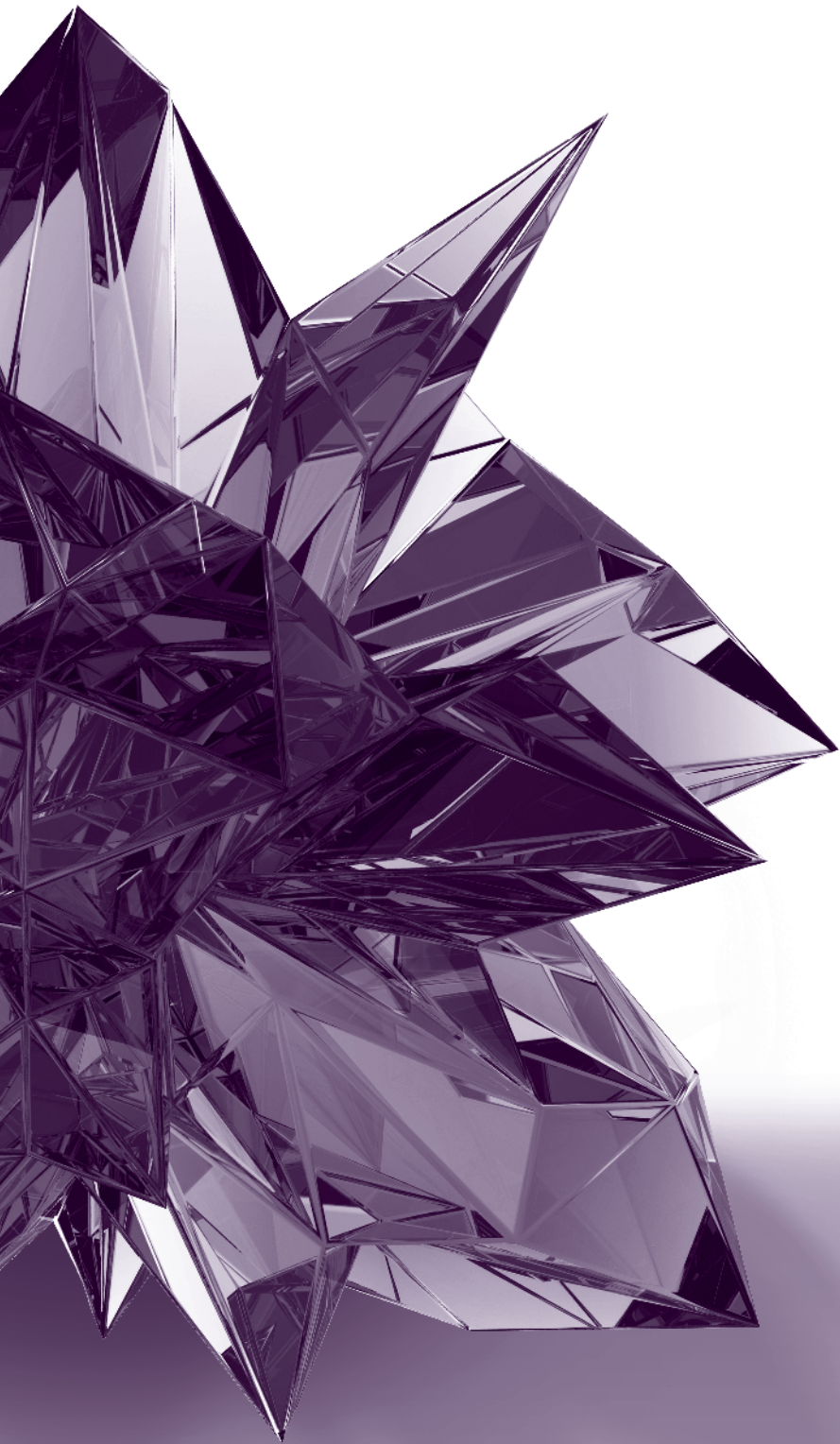




AMETHYST

ORIGINAL

All Risks Mid Net Worth
Home Insurance Policy

2026

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 - Your Buildings	20
Section 2 - Your Contents including Fine Art, Antiques and Valuables	26
Section 3 - Your Legal Liability to the Public	34
Section 4 - Your Legal Liability to your Domestic Employees	36
Section 5 - Home Emergency	37
Section 6 - Family Legal Expenses	42

Welcome

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

We are 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 strong reputation based on **our** excellent customer service and underwriting appetite.

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

We are delighted to be given the opportunity to 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.

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. **Your Buildings**
2. **Your Contents** inc. **Fine Art, Antiques & Valuables**
3. **Your** Legal Liability to the Public
4. **Your** Legal Liability to **your Domestic Employees**
5. Home Emergency
6. Family Legal Expenses

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**.

For details on how to make a **home** emergency complaint, please see the complaints procedure within Section 5 - **Home** Emergency.

For details on how to make a legal expenses complaint under Section 6, please see the complaints procedure within Section 6 - Family Legal Expenses.

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

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.

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

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

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

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

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.

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

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 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.

For guidance on making a **home emergency** claim under Section 5, please see the claims procedure within Section 5 - Home Emergency.

For guidance on making a legal expenses claim under Section 6, please see the claims procedure within Section 6 - Legal Expenses.

Emergency Repairs

If emergency repairs are required to prevent further damage **you** should arrange for them to be completed as soon as practically possible.

Should **you** require an emergency plumber or electrician please call the emergency number shown on **your schedule** and simply quote **your policy** number.

Please note that Section 5 of this **policy** covers **you** for Home Emergencies.

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.

Bank Cards

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

Bodily Injury

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

Buildings

The **home** including fixtures and fittings, fitted appliances, lifts, integral garages, **outbuildings**, greenhouses, sheds, stables, tennis courts, **swimming pools**, hot tubs, septic tanks, domestic oil or gas tanks, paved terraces, ornamental fountains and ponds, lamp posts, house signs, alarms, fixed radio and television aerials, fixed satellite dishes and their fittings and masts, drives, patios, paths, walls, gates, hedges and fences, solar panels, wind turbines, interior decorations all owned by **you** or for which **you** are legally liable at the address shown on **your schedule**.

Also included are underground services, sewers, pipes, cables and drains which connect to the public mains.

Buildings do not include land or water.

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 that belong to **you** or for which **you** are legally liable subject to the limits shown under section 2.

This definition includes **fine art and antiques, valuables, home business contents and tenant's/leaseholder's fixtures and fittings**.

Contents do not include:

- land or water
- any part of the **buildings**
- any property which is more specifically insured by another insurance

- any living creature
- motor vehicles and trailers (except those used for the domestic care of gardens, horses and pets within the boundaries of the **home**, motorised sit-in toys/miniature vehicles, **electrically assisted pedal cycles**, motorised wheelchairs/powerchairs and mobility scooters)
- caravans and accessories
- boats or vessels other than those defined as **watercraft**
- property which **you** use for business purposes other than **your home business contents**
- **students and boarders possessions**

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.

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.

Fine Art and Antiques

Individual items, collections and sets which are of artistic merit, historical value, novel, rare and/or unique including:

- antique and designer-made furniture, paintings, drawings, etchings, prints, photographs, tapestries, carpets, rugs, books and manuscripts
- sculptures, ornaments, porcelain and glass
- clocks, barometers, mechanical art and objects d'art
- stamp, coin and medal collections, wines, memorabilia and other collectables such as models and dolls all belonging to **you** or for which **you** are legally responsible

Fine art and antiques do not include **valuables**.

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 at the address shown on **your schedule** and its **outbuildings**.

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, travellers cheques, postal or money orders
- travel and seasonal travel tickets
- premium bonds, savings certificates and share certificates
- gift vouchers, luncheon vouchers, phone cards, current postage stamps (not forming part of a stamp collection) and saving stamps
- electronic cash prepayment cards

kept by **you** for private, domestic and charitable purposes for which **you** are legally responsible.

Outbuildings

Additional buildings set apart from the **home** and at the same address, including detached garages but not greenhouses or sheds.

Period of Insurance

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

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

Schedule

Your schedule forms part of this insurance and contains details of the **insurers, you, your** statement of fact, the **premises, the sum insured, the excess, any endorsement(s), the period of insurance** and sections of this insurance that 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.

