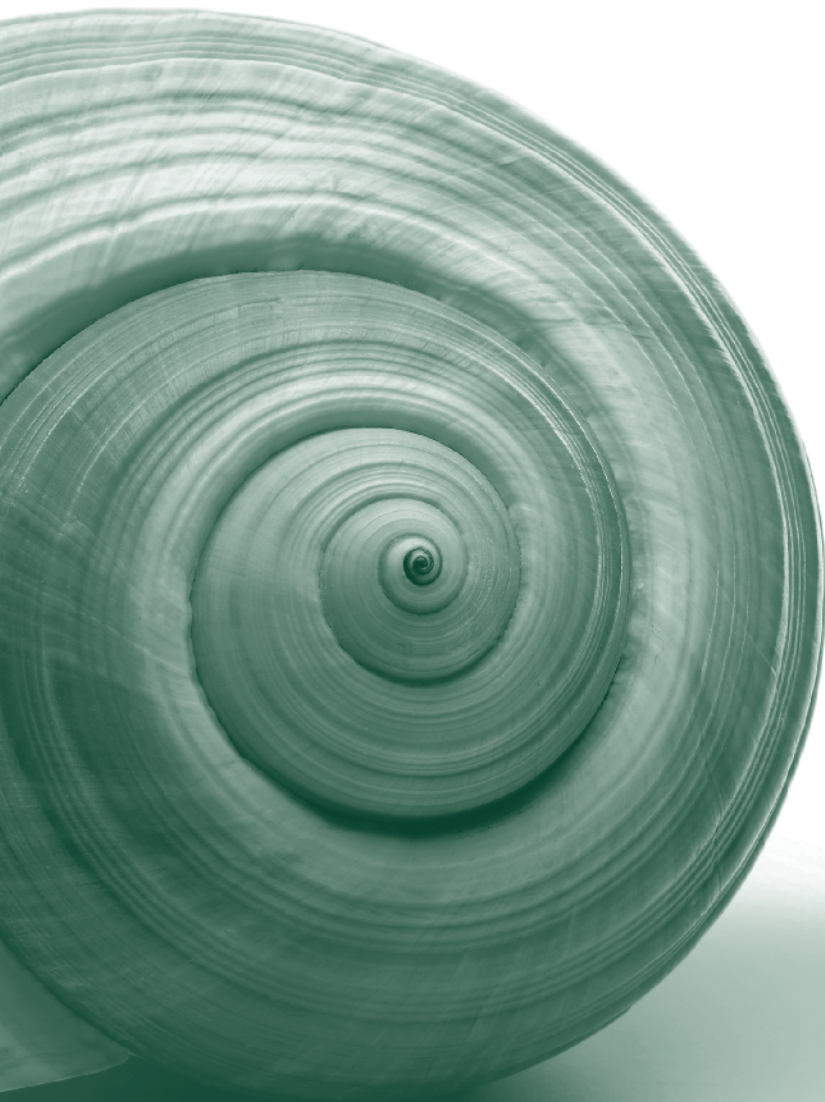


RETREAT

UK Holiday Home
Insurance Policy

2026



Far from standard

Plum
UNDERWRITING

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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. **Buildings**
2. **Holiday Home Contents**
3. Accidents to **Domestic Employees**
4. Legal Liability to the Public
5. Holiday Home 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 legal expenses complaint under Section 5, please see the complaints procedure within Section 5 - Holiday Home 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**.

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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 explains **your** duties in the event of a claim and how **we** deal with **your** claim.

For guidance on making a legal expenses claim under Section 5, please see the claims procedure within Section 5 - Holiday Home Legal Expenses.

Definitions - Words with Special Meanings

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

Accidental Damage

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

Act of Terrorism

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

Bodily Injury

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

Buildings

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

Building Works

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

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

Computer Viruses

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

Contents

Household goods and personal property within the **holiday home** which belong to **you** or for which **you** are legally liable for.

