



**Your Non-Owner Occupied Legal Expenses,
Home Emergency and Key Protection Cover**

POLICY BOOKLET



Welcome

Thanks for choosing us to protect your home.

We're different

Customers tell us that it's important to be clear about what they're covered for; so we've been through this booklet to make sure it is written as clearly as possible.

Insurance can be complicated – there is still plenty of detail we need to tell you about – but we make every effort to make sure that you're clear on what you've bought.

What's coming up in this booklet

This booklet is relevant to you if you use the property as a holiday home, Bed and Breakfast, weekend/weekday home or if the property is unoccupied and if your schedule highlights that Legal Expenses, Home Emergency cover or Key Protection Cover is included within your policy.

If you have this cover, please read this booklet carefully to ensure that the cover we provide is exactly what you need. Certain words, as detailed on pages 3 to 8 have specific meanings. To help you identify these we have capitalised them throughout this booklet.

When you read this booklet in conjunction with the rest of our Policy Documents please make sure that:

- All the details shown in the statement of fact and schedule are correct (let us know immediately if any changes are necessary);
- You have read the conditions relating to the cover options including the general conditions and exclusions;
- You understand the notes on how to make a claim as shown throughout the policy document.

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I hope everything is really clear, if not, our friendly UK based team are on-hand to talk you through it.

Mark Eastham
CEO - HomeProtect

Definitions Applicable to the whole Policy

There are certain words used throughout this booklet and Policy Document that start with a capital letter. These are 'defined terms', words that have a specific meaning. The full list of defined terms, and what they mean can be found below:

Cover

The benefits available to You under each Cover Option.

Cover Option

An optional section of Cover available under a HomeProtect Policy.

Endorsement/Clause(s)

A change in the terms and conditions of this Policy.

Heave

The upward movement of the ground supporting the building.

Insurer(s)

For legal expenses cover the Insurer is AmTrust Europe Limited

For home emergency cover the insurer is Great Lakes Insurance SE

For key protection cover the insurer is Astrenska Insurance Limited

Insured property

Legal expenses:

The Property insured under the underlying HomeProtect Policy, to which this insurance attaches.

Home emergency:

The Property insured under the underlying HomeProtect policy, to which this insurance attaches, but excluding any detached garages or outbuildings, that is built of brick, stone, concrete or other non-combustible materials and roofed with slates, metal, thatch, concrete or other non-combustible materials and roofed with slates, metal, thatch, concrete or other non-combustible materials.

Landslip

Downward movement of sloping ground.

Period of Insurance

The length of time for which this insurance is in force, as shown in the Schedule and for which You have paid, and We have accepted a premium.

Please note: *If You purchase Cover after the start date of Your buildings and/or contents Policy, the first Period of Insurance will start at the date of purchase of the additional Cover Option and it will end when the buildings and/or contents Policy ends, as shown on Your Schedule.*

Policy

The written contract between You and the Insurer, which comprises this booklet, the Statement of Fact, the Schedule and any Endorsements/Clauses, which should be read together. The Policy is based on Your answers to Our questions when You applied for this insurance.

Schedule

The schedule is part of this Policy and contains details of what You have chosen, and the Insurer(s), have agreed, to insure.

Statement of fact

A record of the information You provided Us when originally applying for this insurance and subsequently, and which will have been provided to You by Us as evidence of the basis on which Your application has been accepted and this Policy issued.

Subsidence

Downward movement of the ground beneath the buildings.

United Kingdom

The United Kingdom will include England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries.

Unoccupied

Not been lived in by You or Your family, or any other person with Your permission.

We / Us / Our

Avantia Insurance Limited, trading as HomeProtect.

You / Your / Insured

- **Legal expenses:**

Any person who has paid the premium, or on whose behalf the premium has been paid.

- **Additional definitions per legal expenses section:**

- **Section 1A (Holiday homes legal expenses)**

If You die Your personal representatives will be covered to pursue or defend cases covered by this insurance on Your behalf that arose prior to Your death.

- **Section 1B (Weekday and weekend home legal expenses)**

You must be regularly resident at the Insured Property covered under the household insurance to which this Cover attaches. Cover also applies to Your family members normally resident with You. If You die Your personal representatives will be covered to pursue or defend cases covered by this insurance on Your behalf that arose prior to Your death.

- **Section 1C (Unoccupied property legal expenses)**

Cover also applies to Your family members normally resident with You. If You die Your personal representatives will be covered to pursue or defend cases covered by this insurance on Your behalf.