Tenant's/Leaseholder's 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 not been 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 which belong to **you**. Precious metals means gold, silver and platinum, including gold and silver plate but NOT jewellery and/or watches.

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

Sections 1–4

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 4 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 Ltd will increase **your buildings and contents sum(s) insured** (but not **your valuables or fine art and antiques sum(s) insured**) 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**. 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 1 – Your Buildings – Special Extension 13 OR Section 2 – Your Contents including Fine Art, Antiques and Valuables – Special Extension 7)

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** must be the cost to replace as new.

Your sum insured for **fine art and antiques**, and **valuables** must reflect the current market value.

If, at the time of any loss or damage the **sum insured** does not represent the full value of the property insured, **we** will follow the 'Information **You Have Given Us**' and 'Change in Circumstances' notice detailed under 'Your Policy' section.

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
 - for loss or damage due to the failure or lack of grouting or sealant.

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 electrical components 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:
 - an **act of terrorism**; and/or
 - 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 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**.
10. **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.
11. **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 4 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 4 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 - Your Buildings

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

1. What is covered

We will insure **you** for physical loss or damage to the **buildings** occurring during the **period of insurance**.

2. How much we will pay

The full cost of repair, replacement or rebuilding of insured loss or damage (including **rebuilding expenses**) up to the **sum insured** shown on **your schedule** subject to the work being carried out. The basis of settlement is at **our** sole discretion. **We** will not provide any contribution, allowance or consideration for the cost of extending, improving or refurbishing any part of the **buildings**.

We will not pay any costs which **we** have not agreed in writing, any expenses for preparing a claim or an estimate of loss or damage.

The most **we** will pay is the **buildings sum insured** shown on **your schedule** less the **excess** shown on **your schedule**.

3. Special Extensions

The following special extensions are automatically provided by the **policy** unless amended by **endorsement** as stated on **your schedule**.

The limits shown under the following special extensions are in addition to the **sums insured** shown on **your schedule**.

We will pay for:

1. Alterations to the **Home**

The cost of alterations to the **home** made necessary due to an identifiable physical injury to **you** caused by a sudden and unforeseen accident during the **period of insurance**.

2. 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 Section 1.

We will not pay for:

- a) more than £15,000 in any one **period of insurance**.
- b) alterations to the **home** following accidents to **domestic employees**.
- a) more than 24 months.
- b) any costs recoverable elsewhere.
- c) any costs incurred before **we** provided **our** agreement to pay.
- d) any alternative accommodation payable after the property is reinstated and ready for habitation.
- e) any alternative accommodation at the same time as paying the loss of rent.

3. Loss of Rent

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 Section 1.

- a) more than 24 months.
- b) any loss of rent payable after the property is reinstated and ready for habitation.
- c) any costs recoverable elsewhere.
- d) any costs incurred before **we** provided **our** agreement to pay.
- e) any loss of rent at the same time as paying the cost of alternative accommodation.
- f) any alternative accommodation for **your** lodgers/paying guests unless **we** specifically agree.

We will pay for:

We will not pay for:

4. Denial of Access

The cost of alternative accommodation substantially the same as **your** existing accommodation for **you** and **your** pets and horses, if **you** are required to move from **your home** by a public authority due to any danger from neighbouring property which has been damaged by an event which would otherwise have been covered by this **policy** had **your home** been damaged.

- a) more than £5,000 in any one **period of insurance**.
- b) more than 30 days from the date when access is first denied.
- c) any costs recoverable elsewhere.
- d) any costs incurred before **we** provided **our** agreement to pay.
- e) any alternative accommodation for **your** lodgers/paying guests unless **we** specifically agree.

5. 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 5% of **your buildings sum insured** or £25,000 whichever is the lower amount for any one claim.
- b) more than £1,000 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.

6. Trace and Access

The costs incurred to find the source of escape of:

- a) water, oil or gas (including LPG) from any domestic water or heating installation within the **home** including subsequent repairs to walls, floors and ceilings
- b) 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 £15,000 in any one **period of insurance**.
- b) costs incurred if the escape of water, oil or gas (including LPG) commenced before cover starts.

7. 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) the **buildings** if they are more specifically **insured** under any other insurance.
- b) any claim under any other Special Extensions of this **policy**.

8. Fixtures & Fittings

Loss or damage to fixtures and fittings that would normally form part of **your buildings** whilst temporarily removed from **your home** to another building within the **United Kingdom**.

- a) more than 10% of **your buildings sum insured** for any one claim.

We will pay for:

We will not pay for:

9. Extended Replacement

We will, where **you** have provided **us** with a full independent professional valuation which **we** have accepted and which is no more than five years old, pay up to 125% of the index-linked **sum insured** for restoring, repairing or rebuilding damage to the insured **buildings** provided that such work is carried out and only if **you**:

- a) this extension if **your buildings** are Grade 1 or Grade A listed, or
- b) tenants improvements to the **buildings**.

- a) have notified **us** of any additions, alterations and improvements to the **buildings**
- b) have amended the **sum insured** to adequately reflect such work
- c) pay any resultant additional premium **we** require.

10. Replacement Locks

Costs **you** have to pay for replacing and 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

The **excess** for this special extension is £50.

11. New Fixtures & Fittings/Building Materials

Fixtures and fittings including appliances inside the **home** purchased by **you** for or in the course of installation.

Fixed and unfixed building materials and supplies within the boundaries of **your premises** purchased by **you** for use in construction, redecoration, maintenance, repair or alteration of **your home**.

And subject to **you** notifying **us** and paying such additional premium as **we** advise at the time.

- a) fixtures and fittings left in the open.
- b) more than £10,000 any one claim

12. 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**.

- a) more than £5,000 any one claim

We will pay for:

We will not pay for:

13. Fatal Injury

We will pay a benefit if **you** suffer a physical injury as a result of:

- a) a fire or outward and visible violence by burglars at **your premises**, or
- b) an assault in the **United Kingdom**.

provided that death ensues within twelve (12) months of such injury.

- a) more than £25,000 per person (or £5,000 for anyone under sixteen (16) years of age) at the time of death.
- b) this extension more than once under **your policy** for any one incident.
- c) **domestic employees**.
- d) more than £25,000 per person (or £5,000 for anyone under sixteen (16) years of age) where both Section 1 - Buildings and Section 2 – Contents are **insured**.

14. Reward

A reward up to £10,000 to anyone who gives information that leads to the arrest and conviction of anyone who committed an illegal act which resulted in a claim under this insurance.

- a) any reward where **you** or the Police would benefit from such payment.

15. Squatters

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

- a) more than £10,000 any one claim.
- b) any alternative accommodation for **your** lodgers/paying guests unless **we** specifically agree.

16. 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.

17. Ground Rent

Ground rent which **you** have to pay whilst the **home** cannot be lived in following loss or damage which is covered under Section 1.

- a) more than 24 months.
- b) any ground rent payable after the property is reinstated and ready for habitation
- c) any costs recoverable elsewhere
- d) any costs incurred before **we** provided **our** agreement to pay.

18. 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 Section 1.

- a) more than £2,500 any one claim.

19. 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.

- 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.

We will pay for:

We will not pay for:

20. Security Expenses

Costs incurred by **you** to:

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

following loss or damage which is covered under Section 1 – Your Buildings.

- a) more than £5,000 any one claim.

21. Removal of Nests

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

- a) more than £5,000 any one claim.

Where limits are stated under the cover detailed above those values represent the maximum amount payable under that cover subject to all other terms, conditions and exclusions applicable to Section 1.

Section 1 - Your Buildings - Exclusions

The following section specific exclusions apply in addition to the General Exclusions.