Contents includes:

- **leaseholder's fixtures and fittings**
- carpets
- radio and television aerials, satellite dishes, their fittings and masts which are attached to the **holiday home**
- property in the open but within the **premises** up to £1,000 in total per claim (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the **holiday home**)
- **precious metals** up to £2,500 per claim within the private dwelling
- pedal cycles including **electrically assisted pedal cycles** up to £500 in total per claim
- **contents** in garages and outbuildings up to £5,000 in total per claim
- **fine art and antiques** up to 10% of the **contents sum insured** in total per claim.
- jewellery and watches up to £5,000 in total per claim

Contents do not include:

- motor vehicles (other than domestic gardening equipment, **electrically assisted pedal cycles**, motorised mobility scooters, electric wheelchairs or powerchairs), caravans, trailers, boats or vessels or their accessories other than those defined as **watercraft**
- any living creature
- any part of the **buildings**
- any property held or used for business purposes other than **contents** used or held to furnish the **premises** for use as a **holiday home**.
- any property insured under any other insurance
- deeds, registered bonds and other such documents
- gemstones and furs
- land or water
- stamp or coin collections
- **money** and **credit cards**
- casino chips.

Credit Cards

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

Domestic Employee(s)

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

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.

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
- 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 does not include **precious metals**.

Heave

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

Holiday Home

The private dwelling, the garages and outbuildings used as a holiday home at the **premises** shown on **your schedule**.

Landslip

Downward movement of sloping ground.

Leaseholder's Fixtures and Fittings

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

Money

- current legal tender, cheques, postal and money orders
- postage stamps
- savings stamps, share certificates and savings certificates, travellers' cheques
- premium bonds, luncheon vouchers, phone cards and gift vouchers
- electronic cash pre payment cards
- travel and seasonal travel tickets

held for any purpose.

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**

Precious Metals

Gold, silver and platinum, including gold and silver plate but NOT jewellery and/or watches.

Premises

The address which is named on **your schedule**.

Rebuilding Expenses

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

Sanitary Ware

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

Schedule

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

Settlement

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

Storm

A period of violent weather which may incorporate:

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

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.

Unfurnished

When the **holiday home** is not furnished for anyone to live in.

United Kingdom

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

Unoccupied

When the **holiday home** is:

- not being lived in and occupied overnight by **you, your** tenants or **your** invited guests, or
- not booked for a short term rental period

Watercraft

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

We/Us/Our/Insurer(s)

Insurers as named on **your schedule**.

You/Your/Insured

The person, 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 permanently live in the **holiday home**.

If **you** die **your** personal representatives will be covered to pursue or defend cases, covered under section five (5) of this insurance, on **your** behalf that arose prior to or out of **your** death.

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:

- safeguard **your** property at all times to prevent loss or damage
- maintain **your** property to a good state of repair
- take all steps to prevent accident or injury
- ensure that gas safety and electrical inspection checks are carried out as required by Law

3. Index Linking

Plum Underwriting Ltd will increase **your buildings** and **holiday home contents 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 2 – Holiday Home Contents - Additional Cover D).

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 **precious metals** and **fine art and antiques** must reflect the current market value.

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

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

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

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

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

If **we** exercise our right under (c) above:

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

9. No Claim Discount

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

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

10. Holiday Home Type

The **holiday home** type **we** have accepted and agreed is shown in **your schedule**. If at the time of a claim the **holiday home** type differs to what is shown on **your schedule** **we** will follow the procedure as detailed in the 'Change in Circumstances' clause under the 'Your Policy' section of this **policy** wording.

11. Security of the Holiday Home

We will not pay under this **policy** for loss or damage resulting from unauthorised entry into the **holiday home**, if **you** fail to comply with the following provisions:-

You must ensure that the following security protections are fitted and maintained in good working order throughout the **period of insurance**:

- Final exit doors must be secured by a mortice deadlock with at least 5 levers or a rim deadlock installed conforming to British Standard 3621 or, if the door(s) are UPVC or double glazed, a multi-point locking system with either a lever or built-in deadlocking cylinder
- All other external doors must be secured by a mortice deadlock or a deadlock conforming to British Standard 3621 or by a multi-point locking system with either a lever or built-in deadlocking cylinder or key-operated security bolts fitted internally to the top and bottom.
- All opening sections of the basement, ground floor and easily accessible windows, fanlights and skylights to the **buildings** are secured by key-operated window locks.