- **Section 1D (Bed & Breakfast legal expenses)**

You must be permanently resident at the Insured Property covered under the household insurance to which this Cover attaches. Cover also applies to Your family members normally resident with You. If You die Your personal representatives will be covered to pursue or defend cases covered by this insurance on Your behalf that arose prior to Your death.

- **Home emergency:**

The person named on the Policy Schedule.

- **Key protection:**

The Policyholder and any immediate member of their family residing at the same address as the Policyholder during the Period of Insurance.

Definitions Applicable to Legal Expenses

These definitions form part of the main Policy definitions but are specific to Legal Expenses. Wherever the following words appear they will have the meanings shown below.

Adviser

The Service Provider's specialist panel solicitors or Their agents appointed by the Service Provider to act for You, or, and subject to the Insurer's agreement, where court proceedings have been started or a Conflict of Interest arises, another legal representative nominated by You.

Advisers' Costs

Reasonable legal or accountancy fees and disbursements incurred by the Adviser or other legal representative with the Insurer's prior written authority. Legal expenses shall be assessed on the standard basis and third party's costs shall be covered if awarded against You and paid on the standard basis of assessment.

Computer

Any computer or other electronic data processing device, equipment or system or any hardware, software, programme, instruction, data or component utilised or intended to be utilised in or by such item, or any actual or intended function of or process performed by any of them.

Conflict of Interest

There is a conflict of interest if Your Advisers' duty to act in Your best interests in relation to Your claim conflicts with, or there is a significant risk that it may conflict with, any duty Your Adviser owes, or obligation it has, to any other party.

Domestic Employee

A person who is employed to carry out domestic duties in Your household

Excess

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

- **Section 1A (Holiday homes legal expenses)**
Property infringement: £250
All other sections: Nil
- **Section 1B (Weekday and weekend home legal expenses)**
All sections: Nil
- **Section 1C (unoccupied property legal expenses)**
Property infringement: £250
All other sections: Nil
- **Section 1D (Bed & Breakfast legal expenses)**
Property infringement: £250
Contract Disputes: £250
Employment Defence: £250

H M Revenue and Customs Full Enquiry

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

Identity Theft

A person or group of persons knowingly using a means of identification belonging to You without Your knowledge or permission with intent to commit or assist another to commit an illegal act.

Insured incident

The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one insured incident shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.

Additional definitions per section:

- **Section 1A (Holiday homes legal expenses)**
In a claim arising from Identity Theft the insured incident is a single act or the start of a series of single acts against You by one person or group of people.
- **Section 1C (unoccupied property legal expenses)**
In a claim arising from Identity Theft the insured incident is a single act or the start of a series of single acts against You by one person or group of people.
- **Section 1D (Bed & Breakfast legal expenses)**
In a claim arising from Identity Theft the insured incident is a single act or the start of a series of single acts against You by one person or group of people; or
In a claim arising from an H M Revenue and Customs Full Enquiry, the insured incident shall be deemed to be the date H M Revenue and Customs issue a formal notice to You notifying of a full enquiry into Your non-business affairs.

Legal Action(s)

The pursuit or defence of civil legal cases for damages or injunctions

Limit of Indemnity

The maximum payable in respect of an Insured Incident is stated below:

All sections: £50,000

Standard Advisers' Costs

The level of Advisers' Costs that would normally be incurred in using a nominated Adviser, chosen by the Service Provider.

Territorial Limits

The United Kingdom

Service Provider / They / Their

Arc Legal Assistance Limited who have arranged this insurance and administer it on behalf of the Insurer.

Vehicle

Any motor vehicle or motorcycle owned by You.

Definitions Applicable to Home Emergency

These definitions form part of the main Policy definitions but are specific to Home Emergency. Wherever the following words appear they will have the meanings shown below.

Approved Contractor

A tradesman approved and authorised by the Service Provider in advance to carry out repairs.

Emergency

A sudden and unexpected event at the Insured Property which if not dealt with immediately will:

- Expose You or a third party to a risk to their health or;
- Make the Insured Property unsafe or insecure or;
- Will cause damage or further damage to the Insured Property and its contents or;
- Will leave the Insured Property without Mains Services.

Emergency Repair

A temporary repair carried out by an approved contractor which is necessary to resolve the immediate Emergency but which will need to be replaced by a Permanent Repair.

Geographical Limits

The United Kingdom.

Mains Services

Mains drainage to the boundaries of the Insured Property, water, electricity and gas within the Insured Property and the main source of heating or hot water where no alternative exists.

Permanent Repair

A repair or other work necessary to put right the damage caused to the Insured Property by the Emergency.

Service Provider / They / Their

Intana, a trading style of Collinson Insurance Services Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN.