What is not covered

1. The **excess** shown on **your schedule**.
2. Loss or damage caused by:
 - contamination or pollution of any kind
 - storm, flood, frost, falling trees or weight of snow to gates, fences, pergolas, gazebos, arbours, hedges within the boundaries of the **home**
 - the process of dyeing, repair or renovation or whilst being worked on
 - rusting, corrosion, gradual or general deterioration or anything that happens gradually
 - termites, woodworm, or wood boring insects, invertebrate, molluscs', moths, insects, vermin, wet or dry rot, damp, mould, fungus, infestation or contamination caused by atmospheric or temperature changes
 - chewing, scratching, tearing, fouling, urinating, vomiting by **your** pets
 - frost damage, frozen pipework and resultant water damage, or escape of water damage whilst the **home** is **unoccupied** unless the water supply is turned off at the mains and all systems drained or the **home** is continuously heated throughout for the months of October to April
 - water suddenly leaking from **swimming pools**
 - escape of oil from any fixed heating installation or any domestic appliance whilst the **home** is **unoccupied**
 - theft, attempted theft, vandalism, malicious or **accidental damage** whilst the **home** is **unoccupied**
 - 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
3. The cost of routine maintenance and decoration.
4. Loss of value following repair, replacement or reinstatement.
5. Loss or damage to **buildings** caused by **subsidence** or **heave** of the site on which the **buildings** stand or **landslip**:
 - 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
 - caused by **settlement**
 - caused by riverbank or coastal erosion
 - arising from defective materials or faulty workmanship
 - 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
6. More than 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**.

Section 2 - Contents inc. Fine Art, Antiques and Valuables

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

1. What is covered

We will insure **you** for physical loss or damage to **your contents, fine art and antiques, and valuables** occurring during the **period of insurance**.

Cover applies while the **contents, fine art and antiques, and valuables** are at the address shown on **your schedule** and while temporarily removed from the address elsewhere in the world.

2. How much we will pay

The full cost of repair or replacement up to the **sum insured** shown on **your schedule** or up to any other limit shown below under specific limits and special extensions. The basis of settlement is **our** sole discretion.

To replace any item, pair or set but no more than the current cost as new or the market value at the time of loss for **fine art and antiques, and valuables**.

For partial losses, **we** will pay for the cost of restoration or repair but no more than the **sum insured** shown on **your schedule** or up to any other limit shown below under specific limits and special extensions in all.

Less the **excess** shown on **your schedule**.

3. Special Limits

Unless a higher amount is shown on **your schedule** the following special limits are part of the total **sum insured** for **contents**.

We will not pay more than the amounts shown for any one claim:

Fine Art and Antiques	£15,000 for any one item unless a higher amount is shown on your schedule .
Valuables	£5,000 for any one item unless a higher amount is shown on your schedule .
Total Valuables	£5,000 in total unless a higher amount is shown on your schedule .
Contents in Outbuildings including Sheds and Greenhouses	Up to £20,000.
Contents Outside of but in the Boundaries of your Home	Up to £10,000.
Personal documents, title deeds and registered bonds	Up to £5,000.
Theft from Unattended Vehicles	Up to £2,500.
Saddlery and Tack away from Home	Up to £5,000.
Watercraft including their Furnishings, Equipment and Out Board Motors	Up to £5,000.
Home Business Contents	Up to £20,000.

4. Special Extensions

The following special extensions are automatically provided by the **policy** unless amended by **endorsement** as stated on **your schedule**.

The limits shown under the following special extensions are in addition to the **sums insured** shown on **your schedule**.

We will pay for:

1. 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 Section 2.

2. 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 Section 2.

3. Denial of Access

The cost of alternative accommodation for **you** and **your** pets and horses, substantially the same as **your** existing accommodation if **you** are required to move from **your home** by a public authority due to any danger from neighbouring property which has been damaged by an event which would otherwise have been covered by this **policy** had **your home** been damaged.

4. Bank Cards

Loss arising from fraudulent use of **your bank cards**.

We will not pay for:

- a) more than 24 months.
- b) any costs recoverable elsewhere.
- c) any costs incurred before **we** provided **our** agreement to pay.
- d) any alternative accommodation payable after the property is reinstated and ready for habitation.
- e) any alternative accommodation for **your** lodgers/paying guests unless **we** specifically agree.

- a) more than 24 months.
- b) any loss of rent if **we** have already paid a claim under this section for alternative accommodation.
- c) any costs recoverable elsewhere.
- d) any costs incurred before **we** provided **our** agreement to pay.
- e) any loss of rent payable after the property is reinstated and ready for habitation.

- a) more than £5,000 in any one **period of insurance**.
- b) any costs for a period greater than 30 days from the date when access is first denied.
- c) any costs recoverable elsewhere.
- d) any costs incurred before **we** provided **our** agreement to pay.
- e) any alternative accommodation for **your** lodgers/paying guests unless **we** specifically agree.

- a) more than £25,000 in any one **period of insurance**.
- b) fraudulent activity by **you** or any person related to **you**.
- c) any loss reimbursed to the card holder.
- d) any loss **insured** elsewhere.

We will pay for:

5. Money

Physical loss of or physical damage to **your money**.

6. Domestic Heating Oil

Accidental loss of domestic heating oil from heating installations, oil tanks or pipes

7. Fatal Injury

We will pay a benefit if you suffer a physical injury as a result of:

- a) a fire or outward and visible violence by burglars at **your premises**, or
- b) an assault in the **United Kingdom** provided that death ensues within twelve (12) months of such injury.

8. Fridge and Freezer contents

Loss or damage to fridge or freezer contents due to a change in temperature caused by:

- a) the accidental failure of the fridge or freezer, or
- b) contamination by the escape of refrigerant fumes, or
- c) the failure of the power supply, unless resulting from the deliberate act or restriction of the supply company, strike action or industrial disputes.

We will not pay for:

- a) more than £2,500 any one claim.
 - b) **money** which will be replaced by the issuer.
 - c) **money** left in an unattended vehicle.
 - d) more than £500 in a hotel or other temporary accommodation unless locked in a safe or safety deposit box.
 - e) loss of value, confiscation or shortage due to **your** error or omission.
 - f) any loss not reported to the police (or when outside of the **United Kingdom** to the local police, transit authority, hotel or airport security) within 24 hours of discovery of the loss.
-
- a) more than £10,000 in any one **period of insurance**.
 - b) loss or damage while the **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 £25,000 per person (or £5,000 for anyone under sixteen (16) years of age) at the time of death
 - b) this extension more than once under **your policy** for any one incident
 - c) **domestic employees**
 - d) more than £25,000 per person (or £5,000 for anyone under sixteen (16) years of age) where both Section 1 - Buildings and Section 2 – Contents are **insured**.

We will pay for:

9. Loss of Metered Water

The proven cost of increased metered water charges resulting from an escape of water giving rise to an insured loss under this **policy**.

10. New Acquisitions

Loss or damage to newly acquired items of **contents** and **fine art and antiques**:

- a) **you** must inform **us** within 60 days of the acquisition, and
- b) **you** must pay the additional premium, and
- c) the acquisition(s) must be under **your** direct care, custody and control if in transit.

11. Replacement Locks

Costs **you** have to pay for replacing and 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

The **excess** for this special extension is £50.

12. 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.

13. 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.

14. **Students and Boarders Possessions**

Physical 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**.

We will not pay for:

- a) more than £10,000 in any one **period of insurance**.
- b) loss or damage while the **home** is **unoccupied**.

- a) more than 20% of the **contents, fine art and antiques** and **valuables sum insured** in any one claim.

- a) more than £5,000 in any one claim.
- b) any illegal data.

- a) more than £10,000 in any one claim.
- b) any single item over £1,000.

- a) more than £5,000 any one claim.
- b) theft unless accompanied by forcible and violent entry.

We will pay for:

15. Tenants Liability

Loss or damage which is covered under this section to the **buildings you** have been made legally responsible for as a tenant of the address shown on **your schedule**.

This does not include **tenant's/leaseholder's fixtures and fittings**.

16. Guests, Visitors and Domestic Employees' Personal Effects

Loss or damage to guests, visitors and **domestic employees'** personal effects not insured elsewhere while in the **home**.

17. Nursing/Residential Care Home Cover

Loss or damage to **contents** belonging to **your** dependent family members who are residing in a nursing or residential care home.

18. Pedal Cycles including Electrically Assisted Pedal Cycles (EAPC)

19. Contents Elsewhere

Loss or damage to **your contents** kept in other homes, places of work, caravans or beach huts.

20. Marquees

Loss or damage to marquees that **you** have hired.

We will not pay for:

- a) more than 20% of the **contents sum insured**.
- b) loss or damage caused by fire, lightning or explosion (other than to landlords fixtures and fittings), or **subsidence, heave and landslip**.
- c) loss or damage caused by the malicious intent of any person.
- d) loss or damage while the **buildings** are **unoccupied**.
- e) the cost of maintenance and normal redecoration.