12. When the Holiday Home is Unoccupied or Unfurnished

We will not pay any claim under this **policy** when the **premises** are **unoccupied** or **unfurnished** unless **you** or **your** adult representative:

- ensures that the security of the **holiday home** is in full and effective operation
- inspects the **premises** internally and externally once every 30 days
- keep a record of the dates and times of all visits in a central inspection record
- provides **us** with a copy of the central inspection record when requested

Example of an inspection record:

Name	Date	Time	Observations/Actions
John Smith	17/12/2015	14:20	All rooms checked and found in good condition, left fully locked with alarm activated.

Please refer to the section 'Protecting Your Holiday Home' section of this **policy** wording for additional tips on protecting **your holiday home** while it is not being lived in.

13. Condition of Property

You must ensure that **you** notify **us** as soon as practicably possible should **you** become aware that the condition of the **holiday home** has deteriorated by any means and/or the **holiday home** has been subject to unlawful access or attempted unlawful access of any kind.

14. Inventory of the Holiday Home

If **you** rent the **holiday home** as a holiday let **you** must ensure that **you** have an inventory of all the **contents** in the **holiday home** and a schedule detailing the condition of the property to avoid any misunderstandings or disputes at the end of each holiday let.

Protecting Your Holiday Home

Inspection Checklist

Whilst the list is not exhaustive, the following checklist is designed to help **you** ensure that **your** inspection is as thorough as possible:

- Windows shut and fastened and locked
- All external doors shut, fastened and locked when the **premises** are left unattended
- Check throughout the property for any signs of ingress of water
- Check inside and outside of the property for any signs of leaks/escape of water
- Check all windows and doors of the property for signs of any attempted forced entry
- Remove any build up of newspapers and post
- Consider sealing letter box
- Remove any rubbish that has accumulated outside of the property or in doorways/porches
- If fitted, ensure the intruder alarm system is fully functional and operates correctly
- If fitted, ensure the CCTV system is fully functional and operates correctly
- Ensure electrical appliances are switched off when not in use
- Ensure any uncontained electrical wiring is in good condition and no bare wires are showing
- Roof tiles are in good order, no slipped or broken tiles
- Flat roofs are in good condition, no rips/tears or pooling of water
- Ensure gutters and rainwater goods are regularly checked and cleared of any build up of leaves/rubbish
- Ensure trees and shrubs are maintained with any damage/diseased sections being removed
- Gardens are maintained with rubbish removed
- Ensure aerial and satellite dishes are secured
- Internally ensure water is free running through sanitary ware and there are no signs of blockages
- Lift drain inspection covers to ensure water is free running and that there are no signs of blockages
- Check the level of oil in external tanks is in line with expectation
- Check oil tanks externally for damage or leaks
- Check any outbuildings, sheds or barns for any attempted forced entry

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 holiday home**
 - caused by or resulting from the **premises** being confiscated, taken, damaged or destroyed by or under the order of any government, public or local authority
 - caused by wear and tear or any other gradually operating cause, mechanical or electrical breakdown, fault or failure.

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

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

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

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

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

Building Works

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

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

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

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

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

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

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

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

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

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

Building Works Exclusions

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

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

1. for the **building works** that are being carried out at the **premises**
2. if the cause is confirmed as being related to the **building works**
3. whilst **building works** are being undertaken at the **premises** unless **your** contractor(s)/builder(s) have a minimum of £2,000,000 public liability insurance in place for the duration of the **building works**. It is **your** responsibility to ensure that **you** have evidence of **your** contractors'/builders' public liability insurance and in event of a claim **you** may be asked to provide this.
4. arising out of the activities of contractors/builders that have been appointed to undertake **building works** at the **premises**
5. resulting from theft or attempted theft from the **holiday 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.

k) Holiday Let Agreement(s)

You must provide **us**, on request, with a copy of any bookings and holiday letting agreement(s) if **you** let out **your holiday home**.