Definitions Applicable to Key Protection Cover

These definitions form part of the main Policy definitions but are specific to Key Protection Cover. Wherever the following words appear they will have the meanings shown below.

Fob

The numbered tag issued to the Policyholder by the Provider which the Provider has registered in the Policyholder's name.

Insured Event

The loss or theft of, or damage to, any Insured Key.

Insured Key

Any key which is attached to the Fob.

Limit of Indemnity

£1,500 being the maximum amount payable in aggregate in each Period of Insurance.

Policyholder

The person in whose name the Provider has registered the Fob.

Provider

Motorplus Limited trading as Coplus.

Territorial Limits

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

You / Your

The Policyholder and any immediate member of their family residing at the same address as the Policyholder during the Period of Insurance.

Getting Started: Important information applicable to the whole Policy

The Policy document is arranged by Cover Option. It is important that:

- You are clear which Cover Option You have requested and want to be included as the insurance relates ONLY to those Cover Options which are shown in the Schedule as being included;
- You understand what each Cover Option provides and does not provide;
- You understand Your own duties under each Cover Option and under the insurance as a whole

Your Cover begins on the start date and continues for a period of 12 months unless You purchase this Policy during the term of Your buildings and/or contents insurance with Us, in which case this Cover begins on the date You purchase this Policy and ends on the same date as the buildings and/or contents Policy expires.

Cooling off period

You are entitled to cancel Your HomeProtect insurance Policy by contacting us within 14 days of either:

- The date You receive Your Policy documentation; or
- The start of the Period of Insurance

whichever is the later.

Your premium will be refunded provided You have not made a claim, but We retain the right to charge a fee to cover Our expenses. If We have charged You an administration fee to arrange this insurance, it is non-refundable and will be deducted from any amount due to You as a refund. Please see the document entitled: "Important Information About Our Insurance Services" for details of all fees that apply.

Cancellation and Fees

We or the Insurer(s) can cancel the insurance by giving You 30 days' written notice by recorded delivery at Your last known address. Any return premium due to You will depend on how long this insurance has been in force and whether You have made a claim.

Outside the cooling off period, You can also cancel this insurance at any time by contacting Us, however there will be no return premium due to You. Details of any non refundable cancellation or administration fees are contained in the document entitled: "Important Information About Our Insurance Services".

If We are unable to collect Policy fees, charges, or premiums that are due to Us under the terms of Your Policy, We reserve the right to forward your account to a debt collection company for their assistance. You would then be required to pay all further charges incurred in relation to collection of the debt, in addition to the original sum owed.

If any party to this insurance cancels all Cover under the main HomeProtect home insurance Policy at any time during the Period of Insurance, We will automatically cancel all of the additional Cover Options You purchased and that appear on Your latest Schedule.

If any party to this insurance cancels any of the HomeProtect additional Cover Options outside the cooling off period but Cover under Sections 1 to 6 of the main HomeProtect home insurance Policy continues, no refund will be due in respect of any of the additional Cover Options and You will still need to pay the full annual premium for them if You have not already done so.

For details of Policy fees please refer to the “Important Information About Our Insurance Services” document.

Complaints

Our aim is to ensure that all aspects of Your insurance are dealt with promptly, efficiently and fairly. At all times We are committed to providing You with the highest standard of service.

If You are unhappy with the service provided for any reason or have cause for complaint, please follow the instructions below:

Legal expenses

Please write to:
Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5YD
Tel: 01206 615000
Email:
customerservice@arclegal.co.uk

Home emergency

Complaints Department
Intana, Sussex House
Perrymount Road,
Haywards Heath
West Sussex
RH16 1DN
Tel: 01444 442 010
Email: complaints@intana-assist.com

Key protection

Quality Assurance Team
Coplus
Floor 2
Norfolk Tower
48-52 Surrey Street
Norwich
NR1 3PA
Email: Keyclaims@coplus.co.uk

In any event, should You remain dissatisfied or fail to receive a final answer within eight weeks of the Insurer receiving Your complaint, You may have the right to refer Your complaint to the Financial Ombudsman Service. The existence of these procedures does not affect Your right to take legal proceedings.

The Financial Services Compensation Scheme

If We or the Insurer(s) cannot meet Our obligations You may be entitled to compensation from the Financial Services Compensation Scheme (FSCS). If You were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. Most insurance contracts are covered for 90% of the claim with no upper limit. Further information is available from the Financial Services Compensation Scheme (P O Box 300, Mitcheldean, GL17 1DY) and on their website: www.fscs.org.uk

Key protection only: Sanctions

We shall not provide cover or be liable to pay any claim or other sums, including return premiums, where this would expose us to any sanction, prohibition or restriction under United Nations resolutions, asset freezing or trade or economic sanctions, laws or regulations of the European Union, United Kingdom, and/or all other jurisdictions where we transact business.