- a) more than £5,000 any one claim.
- b) any single item, pair or set over £1,000.

- a) more than £10,000 any one claim.
- b) any single item, pair or set over £1,000.

- a) more than £5,000 any one claim unless a higher amount is shown on **your schedule**.
- b) loss or damage to pedal cycles or **EAPC** tyres, lamps and accessories unless the pedal cycle or **EAPC** is stolen or damaged at the same time.
- c) loss or damage to pedal cycles or **EAPC** while left unattended while away from the **home** unless locked to an immovable object or kept in a locked building at the time of the theft.

- a) theft unless accompanied by forcible and violent entry.
- b) more than £5,000 any one claim.
- c) any single item over £500.

- a) marquees hired for more than 7 days.
- b) more than £20,000 any one claim.
- c) any costs recoverable elsewhere

21. Quad Bikes, Go-carts and Off Road Motorcycles

Loss or damage to quad bikes that do not require a Road Traffic Act certificate of insurance and go-carts and off road motorcycles with an engine size of 50cc or less.

- a) more than £5,000 any one claim.
- b) theft or attempted theft if left unattended unless from a locked building and the quad bike, go-cart or off road motorcycles has been disabled with a ground anchor
- c) loss or damage whilst in use.

We will pay for:

We will not pay for:

22. Death of Artist

The increased value to any one piece of art that is individually listed under **fine art and antiques**, where such increase is due to the death of the artist.

- a) more than 200% of any one piece of art subject to a maximum of £100,000 in total.
- b) any claim where the artist's death occurs more than 6 months after the date of loss or damage.
- c) any claim where **you** cannot provide an independent professional valuation which is not more than 3 years old at the time of loss or damage.
- d) where **you** cannot prove the increased value of any piece of art.

23. Defective Title

The purchase price of an item individually listed on **your schedule** if it is proved that the item purchased by **you** is not rightfully **yours** and **you** are required by law to return it to its rightful owner.

- a) more than 110% of the total sum **insured** for **fine art and antiques** or £25,000 whichever is the less.
- b) if **you** do not notify **us** of a claim in the **period of insurance**.
- c) if the item was inherited or given to **you** as a gift.

24. Hole in One

We will pay you up to £500 for any expenses incurred if **you** achieve a hole in one in an official golf competition.

- a) any claim where **you** do not provide **us** with the scorecard and certificate from **your** club or the match secretary.

25. Hiring Golf Clubs Overseas

In the event of loss or damage to **your** golf clubs, borrowed golf clubs or hired golf clubs whilst **you** are playing golf outside of the **United Kingdom** we will pay for the necessary hire of replacement clubs.

- a) more than £25 per day or £250 in total.
- b) any claims where **you** do not provide **us** with an invoice detailing the cost of the hire.

26. Moving Home

Loss or damage to **your contents** during removal, transit and storage to **your** new permanent residence by professional removal contractors.

- a) loss or damage to **your contents** in storage for more than 15 days.

We will pay for:

27. Storage

Loss or damage to **contents** in a commercial storage facility within the **United Kingdom** during the **period of insurance** caused by any of the following perils:

- a) fire, lightning, explosion, earthquake or smoke
- b) storm, flood or weight of snow
- c) escape of water from fixed water apparatus pipes or tanks
- d) theft or attempted theft
- e) impact by any aircraft or other aerial devices, rail or road vehicles, anything dropped from an aircraft, an animal, falling trees, telegraph poles and lamp-posts, aerials, satellite dishes, their masts and fittings
- f) riot, violent disorder, strike, labour or political disturbance or civil commotion, malicious acts or vandalism.

28. Reward

A reward up to £10,000 to anyone who gives information that leads to the arrest and conviction of anyone who committed an illegal act which resulted in a claim under this insurance.

29. Ground Rent

Ground rent which **you** have to pay whilst the **home** cannot be lived in following loss or damage which is covered under Section 2

30. Contents Kept Elsewhere

Loss or damage to **contents** belonging to **you** whilst kept at another property owned by **you**.

We will not pay for:

- a) more than 20% of **your contents sum insured**.
- b) any single item over £2,500.
- c) theft unless accompanied by forcible and violent entry.

- a) any reward where **you** or the Police would benefit from such payment.

- a) more than 24 months.
- b) any ground rent payable after the property is reinstated and ready for habitation.
- c) any costs recoverable elsewhere.
- d) any costs incurred before **we** provided **our** agreement to pay.

- a) more than £5,000 any one claim.

Where limits are stated under the covers detailed above those values represent the amount payable under that cover subject to all other terms, conditions and exclusions of Section 2.

Section 2 - Your Contents including Fine Art, Antiques and Valuables - Exclusions

The following section specific exclusions apply in addition to the General Exclusions.

What is not covered

1. The **excess** shown on **your schedule**.
2. Loss or damage caused by:
 - contamination or pollution of any kind
 - to **contents** in the open by storm, flood, frost or weight of snow
 - rusting, corrosion, gradual deterioration or any gradually operating cause
 - chewing, scratching, tearing, fouling, urinating, vomiting by **your** pets
 - frost damage or frozen pipework and resultant water damage, or escape of water damage whilst the **home** is **unoccupied** unless the water supply is turned off at the mains and all systems drained or the **home** is continuously heated throughout for the months of October to April
 - theft, attempted theft, vandalism, malicious or **accidental damage** whilst the **home** is **unoccupied**
 - 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
 - termites, woodworm, or wood boring insects, invertebrate, molluscs', moths, insects, vermin, wet or dry rot, damp, mould, fungus, infestation or contamination caused by atmospheric or temperature changes.
 - process of dyeing, repair or renovation or whilst being worked on
 - **you** not receiving goods or services **you** have paid for through any internet website
 - by escape of oil from any fixed heating installation or any domestic appliance whilst the **home** is **unoccupied**.
 - rusting and/or bursting of gun barrels
 - an item being transported unless it is packed and secured well enough (given the nature of the item and how it is transported)
 - 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
3. The cost of routine maintenance and decoration.
4. Loss or damage to **watercraft** whilst in use and unless kept in a securely locked building when not being used.
5. Loss or damage caused by theft or disappearance of gold, silver (including gold and silver plate), platinum, gemstones, jewellery or watches from baggage unless such baggage is carried by hand and under **your** personal supervision.
6. Loss or damage of any sports equipment whilst in use.
7. Loss or damage to **contents** caused by **subsidence** or **heave** of the site on which the **buildings** stand or **landslip**:
 - caused by riverbank or coastal erosion
 - arising from defective materials or faulty workmanship
 - 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
8. More than 50% of the cost of replacing any undamaged parts of the **contents, fine art and antiques, or valuables** which form part of a pair, set, suite or part of a common design or function but no more than the **contents, fine art and antiques, or valuables sum insured** shown on **your schedule**.
9. Loss of value following repair, replacement or reinstatement.
10. Loss or damage to **contents** whilst in the care, custody or control of dealers or galleries for the purpose of exhibition or sale on behalf of **you**.
11. Loss or damage of casino chips

Section 3 - Your Legal Liability to the Public

If 'Section 1 – Your Buildings' only are insured, **your** legal liability as owner only but not as occupier is covered in Part A below.

If 'Section 2 – Your Contents including Fine Art, Antiques and Valuables' only are insured **your** legal liability as occupier only but not as owner is covered under Part A and Part B below.

If 'Section 1 – Your Buildings' and 'Section 2 – Your Contents including Fine Art, Antiques and Valuables' are insured **your** legal liability as owner or occupier is covered under Part A and Part B below.

1. What is covered

Part A

As owner or occupier for any amounts **you** become legally liable to pay as damages for **bodily injury** or damage to property caused by an accident happening at the **premises** during the **period of insurance**.

Part B

As a private individual for any amounts **you** become legally liable to pay as damages for **bodily injury** or damage to property caused by an accident happening anywhere in the world during the **period of insurance**.

2. Special Extensions

We will pay for:

1. Defective Premises Cover

We pay you for any amount **you** become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any home which has been disposed of by **you** and which prior to such disposal was occupied for private residential purposes by **you**.

2. Unrecovered Damages

We will cover you for sums which **you** have been awarded by a court in the United Kingdom and which still remain outstanding 3 months after the award has been made.