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

2. How we deal with your claim

a) Payment of Claims

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

b) Defence of Claims

We have the right to:

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

c) Joint Insureds

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

d) Our Rights

After a claim **we** have the right to:

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

e) Excess

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

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

Section 1 - Buildings - Standard Cover

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

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

What is covered

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

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

What is not covered

We will not pay

- a) for loss or damage caused by fire as a result of an accumulation of combustible materials such as junk mail and newspapers not being removed at every 30 day inspection of the **premises** while the **holiday home** is **unoccupied** or **unfurnished**.
- a) for loss or damage caused by **subsidence, heave** or **landslip** other than as covered under number 9 in Section 1 – Buildings – Standard Cover.
- b) for loss or damage to domestic fixed fuel-oil tanks in the open, **swimming pools**, hot tubs, tennis courts, drives, paths, patios and terraces, gates and fences, septic tanks, lamp posts, wind turbines, solar panels and ornamental fountains and ponds.
- a) for loss or damage caused by **subsidence, heave** or **landslip** other than as covered under number 9 in Section 1 – Buildings – Standard Cover.
- b) for loss or damage to domestic fixed fuel-oil tanks, **swimming pools**, hot tubs and ornamental fountains or ponds.
- c) for loss or damage while the **holiday home** is **unoccupied** unless **you** or a responsible adult representative of **yours** turns off the water at the mains stopcock.
- d) for loss or damage whilst the **holiday home** is **unfurnished**.
- e) for loss or damage due to the failure or lack of grouting or sealant.
- a) for loss or damage while the **holiday home** is **unfurnished**.
- b) for loss or damage caused by escape of oil from an oil tank unless **you** can provide evidence that the oil tank is less than 10 years old or that it is inspected annually by a qualified OFTEC engineer and certified as in good condition without the need for repair or replacement.

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

6. theft or attempted theft

7. collision by any vehicle or animal

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

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

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

11. falling trees, telegraph poles or lamp-posts

We will not pay

a) for loss or damage while the **holiday home** is **unfurnished**.
b) for loss or damage resulting from theft or attempted theft from the **holiday home** unless as a result of violent and forcible entry or exit other than any loss or damage which is covered under additional cover P – Theft or attempted theft by Guests/Tenant(s).

a) for loss or damage while the **holiday home** is **unfurnished**.

a) for loss or damage to **swimming pools**, hot tubs, tennis courts, service tanks, central heating oil tanks, ground source heating pumps, terraces, paths, drives, walls, fences, gates and hedges unless **your holiday home** is damaged by the same cause and at the same time.
b) for loss or damage caused by **settlement**.
c) for loss or damage caused by riverbank or coastal erosion.
d) for loss or damage arising from defective materials or faulty workmanship.
e) for loss or damage arising from movement of solid floor slabs, unless the foundations beneath the exterior walls of **your holiday home** are damaged by the same cause and at the same time.

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

a) for loss or damage caused by trees being cut down or cut back within the **premises**.
b) for loss or damage to gates and fences.
c) for removing any part of the tree that is still below the ground.
d) for restoring the site.

Section 1 – Buildings – Additional Cover

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

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

What is covered

This section of the insurance also covers

A – Accidental Damage to Fixtures & Fittings

We will pay for **accidental damage** to:

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

all forming part of the **buildings**.

B – Accidental Damage to Services

We will pay for **accidental damage** to:

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

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

C – Loss of Holiday Rental Income/Alternative Accommodation

The holiday rental income **you** would have received but are unable to recover while the **holiday home** cannot be lived in following loss or damage which is covered under the events insured under numbers 1 to 11 in Section 1 – Buildings – Standard Cover;

or

The cost of using other accommodation substantially the same as **your** existing accommodation, which **you** have to pay for **you**, **your** guests, **your** tenants and **yours**/their pets and horses as the **holiday home** cannot be lived in following loss or damage which is covered under the events insured under numbers 1 to 11 in Section 1 – Buildings – Standard Cover

What is not covered

We will not pay

- a) for loss or damage while the **holiday home** is **unfurnished**.

- a) for loss or damage while the **holiday home** is **unfurnished**.

- a) any amount over 25% of the **sum insured** for the **buildings** damaged or destroyed.
- b) any loss of holiday rental income or alternative accommodation payable after the property is reinstated and ready for habitation.
- c) any costs incurred without **our** agreement to pay.
- d) any costs recoverable elsewhere.
- e) more than 24 months for this additional cover.
- f) any loss of holiday rental income at the same time as paying the cost of alternative accommodation.
- g) any alternative accommodation at the same time as paying loss of holiday rental income.

This section of the insurance also covers

D – Professional Fees & Expenses

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

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

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

E – Loss of Metered Water

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

F – Sale of your Premises

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

G – Trace & Access

The costs incurred to find the source of escape of:

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

H – Loss of Oil

Loss of domestic oil from fixed fuel oil tanks.

