entitled to in the event of a successful claim if a higher premium would have been charged had the disclosure breach been known.

#### 6. Proportional Costs

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

#### 7. Fraud

In the event of fraud, we:

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

#### 8. Other Insurances

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

#### 9. Cancellation

This cover is provided automatically as part of your main insurance contract and cannot be cancelled in isolation. For details on how to cancel your main insurance contract please see the 'Cooling Off and Cancellation' section at the beginning of this policy wording.

#### 10. English Law and Language

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

#### 11. Change in Law

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

## Section 9 – Legal Expenses – Claims Procedure

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

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

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

## Section 9 – Legal Expenses – Customer Services

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

If you are unhappy with the service that has been provided, you should contact us. We will always confirm to you, within five working days, that we have received your complaint. Within 4 weeks you will receive either a final response or an explanation of why the complaint has not been resolved plus an indication of when you will receive a final response. Within 8 weeks you will receive a final response or, if this is not possible, a reason for the delay plus an indication of when you will receive a final response. After eight weeks, if you are unhappy with the delay, you may refer to the Financial Ombudsman Service. You can also refer to the Financial Ombudsman Service if you cannot settle your complaint with us or before we have investigated the complaint if both parties agree.

Please see the Complaints Procedure shown on your schedule for full details on how to proceed.

### Privacy and Data Protection Notice

#### 1.Data Protection

Arc Legal Assistance are committed to protecting and respecting your privacy in accordance with the current Data Protection Legislation ("Legislation"). Below is a summary of the main ways in which we process your personal data, for more information please visit [www.arclegal.co.uk](http://www.arclegal.co.uk)

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

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

#### 3.Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by us for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for us to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in our Privacy Statement, which is available to view on the website address detailed above.

#### 4.Disclosure of Your Personal Data

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

#### 5. Your Rights

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

#### 6.Retention

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

If you have any questions concerning our use of your personal data, please contact The Data Protection Officer, please see website for full address details.

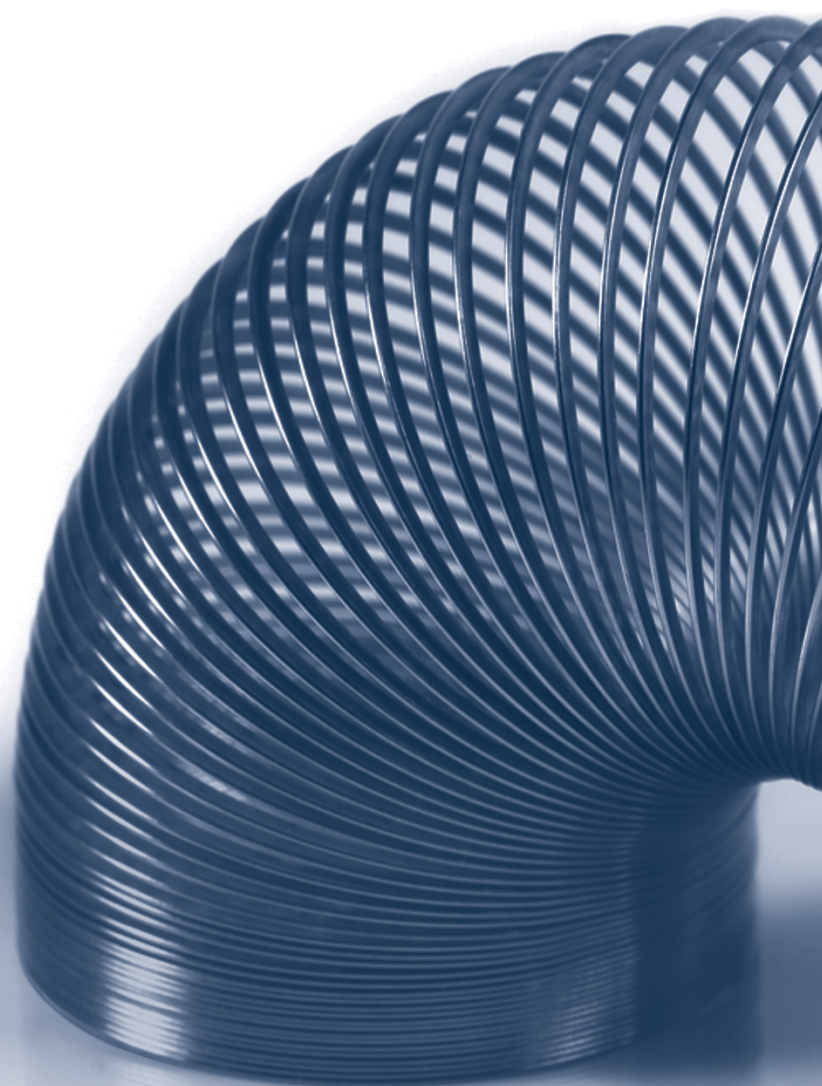
## Notes



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