This coverage is subject to:

- a) Part B of this section would have paid **you** had the award been made against **you** rather than to **you**, and
- b) there is no appeal pending, and
- c) **you** agree to allow **us** to enforce any rights which **we** shall become entitled to upon making payment.

3. Voluntary Work

We will cover your legal liability arising out of any voluntary work **you** do as a director or officer of a registered charity or other non-profit seeking organisation.

We will not pay for:

- a) any amount in excess of £1,000,000 in any one **period of insurance**.
- b) any legal liability where **you** are entitled to payment under any other insurance.
- c) any claim for the cost of repairing any fault or alleged fault.

- a) any amount in excess of £2,000,000 in any one **period of insurance**.

- a) any amount in excess of £1,000,000 in any one **period of insurance**.
- b) the first £750 of any claim.

Section 3 - Your Legal Liability to the Public - Exclusions

The following section specific exclusions apply in addition to the General Exclusions.

What is not covered

1. Any amount 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 incurred by **you** with **our** written consent.
2. Liability arising from any kind of pollution and/or contamination other than:
 - a) 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
 - b) 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 deemed to have happened at the time of such accident.
3. Any damage to property owned by or in the charge or control of **you**, any other permanent member of the **home** or any person employed by **you**.
4. Any liability:
 - which **you** have assumed under a contract and which would not otherwise have attached
 - 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**
 - for **bodily injury** to **you**, any other permanent member of the **home** or to any person who at the time of sustaining such injury is employed by **you**
 - 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
 - arising out of the ownership, occupation, possession or use of land or building not situated at the **premises**
 - if **you** are entitled to payment under any other insurance until such insurance is exhausted
 - in Canada or the United States of America after the total period of stay in either or both countries has exceeded 60 days in any one **period of insurance**
 - arising out of any criminal or violent act to another person or their property
 - arising out of any goods sold or supplied for any purpose or following any activity by **you** or **your employees**
 - 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
5. Liability arising out of the ownership, possession or operation of:
 - a) any mechanically propelled or horse-drawn vehicle other than a domestic gardening machine operated within **your home**, pedestrian controlled domestic gardening machines operated elsewhere, **electrically assisted pedal cycles** and motorised wheelchairs/powerchairs and mobility scooters
 - b) any power operated lift (other than domestic stairlifts)
 - c) any aircraft or boat or vessel other than what **we** have defined as **watercraft**
 - d) any animal other than horses, cats or dogs provided such dogs are not designated dangerous under the terms of 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.
6. Costs and expenses incurred by **you** without **our** written consent.
7. Liability 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.

Section 4 - Your Legal Liability to your Domestic Employees

This section only applies if Section 2 is insured.

The General Conditions, General Exclusions and the additional exclusions detailed below all apply to this section.

What is covered

We will cover **you** for any amounts **you** become legally liable to pay as compensation for accidental **bodily injury** to **your domestic employees** (employed by **you** in connection with the **premises** named on **your schedule**) plus costs and expenses incurred by **you** with **our** written consent for damages in respect of accidental **bodily injury** occurring during the **period of insurance** anywhere in the world.

The accident must arise from the work **your domestic employees** are employed to carry out for **you** in the **United Kingdom** or while on temporary trips abroad from the **United Kingdom**.

Section 4 - Your Legal Liability to your Domestic Employees - Exclusions

The following section specific exclusions apply in addition to the General Exclusions.

What is not covered

1. Any amount more than the limit shown on **your schedule** for any one accident or series of accidents arising out of any one event.
2. Liability arising from the ownership, operation or possession of any mechanically-propelled vehicle (except domestic gardening equipment or motorised mobility scooters, electric wheelchairs and powerchairs).
3. Liability arising from the ownership, operation or possession of any aircraft or boat or vessel other than what **we** have defined as **watercraft**.
4. Any liability from Canada or the United States of America after the total period of stay in either or both countries has exceeded 60 days in any one **period of insurance**.
5. Liability arising from the ownership or possession of any dog designated dangerous under the terms of 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.
6. Costs and expenses incurred by **you** without **our** written consent.

Section 5 - Home Emergency

The cover under this section is provided by ARAG plc.

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

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

Additional definitions (applicable to Section 5 only)

Certain words and terms in this section of the **policy** have special meanings. These meanings are given below. To help **you** identify these words, **we** have printed them in bold.

The following definitions apply to Section 5 of this **policy** only. If a word or term is also defined in the general **policy** definitions, the definition below replaces the general **policy** definition for the purposes of this section.

Central Heating Boiler

A boiler located in **your home** (or connecting garage).

Contractor

- The **contractor** or tradesperson chosen by **us** to respond to **your home emergency**.
- Where **your home** is powered by a biomass boiler, anaerobic digester system, air source heat pump or ground source heat pump, a suitably qualified expert chosen by **you** with **our** agreement to respond to **your home emergency**.

Emergency Costs

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

The maximum payable by the **insurer** is £500 for all claims related by time or original cause

Home

Your principal private dwelling used for domestic purposes only and situated within the United Kingdom, Channel Islands and the Isle of Man.

Home Emergency

A sudden unexpected event which clearly requires immediate action in order to:

- prevent damage or avoid further damage to the **home**, and/or
- render the **home** safe or secure, and/or
- restore the main services to the **home**, and/ or
- alleviate any health risk to **you**.

Insurer

ARAG Legal Expenses Insurance Company Limited.

Vermin

Brown or black rats, house or field mice, and wasps' or hornets' nests.

We/Us/Our

ARAG plc (or appointed agents on its behalf) who is authorised under a binding authority agreement to administer this insurance on behalf of the **insurer**.

You/Your

The person to whom this **policy** has been issued and anyone living in the **home**.

Section 5 claims procedure

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

In the event of a **home emergency**:

- Please telephone **0330 041 8180** (lines are open 24 hours a day, 365 days a year) as soon as possible, providing **us** with **your** name, address, postcode, and the nature of the problem.
- **We** will record **your** details and then decide on the best course of action to limit **your** loss and/or repair the damage. If the incident relates to an emergency covered under this section of the **policy**, **we** will instruct a member of **our** emergency contractor network in respect of that claim only. **We** shall have no liability for any other work carried out by the **contractor**. Poor weather conditions or remote locations may affect normal standards of service.
- If **your** home is powered by a biomass boiler, anaerobic digester system, air source heat pump or ground source heat pump, **we** will check **your** details and agree for **you** to choose a suitable expert to help. **You** will have to pay the **contractor** and send **your** receipt to **us**, **we** will reimburse **your** claim. Please send **your** receipt to **us** to be reimbursed.
- If **you** are claiming for alternative accommodation **costs** **you** must obtain **our** authority to incur **costs** before booking somewhere to stay. **You** will have to pay for the accommodation when **you** check out and send **your** receipt to **us** to be reimbursed.
- It is important **you** notify **us** as soon as possible of any claim, and do not call out **your** own contractors unless **we** have agreed as **we** will not pay their **costs** and it could stop **your** claim being covered.
- **You** must report any major **emergency** which could result in serious damage to the **home** or injury, to the Emergency Services or the company that supplies the service.
- **Your** call will be answered as soon as possible.

What is covered

Following an Insured Event which results in a **home emergency**, the **insurer** will pay **emergency costs** up to £500 for all claims related by time or original cause, provided that all of the following requirements are met.

1. The claim is reported to **us**
 - a) during the **period of insurance** and
 - b) as soon as possible after **you** first become aware of a **home emergency**.
2. **You** always agree to use the **contractor** chosen by **us**.

Insured Events covered

1. Main Heating System

The total failure or complete breakdown, whether or not caused by accidental damage, of the main heating system (including a **central heating boiler**, all radiators, hot water pipes and water storage tanks) in **your home**.

2. Plumbing & Drainage

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

3. Home Security

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

4. Toilet Unit

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

5. Domestic Power Supply

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

6. Lost Keys

The loss or theft of the only available keys, if **you** cannot replace them to gain access to **your home**.

7. Vermin Infestation

Vermin causing damage inside **your home** or a health risk to **you**.