We will not pay

- a) any expenses for preparing a claim or an estimate of loss or damage.
 - b) any costs if government or local authority requirements have been served on **you** before the loss or damage.
-
- a) more than £2,500 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than £2,500 in total.
 - b) for loss of metered water whilst the **holiday home** is **unfurnished**
-
- a) if the **buildings** are more specifically insured under any other insurance.
 - b) any claim under any other additional covers of this **policy**.
-
- a) more than £7,500 in any **period of insurance**.
 - b) any costs incurred whilst the **holiday home** is **unfurnished**.
 - c) costs incurred if the escape of water, oil or gas (including LPG) commenced before cover starts.
-
- a) more than £2,500 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than £2,500 in total.
 - b) for loss of oil whilst the **holiday home** is **unfurnished**.
 - 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.

RETREAT

This section of the insurance also covers

I – Squatters

The cost of alternative accommodation for **you**, **your** guests, **your** tenants and **yours**/their pets and horses while **your holiday home** is occupied by squatters.

J – Ground Rent

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

K – Damage by Emergency Services

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

L – Replacement Locks

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

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

M – 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 **holiday home** without **your** consent.

N – 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** or any guests staying at **your holiday home**.

O – Garden, Plants & Shrubs

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

We will not pay

- a) more than £5,000 any one claim.
- a) any amount over 10% of the **sum insured** for the **buildings** damaged or destroyed.
- b) any ground rent payable after the property is reinstated and ready for habitation.
- c) any costs incurred without **our** agreement to pay.
- d) any costs recoverable elsewhere.
- e) more than 24 months for this additional cover.
- a) more than £2,500 any one claim.
- a) any amount over £5,000 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than £5,000 in total.
- a) more than £5,000 any one claim.
- b) where **you** have not acted as soon as practicably possible to stop the unauthorised use once **you** had been made aware of the unauthorised use.
- a) more than £5,000 any one claim.
- a) more than £2,500 any one claim.
- b) more than £500 for any one plant, tree or shrub.
- c) any costs relating to any undamaged part of the garden.
- d) for any plants grown on a commercial basis.

This section of the insurance also covers

P – Theft or attempted theft by Guests/Tenant(s)

We will pay for theft or attempted theft by **your** guest(s) or tenant(s).

Q – Removal of Nests

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

R – 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**.

S – Security Expenses

Costs incurred by **you** to:

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

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

We will not pay

- a) more than £10,000 any one claim.
- b) any amount recoverable from **your** guest(s) or tenant(s) deposit.

- a) more than £1,000 any one claim.

- a) more than £1,000 any one claim.

- a) more than £5,000 any one claim.

Section 1 – Buildings – Accidental Damage

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

What is covered

This extension covers **accidental damage** to the **buildings**

What is not covered

We will not pay

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

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

How we deal with your claim

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

Your sum insured

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

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

Limit of insurance

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

Section 2 – Holiday Home Contents - Standard Cover

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

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

What is covered

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

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

What is not covered

We will not pay

- a) for loss or damage caused by fire as a result of an accumulation of combustible materials such as junk mail and newspapers not being removed at every 30 day inspection of the **premises** while the **holiday home** is **unoccupied** or **unfurnished**.
- a) for property in the open.
- a) for loss or damage while the **holiday home** is **unoccupied** unless **you** or a responsible adult representative of **yours** turns off the water at the mains stopcock.
- b) for loss or damage whilst the **holiday home** is **unfurnished**.
- c) for loss or damage due to the failure or lack of grouting or sealant.
- a) for loss or damage while the **holiday home** is **unfurnished**.
- b) for loss or damage caused by escape of oil from an oil tank unless **you** can provide evidence that the oil tank is less than 10 years old or that it is inspected annually by a qualified OFTEC engineer and certified as in good condition without the need for repair or replacement
- a) for loss or damage while the **holiday home** is **unfurnished**.
- b) for loss or damage resulting from theft or attempted theft from the **holiday home** unless as a result of violent and forcible entry or exit other than any loss or damage which is covered under additional cover J – Theft or attempted theft by Guests/Tenant(s).
- a) for loss or damage while the **holiday home** is **unfurnished**.