8. Alternative Accommodation Costs

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

What is not covered by Section 5 (applicable to the whole section)

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

1. **emergency costs** which have been incurred before **we** accept a claim
2. an **Insured** Event which happens within the first 48 hours of cover if **you** purchase this **policy** at a different date from any other related insurance **policy**
3. **emergency costs** where there is no one at **your home** when the contractor arrives
4. any matter occurring prior to, or existing at the start of the **policy**, and which **you** believed or ought reasonably to have believed could give rise to a claim under this **policy**
5. any wilful or negligent act or omission or any third party interference or faulty workmanship which does not comply with recognised industry standards or manufacturer's instructions
6. LPG fuelled, oil fired, warm air and solar heating systems or boilers with an output over 60Kw/hr
7. the cost of making permanent repairs including any redecoration or making good the fabric of **your home**
 - i) once the **home emergency** situation has been resolved
 - ii) arising from damage caused:
 - in the course of the repair or
 - in the course of investigation of the cause of the **Insured** event or
 - in gaining access to **your home**
8. the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply
9. the replacement of parts that suffer damage or the gradual process of wear and tear over time (such as dripping taps, washers or discs forming part of a tank pipe or tap)
10. **your** garage (except a **central heating boiler** located in a connecting garage) outbuildings, boundary walls, fences, hedges, cess pit, fuel tank or septic tank
11. **your home** being left unoccupied for more than 30 days consecutively
12. goods or materials covered by a manufacturer's, supplier's or installer's warranty
13. the failure of equipment or facilities which have not been installed, maintained or serviced in accordance with legal regulations or manufacturer's instructions, or which is caused by a design fault which makes them inadequate or unfit for use
14. a claim covered by another **policy**, or any claim that would have been covered by any other **policy** if this **policy** did not exist
15. subsidence, landslide or heave

16. a property that is not **your** main residence or that **you** rent or let
17. blockage of supply or waste pipes to **your home** due to freezing weather conditions
18. any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, preventing or suppressing terrorist action. If the **insurer** alleges that by reason of this exclusion any liability or loss is not covered by this section of the **policy**, the burden of proving the contrary shall be upon the **insured**.

Section 5 Conditions

These conditions apply in addition to the General Conditions.

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

1. Your Responsibilities

You must:

- a) observe and keep to the terms of the **policy**
- b) not do anything that hinders **us** or the **contractor**
- c) tell **us** as soon as possible after first becoming aware of any **home emergency**
- d) tell **us** as soon as possible of anything that may materially alter **our** assessment of the claim
- e) cooperate fully with the **contractor** and **us**
- f) provide **us** with everything **we** need to help **us** handle the claim
- g) take reasonable steps to recover **emergency costs** that the **insurer** pays and pay to the **insurer** all **costs** that are recovered should these be paid to **you**
- h) minimise any **emergency costs** and try to prevent anything happening that may cause a claim
- i) allow the **insurer** at any time to take over and conduct in **your** name any claim, proceedings or investigation.

2. Consent

We must give **you our** consent to incur **emergency costs**. The **insurer** does not accept liability for **emergency costs** incurred without **our** consent.

3. Settlement

You must not settle the **contractor's** invoice or agree to pay **emergency costs** that **you** wish to claim for under this section of the **policy** without **our** agreement.

Call out and labour costs

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

4. Disputes

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

5. Jurisdiction

This section of the **policy** will be governed by English law.

Section 5 complaints procedure

We are committed to providing a first class service at all times. However, if a complaint arises, please contact **us** using the number **you** rang to report **your** claim. The staff handling **your** claim should be able to resolve the matter. If in the course of those discussions it becomes clear that the matter has not been resolved to **your** satisfaction, details of **your** complaint will be passed to **our** Customer Relations Department, where **we** will arrange to have it reviewed at the appropriate level. **We** will also contact **you** to let **you** know that **we** are reviewing **your** complaint. Alternatively, **you** can contact **our** Customer Relations Department directly; **we** can be reached in the following ways:

Telephone: 0344 893 9013 (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For **our** mutual protection and training purposes, calls may be recorded).

Email: customerrelations@arag.co.uk

Post: ARAG plc, Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW.

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

Telephone: 0800 023 4567 or 0300 1239 123

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

Post: Financial Ombudsman Service, Exchange Tower, London E14 9SR.

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the Financial Ombudsman Service at www.financial-ombudsman.org.uk

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

You can read more about **our** complaints procedure on **our** website by clicking here: www.arag.co.uk/contact/making-a-complaint

Section 6 - Family Legal Expenses

The cover under this section is provided by ARAG plc.

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

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

Helpline and additional services

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

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

Legal and Tax Advice - 0344 571 7976

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

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

Identity Theft Resolution - 0333 000 2083

This service is available between 9am and 5pm on weekdays (except bank holidays). **We** provide telephone advice to help **you** keep **your** personal identity secure. Where identity theft is suspected, **our** specialist caseworkers can help **you** to restore **your** credit rating and correspond with **your** card issuer, bank or other parties. Identity theft expenses are **insured** under **Insured** Event 9. Identity Theft when **you** use this helpline.

Counselling Assistance - 0333 000 2082

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

Calls to the Counselling Assistance service will not be recorded.

Reputational damage helpline 0344 571 7964

Following an event that results in negative publicity which could damage **your** personal or professional reputation, **you** can access public relations support from **our** Reputational damage experts. This service is available 24 hours a day, 365 days of the year. In advance of any actual adverse publicity, where possible, initial advice for **you** to act upon will be provided over the phone. If **your** circumstances require professional work to be carried out at that time, **we** can help on a consultancy basis and subject to **you** paying a fee.

Where an event has led to actual adverse publicity being published or broadcast, **you** are **insured** against the costs of reputational damage services under **Insured** Event 10. when **you** use this helpline.

Consumer legal services

www.araglegal.co.uk

Getting started

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

More help?

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

Additional definitions (applicable to Section 6 only)

Certain words and terms in this section of the **policy** have special meanings. These meanings are given below. To help **you** identify these words, **we** have printed them in bold.

The following definitions apply to Section 6 of this **policy** only. If a word or term is also defined in the general **policy** definitions, the definition below replaces the general **policy** definition for the purposes of this section

Appointed Advisor

The

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

Collective Conditional Fee Agreement

A legally enforceable agreement entered into on a common basis between the **appointed advisor** and **us** to pay their professional fees on the basis of either

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

Conditional Fee Agreement

A legally enforceable agreement between the **insured** and the **appointed advisor** for paying their professional fees on the basis of either

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

Home

Your UK private residential properties

- occupied by **you** permanently as **your** main home, or
- owned by and occupied by **you** from time to time.

Insured

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

Insurer

ARAG Legal Expenses Insurance Company Limited.

Legal Costs & Expenses

- Reasonable legal costs and disbursements reasonably and proportionately incurred by the **appointed advisor** on the standard basis and agreed in advance by **us**. The term "standard basis" can be found within the Courts' Civil Procedure Rules Part 44.3.
- In civil claims, other side's costs, fees and disbursements where the **insured** has been ordered to pay them or pays them with **our** agreement.
- Reasonable accountancy fees reasonably incurred under **Insured** Event 6. Tax Disputes by the **appointed advisor** and agreed by **us** in advance.
- The **insured's** basic wages or salary under **Insured** Event 8. Loss of Earnings while attending court or tribunal at the request of the **appointed advisor** or whilst on jury service where lost wages or salary cannot be claimed back from the court or tribunal.
- The reasonable cost of phone calls, postage (including special delivery), image scanning, photocopying or credit reports incurred under **Insured** Event 9. Identity Theft where the **insured** has taken advice from **our** Identity Theft Resolution helpline.
- The professional fees and expenses of an **appointed advisor** to reduce actual adverse or negative publicity under **Insured** Event 10. Reputational Damage.

Reasonable Prospects of Success

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

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

Territorial Limit

- For **Insured** Event 2. Contract: the United Kingdom, Channel Islands, Isle of Man, countries in the European Union, Norway and Switzerland.
- For **Insured** event 4. Personal Injury: Worldwide.
- For all other **Insured** Events: the United Kingdom, Channel Islands and Isle of Man.

We/Us/Our

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

You/Your

The person(s) named in the **schedule** to which this **policy** attaches.

Section 6 claims procedure

Telling us about your claim

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

What happens next?

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

What is covered

Following an Insured Event, the **insurer** will pay **legal costs & expenses** up to £100,000 (including the cost of appeals) for all claims related by time or originating cause, subject to all of the following requirements being met.

1. The **insured** keeps to the terms of the **policy** and cooperates fully with **us**.
2. The Insured Event occurs within the **territorial limit**.
3. The claim
 - a) always has **reasonable prospects of success** and
 - b) is reported to **us**
 - i) during the **period of insurance** and
 - ii) as soon as the **insured** first becomes aware of circumstances which could give rise to a claim.
4. Unless there is a conflict of interest, the **insured** always agrees to use the **appointed advisor** chosen by **us** before proceedings have been or need to be issued.
5. Any dispute will be dealt with through mediation or by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory body agreed with **us** within the **territorial limit**.

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

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

Insured Events covered

What is covered

1. Employment

A dispute with the **insured's** current, former or a prospective employer relating to their contract of employment or related legal rights.

You can claim under this section of the **policy** as soon as internal procedures as set out in the

- a) ACAS Code of Practice for Disciplinary and Grievance Procedures, or
- b) Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland

have been or ought to have been concluded.

The **insured** is required to cooperate fully with ACAS regarding mediation and not do anything that hinders a successful outcome.

2. Contract

A dispute arising out of an agreement or alleged agreement which has been entered into by the **insured** for

- a) buying or hiring consumer goods or services
- b) privately selling goods
- c) buying or selling **your** main **home**
- d) renting **your** main **home** as a tenant
- e) the occupation of **your** main **home** under a lease.

What is not covered

Any claim arising from or relating to:

- a) a dispute arising solely from personal injury
- b) defending the **insured** other than defending an appeal
- c) costs the **insured** incurs to prepare for an internal disciplinary hearing, grievance or appeal
- d) an **insured's** employer's or ex-employer's pension scheme
- e) a compromise or settlement agreement between the **insured** and their employer unless such agreement arises from an ongoing claim under this section of the **policy**.

Any claim arising from or relating to:

- a) a dispute with a tenant or lessee where the **insured** is the landlord or lessor
- b) loans, mortgages, pensions, or any other banking, life or long-term insurance products, savings or investments
- c) the **insured's** business activities, trade, venture for gain, profession or employment
- d) a contract involving a motor vehicle
- e) a settlement due under an insurance **policy**
- f) construction work, or the design, conversion or extension of any building where the dispute arises from; an agreement that
 - i) exceeds; or
 - ii) is ancillary to another contract that exceeds;
 £10,000 in value including VAT
- g) a dispute with any party other than the party with whom the **insured** has entered into an agreement or alleged agreement with.

What is covered

3. Property

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

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

4. Personal Injury

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

5. Clinical Negligence

A dispute arising from alleged clinical negligence or malpractice.

What is not covered

- a) The first £250 of any claim under Insured Event 3. b) This is payable by the **insured** as soon as **we** accept the claim.
- b) Any claim arising from or relating to:
 - i) a contract entered into by an **insured**
 - ii) any building or land other than **your home**
 - iii) a motor vehicle
 - iv) the compulsory purchase of, or demolition, restrictions, controls or permissions placed on **your** property by any government, local or public authority
 - v) defending any dispute under **Insured Event 3. a)** other than defending a counter claim or an appeal
 - vi) a dispute with any party other than the person(s) who caused the damage, nuisance or trespass.

Any claim arising from or relating to:

- a) a condition, illness or disease which develops gradually over time
- b) mental injury, nervous shock, depression or psychological symptoms where the **insured** has not sustained physical injury to their body
- c) defending any claim other than an appeal.
- d) contingency fees or fees due under a damages-based agreement
- e) **legal costs & expenses** in excess of £25,000 where injury or death occurs outside of the UK, Isle of Man, Channel Islands, EU countries, Norway or Switzerland.

- a) Any claim arising from or relating to a contract dispute.
- b) Defending any claim other than an appeal.

What is covered

6. Tax Disputes (Including Self-Employed Persons' Tax Disputes)

- a) A formal enquiry by HMRC into the **insured's** personal tax affairs including where the **insured** is assessed for tax as a self-employed person.
- b) A dispute following an HMRC compliance check.

Provided that all returns are complete and have been submitted within the timescales permitted.

7. Legal Defence

- a) Work
An alleged act or omission of the **insured** that arises from their work as an employee and results in:
 - i) the **insured** being interviewed by the police or others with the power to prosecute
 - ii) a prosecution being brought against the **insured** in a court of criminal jurisdiction
 - iii) civil proceedings being brought against the **insured** under unfair discrimination laws.
- b) Motor
A motoring prosecution being brought against the **insured**.
- c) Regulatory investigations
A formal investigation or disciplinary hearing being brought against the **insured** by a professional or regulatory body.

8. Loss of Earnings

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

9. Identity Theft

A dispute arising from the use of the **insured's** personal information without their permission in order to commit fraud or other crimes provided the **insured** contacts our Identity theft resolution helpline as soon as they suspect that their identity may have been stolen.

What is not covered

Any claim arising from or relating to:

- a) tax returns which are submitted late or for any other reason, result in HMRC imposing a penalty or which contain careless and/or deliberate misstatements or omissions
- b) failure to register an **insured's** business for VAT where required
- c) circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the **insured's** financial arrangements
- d) any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland
- e) an investigation by the Fraud Investigation Service of HMRC.

Any claim arising from or relating to:

- a) owning a vehicle or driving without motor insurance or driving without a valid driving licence
- b) a parking offence.

- a) Loss of earnings in excess of £10,000.
- b) Any sum which can be recovered from the court or tribunal.

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

What is covered

10. Reputational Damage

Following an event that causes an **insured** significant adverse publicity likely to damage their personal or professional reputation, **our appointed advisor** will prepare communications on behalf of the **insured** to limit reputational damage.

- a) preparing social media messaging, voice messaging or written statements,
- b) receiving and responding to diverted communications by email or phone,
- c) representing the **insured** at a media event or preparing the **insured** for a media interview
- d) managing interaction with media outlets and/or
- e) liaising with the **insured's** solicitor to draft a media statement or press release. The solicitor could be an **appointed advisor** under this **policy**/section, or a solicitor acting on behalf of the **insured** under another section of this or any other **policy**.

The **insured** can claim provided that they have sought and followed advice from **our** Reputational Damage helpline.

11. School Admission Appeals

An appeal against a decision by the relevant admission authority to refuse **your** child admission to the school of **your** choice.

What is not covered

- a) Any circumstances where damaging content has not been published or broadcast.
- b) **Legal costs & expenses** in excess of £25,000.

- a) **Legal costs & expenses** in excess of £25,000.
- b) Admission into a fee-paying school.

What is not covered by Section 6 (applicable to the whole section)

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

- 1. **legal costs & expenses** incurred without **our** consent
- 2. any actual or alleged act or omission or dispute happening before, or existing at the start of the **policy** and which the **insured** believed or ought reasonably to have believed could lead to a claim under this section
- 3. an amount below £100
- 4. an allegation against the **insured** involving:
 - a) assault, violence, malicious falsehood or defamation
 - b) indecent or obscene materials
 - c) the use of alcohol or its unauthorised or unregulated manufacture, unlicensed dealing in alcohol or dealing in or using illegal drugs
 - d) illegal immigration
 - e) money laundering or bribery offences, breaches of international sanctions, fraud, or any other financial crime activitiesexcept in relation to Insured Event 10. Reputational Damage
- 5. a dispute between **your** family members
- 6. an **insured's** deliberate or reckless act
- 7. a judicial review

8. a dispute arising from or relating to clinical negligence except as provided for in Insured Event 5. Clinical Negligence
9. a dispute with **us** not dealt with under Condition 6., or the **insurer** or the company that sold this **policy**
10. any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, preventing or suppressing terrorist action. If the **insurer** alleges that by reason of this exclusion any liability or loss is not covered by this section of the **policy**, the burden of proving the contrary shall be upon the **insured**
11. a group litigation order
12. the payment of fines, penalties or compensation awarded against the **insured**.

Section 6 conditions

These conditions apply in addition to the General Conditions.