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

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

10. falling trees, telegraph poles or lamp-posts

We will not pay

- a) for loss or damage caused by **settlement**.
- b) for loss or damage caused by riverbank or coastal erosion.
- c) for loss or damage arising from defective materials or faulty workmanship.
- d) for loss or damage arising from movement of solid floor slabs, unless the foundations beneath the exterior walls of **your holiday home** are damaged by the same cause and at the same time.

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

Section 2 – Holiday Home Contents - Additional Cover

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

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

What is covered

This section of the insurance also covers

A – Accidental Damage to Electronic Equipment

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

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

What is not covered

We will not pay

- a) for damage or deterioration caused in the process of repair, renovation, or dismantling.
- b) for damage to tapes, records, cassettes, discs or memory sticks or computer software.
- c) for mechanical or electrical faults or breakdown
- d) any amount recoverable from **your** guest(s) or tenant(s) deposit

This section of the insurance also covers

B – Temporary removal of holiday home contents

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

We will not pay

- a) for **contents** outside the **United Kingdom**.
- b) any amount over £10,000.
- c) for **contents** removed for sale or exhibition.
- d) for theft unless the loss or damage follows breakage or damage in the **holiday home** in the course of entry.
- e) more than 30 days in any professional storage facility.
- f) for **your contents** temporarily away from **your holiday home** unless they are:
 - in any occupied private dwelling
 - in any building where **you** are living or working
 - in any building for valuation, cleaning or repair
 - in any professional storage facility
 - in any bank or safe deposit.

C – Alternative Accommodation

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

- a) any amount over 25% of the **holiday home contents sum insured**.
- b) any alternative accommodation payable after the property is reinstated and ready for habitation.
- c) any costs incurred without **our** agreement to pay.
- d) any costs recoverable elsewhere.
- e) more than 24 months for this additional cover.
- f) any alternative accommodation at the same time as paying loss of holiday rental income.

D – Fatal Injury

Fatal injury to **you**, any member of **your** immediate family, including civil partners and co habiting partners who permanently reside with **you** at **your** main home whilst at the **premises** caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve (12) months of such injury.

- a) more than £10,000 for each insured person (or £5,000 for each insured person under sixteen (16) years of age) at the time of death.
- b) for fatal injury of any **domestic employee(s)**.
- c) for fatal injury of **your** tenants or **your** invited guests.
- d) more than once under **your policy** for any one incident.

E – Replacement Locks

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

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

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

RETREAT

This section of the insurance also covers

F – Loss of Metered Water

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

G – Loss of Oil

Loss of domestic oil from fixed fuel oil tanks.

H – Domestic Freezer Cover

The cost of replacing **your** food in **your** fridge or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes.

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

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

J – Theft or attempted theft by Guests/Tenant(s)

We will pay for theft or attempted theft by **your** guest(s) or tenant(s).

K – Common Parts

Loss or damage to **holiday home contents** of Common Parts of the **premises** to which all guests or tenants have access following loss or damage which is covered under the events insured under numbers 1 to 10 in Section 2 – Holiday Home Contents – Standard Cover.

We will not pay

- a) more than £2,500 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than £2,500 in total.
- b) for loss of metered water whilst **your holiday home** is **unfurnished**.
- a) more than £2,500 in any **period of insurance**. If **you** claim for such loss under sections 1 and 2, **we** will not pay more than £2,500 in total.
- b) for loss of oil whilst **your holiday home** is **unfurnished**.
- 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) for loss or damage caused by any electricity or gas company cutting off or restricting **your** supply.
- b) for loss or damage due to the failure of **your** electricity or gas supply caused by a strike or any other industrial action.
- c) more than £500 in any one claim.
- d) for the domestic freezer contents of **your** tenants/paying guests.
- a) more than £1,000 any one claim.
- b) for the personal effects of **your** tenants/paying guests.
- a) more than £10,000 any one claim.
- b) any amount recoverable from **your** guest(s) or tenant(s) deposit.
- a) more than £1,000 in any **period of insurance**.

This section of the insurance also covers

L– Ground Rent

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

M – Household Removals

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

We will not pay

- a) any amount over 10% of the **holiday home contents sum insured**.
 - b) any ground rent payable after the property is reinstated and ready for habitation.
 - c) any costs incurred without **our** agreement to pay.
 - d) any costs recoverable elsewhere.
 - e) more than 24 months for this additional cover.
-
- a) for **contents** outside the **United Kingdom**.
 - b) for loss or damage to porcelain, china, glass and other brittle articles.

Section 2 – Holiday Home Contents - Accidental Damage

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

What is covered

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

What is not covered

We will not pay

- a) for damage or any proportion of damage which **we** specifically exclude elsewhere under section 2.
- b) for damage or deterioration of any article caused by dyeing, repair, renovation or whilst being worked upon.
- c) for damage caused by chewing, tearing, scratching, fouling, urinating or vomiting by **your** or **your** guests/tenants pets.
- d) for damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost.
- e) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination.

Section 2 – Holiday Home Contents – Conditions that Apply to this Section Only

How we deal with your claim

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

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

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

The above basis of settlement will not apply to:

- clothes
- pedal cycles including **electrically assisted pedal cycles**

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

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

Your sum insured

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

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

Limit of insurance

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

Section 3 – Accidents to Domestic Employees

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

What is covered

We will pay you

- i) as owner for any amounts **you** become legally liable to pay as damages for:

- **bodily injury**
- damage to property

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

Limit of insurance

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

What is not covered

We will not pay **you** for **bodily injury** arising

- a) from the ownership, operation or possession of any mechanically propelled vehicle (except domestic gardening equipment or motorised mobility scooters, electric wheelchairs and powerchairs)

Section 4 – Legal Liability to the Public

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

Part A - Legal Liability

Part A of this section applies in the following way:

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

What is covered

We will pay **you**

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

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

What is not covered

We will not pay **you** for any liability

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

We will not pay you for any liability

- h) arising out of **your** ownership, possession or use of:
- i) any motorised or horsedrawn vehicle other than:
 - domestic gardening equipment used within the **premises**
 - pedestrian controlled gardening equipment used elsewhere and
 - motorised mobility scooters, electric wheelchairs or powerchairs
 - **electrically assisted pedal cycles**
 - ii) any power-operated lift (other than domestic stairlifts)
 - iii) any aircraft or boat or vessel other than manually operated rowing boats, punts or canoes
 - iv) any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991, the Dangerous Dogs Act Amendment 1997, the Dangerous Dogs Act Amendment 2014, The Dogs (Northern Ireland) Order 1983, The Dangerous Dogs (Northern Ireland) Order 1991 or the Control of Dogs (Scotland) Act 2010 or any amending legislation.
- i) if **you** are entitled to payment under any other insurance until such insurance is exhausted.
- j) in respect of any kind of pollution and/or contamination other than:
- caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** at the **premises** named on **your schedule**; and
 - reported to **us** as soon as practicably possible, but not later than 30 days from the end of the **period of insurance**;
- in which case all such pollution and/or contamination arising out of such accident shall be treated as having happened at the time of such accident.
- k) arising out of **your** ownership, occupation, possession or use of any land or building that is not within the **premises**.

We will not pay you for any liability

- l) arising as a result of escape of oil from an oil tank unless **you** can provide evidence that the oil tank is less than 10 years old or that it is inspected annually by a qualified OFTEC engineer and certified as in good condition without the need for repair or replacement.
- m) arising out of **your** ownership, possession or use of any vehicle where any Road Traffic Act or similar legislation says that **you** must have motor liability insurance.

Part B - Unrecovered Damages

We will pay you

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

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

We will not pay you

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

Part C - Defective Premises Act

We will pay you

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

We will not pay you

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

Limit of insurance

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

Section 5 – Holiday Home 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.

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.

Consumer legal services

ARAG Legal | arag.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 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

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.

Holiday Home

The residential property at the address shown in the Schedule to which this policy attaches which:

- is owned by you and
- is or will be let out for leisure purposes and
- is located within the UK, Isle of Man or Channel Islands.

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 4. Tax Disputes by the **appointed advisor** and agreed by **us** in advance.

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

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 5 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 £50,000 (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. Property

A dispute relating to **your holiday home** following

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

2. Contract

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

- a) buying or renting out **your holiday home** for leisure purposes
Provided that **you** have a written agreement with any party to whom **you** let out **your holiday home** which includes a cancellation clause setting out notice required and right to a refund of deposit paid.
- b) buying or hiring goods or services for your **holiday home**.