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

1. The Insured's Responsibilities

An **insured** must:

- a) tell **us** immediately of anything that may make it more costly or difficult for the **appointed advisor** to resolve the claim in the **insured's** favour
- b) cooperate fully with **us**, give the **appointed advisor** any instructions **we** require, and keep them updated with progress of the claim and not hinder them
- c) take reasonable steps to claim back **legal costs & expenses** and, where recovered, pay them to the **insurer**
- d) allow the **insurer** at any time to take over and conduct in the **insured's** name, any claim.

2. Freedom to Choose an Appointed Advisor

- a) In certain circumstances as set out in 2.b) below the **insured** may choose an **appointed advisor**. In all other cases no such right exists and **we** shall choose the **appointed advisor**.
- b) If:
 - i) a suitably qualified advisor considers that it has become necessary to issue proceedings or proceedings are issued against an **insured**, or
 - ii) there is a conflict of interest
 the **insured** may choose a qualified **appointed advisor**.
- c) Where the **insured** wishes to exercise the right to choose, the **insured** must write to **us** with their preferred representative's contact details and cost.
- d) Where the **insured** chooses to use their preferred representative, the **insurer** will not pay more than **we** agree to pay a solicitor from **our** panel and will pay only the costs that the **insurer** would have been liable to pay. (**Our** panel solicitor firms are chosen with care, and **we** agree special terms with them which may be less than the rates available from other firms.)
- e) If the **insured** dismisses the **appointed advisor** without good reason, or withdraws from the claim without **our** written agreement, or if the **appointed advisor** refuses with good reason to continue acting for an **insured**, the **insurer's** liability in respect of that claim will end immediately.
- f) In respect of pursuing a claim, the **insured** must enter into a conditional fee agreement (unless the **appointed advisor** has entered into a **collective conditional fee agreement**), where legally permitted.

3. Consent

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

b) An **insured** must have **your** agreement to claim under this section of the **policy**.

4. Settlement

- a) The **insurer** can settle the claim by paying the reasonable value of the **insured's** claim.
- b) The **insured** must not negotiate or settle the claim without **our** written agreement.
- c) If the **insured** refuses to settle the claim following advice to do so from the **appointed advisor**, the **insurer** reserves the right to refuse to pay further costs.
- d) The **insured** must settle costs arising from **Insured** Event 9. Identity Theft in the first instance and make a receipted claim to **us** for reimbursement.

5. Barrister's Opinion

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

6. Disputes

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

7. Other Insurances

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

8. Fraudulent Claims and Claims Tainted by Dishonesty

In addition to the Fraudulent Claims conditions as set out under the General Conditions section of the **policy**, an **insured** must at all times be entirely truthful, accurate and open in any evidence, disclosure or statement they give and shall act with complete honesty and integrity throughout.

Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that the **insured** has breached this condition and that the breach has:

- a) affected **our** assessment of **reasonable prospects of success**, and/or
- b) prejudiced any part the outcome of the **insured's** claim

the **insurer** shall have no liability for **legal costs & expenses** incurred from the date of the **insured's** breach.

9. Acts of Parliament, Statutory Instruments, Civil Procedure Rules & Jurisdiction

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

Section 6 complaints procedure

We are committed to providing a first class service at all times. However, if a complaint arises, this should be addressed to **our** Customer Relations Department who will arrange to have it reviewed at the appropriate level.

We can be reached in the following ways:

Telephone: 0344 893 9013 (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For **our** mutual protection and training purposes, calls may be recorded).

Email: customerrelations@arag.co.uk

Post: ARAG plc, Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW.

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

Telephone: 0800 023 4567 or 0300 1239 123

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

Post: Financial Ombudsman Service, Exchange Tower, London E14 9SR.

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the Financial Ombudsman Service at www.financial-ombudsman.org.uk

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

You can read more about **our** complaints procedure on **our** website by clicking here: www.arag.co.uk/contact/making-a-complaint

ARAG Privacy Statement (applicable to Section 5 and Section 6)

This is a summary of how **we**, on behalf of the **insurer**, collect, use, share and store personal information. To view **our** full privacy statement, please see **our** website: [Privacy notice | arag.co.uk](http://www.arag.co.uk/privacy-notice)

Collecting Personal Information

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

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

Using Personal or Sensitive Information

The reason **we** collect personal or sensitive information is to fulfil **our** contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, **we** may need to share personal or sensitive information with other organisations. **We** will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to **our** full privacy statement for full details.

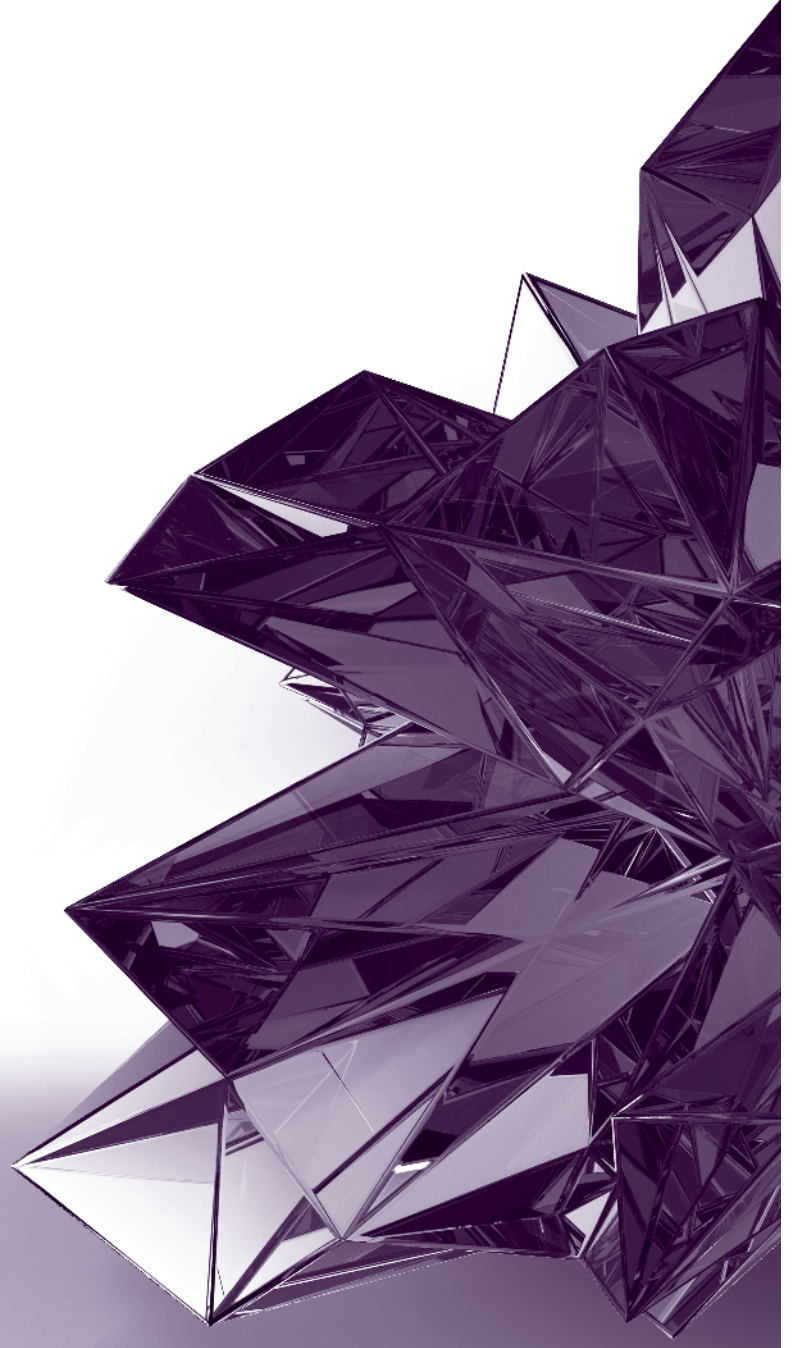
Keeping Personal Information

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

Your Rights

Any person **insured** by the **policy** has a number of rights in relation to how **we** hold personal data including; the right to a copy of the personal data **we** hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

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



© 2026 Plum Underwriting Ltd. All rights reserved.
Plum Underwriting Ltd is authorised and regulated
by the Financial Conduct Authority, 309166.
AMO/10/2026/PW

www.plum-underwriting.com

Far from standard

Plum
UNDERWRITING