3. Legal Defence

Defence of a criminal prosecution brought against an **insured** in a court of criminal jurisdiction arising from letting out **your holiday home** for leisure purposes.

What is not covered

- a) The first £250 of any claim under Insured Event 1. 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 holiday home**
 - iii) the compulsory purchase of **holiday home** by any government, local or public authority
 - iv) any dispute with and/or restrictions or controls placed on **your holiday home** by any government, local or public authority
 - v) defending any dispute under **Insured Event 1. 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) an agreement to let out **your holiday home** for a term exceeding six months
- b) goods or services which exceed £5,000 in value
- c) loans and mortgages
- d) an employment contract
- e) a settlement due under an insurance policy.

What is covered

6. Tax Disputes

A formal enquiry into the **insured's** personal tax affairs provided that all returns are complete and have been submitted within the legal timescales permitted.

What is not covered

Any claim arising from or relating to:

- a) any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland
- b) an investigation by the Fraud Investigation Service of HMRC
- c) 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
- d) tax returns where **you** fail to disclose income relating to **your holiday home**
- e) circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to an **insured's** financial arrangements.

What is not covered by Section 5 (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 activities
 except in relation to Insured Event 10. Reputational Damage
5. stag or bachelor and hen or spinster parties
6. a dispute between **your** family members
7. an **insured's** deliberate or reckless act
8. a judicial review
9. repossession proceedings brought under Schedule 2 Part 1 of the Housing Act
10. a dispute with **us** not dealt with under Condition 6., or the insurer or the company that sold this policy
11. 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**
12. a group litigation order
13. the payment of fines, penalties or compensation awarded against the **insured**.

Section 5 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 interestthe **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.

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 5 Privacy Statement

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

Section 5 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.**

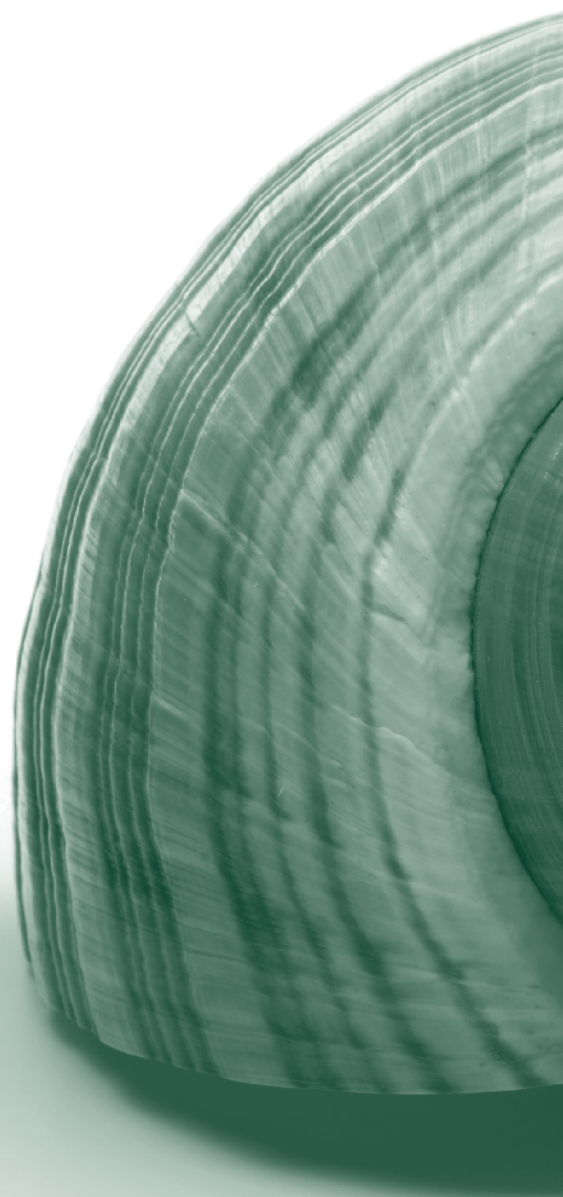
The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the Financial Ombudsman Service at www.financial-ombudsman.org.uk

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

RETREAT

Notes



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