Law & Jurisdiction applicable to the insurance

The parties are free to choose the law applicable to this insurance Policy. Unless specifically agreed to the contrary 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.

Duration of policy and renewal

Your HomeProtect home insurance Policy, including the additional Cover Options You have selected, is valid for a period of 12 months from the date You want Cover to start (as shown on the Schedule).

Annually, We will contact You in writing within good time prior to the expiry date of the Policy with details of the renewal offer. Please note that neither We nor the Insurer(s) is obliged to offer You a renewal, but if We are unable to do so, We will clearly explain the steps You need to take.

On renewal, if You are already paying by Direct Debit, Cover will continue on the terms offered and We will continue to collect Your premium unless You inform Us to the contrary prior to the renewal date, or You cancel the Direct Debit mandate.

If You are paying Your premium annually and You gave Us authority, We will use the same credit/debit card details throughout the Policy term and on renewal. However, there is a chance Your card may have expired by the time Your Policy is due for renewal. If that is the case, You will need to contact Us to ensure We can take payment, so that Your Cover can continue without interruption.

Easy payment scheme by Direct Debit

To help spread the cost of Your Policy, You can pay the annual premium by monthly instalments. Please see Your insurance offer or Schedule for details of the instalment charge. Various other payment facilities are also available

Notice

Insurers and their agents share information with each other to prevent fraudulent claims and to assess whether to offer insurance (including the terms) via the Claims and Underwriting Exchange Register, operated by Insurance Database Services Limited. A list of the subscribers is available upon request or You can visit www.cueuk.org for further information.

In dealing with Your application, this register may be searched and in the event of a claim, the information You have supplied together with other information relating to the claim may be put on the register and made available to subscribers.

Data Protection

We may use Your personal information to manage insurance policies, handle claims and to provide Our services to You. We only use Your personal information where it is necessary to do so, for example, to fulfil Our contractual obligations, to comply with Our legal obligations, or where it is necessary for Our legitimate interest(s). Where We use Your personal information, We will do so in accordance with applicable Data Protection legislation.

We may share Your personal information with third party service providers and agents. If We need to share Your personal information outside the European Economic Area, We take steps to ensure that equivalent protections are in place.

To find out more information on how We use Your personal information, please refer to the HomeProtect Privacy Policy

<https://www.homeprotect.co.uk/security-privacy>

Further information about how We use Your personal information can be found on the Information Commissioner's Office register – our registration number is: Z7831579.

Non-Owner Occupied Legal Expenses

The Insurer will insure You for legal costs and expenses for an Insured Event:

- Which occurs within the United Kingdom;
- Which occurs during the Period of Insurance;
- Up to the Limit of Indemnity shown on Your Schedule;
- Subject to the terms, exclusions and conditions of the Policy.

The Policy wording for this Cover Option is divided into four separate sections, used to distinguish between different types of Property usage.

- **Section 1A** applies to the Insured Property being used as a holiday home (for either family use, or short-term let)
- **Section 1B** applies to the Insured Property being used as a weekend or weekday home (which is otherwise Unoccupied)
- **Section 1C** applies to the Insured Property being Unoccupied
- **Section 1D** applies to the Insured Property being used as a bed & breakfast (which You own and occupy)

Important Notice

If you make a valid claim under this insurance, the Service Provider will appoint Their panel solicitors, or Their agents, to handle Your case. You are not covered for any other legal representatives' fees unless court proceedings are issued or a Conflict of Interest arises. Where, following the start of court proceedings or a Conflict of Interest arising, You want to use a legal representative of Your own choice You will be responsible for any Advisers' Costs in excess of Their Standard Advisers' Costs.

The insurance covers Advisers' Costs and other costs and expenses as detailed under the separate sections of Cover, up to the limit of indemnity where:

- The Insured Incident takes place in the Period of Insurance and within the Territorial Limits and;
- The Legal Action takes place in the Territorial Limits.

Legal expenses cover Section 1A (Holiday homes)

What is covered

- | | | |
|-------------------------|---------------------------|---------------------|
| ▪ Consumer pursuit | ▪ Property damage | ▪ Eviction |
| ▪ Consumer defence | ▪ Personal identity theft | ▪ Legal helpline |
| ▪ Property infringement | ▪ Tax | ▪ Domestic helpline |

Consumer pursuit: Advisers' Costs to pursue a Legal Action following a breach of a contract You have for buying or renting goods or services for Your private use in relation to the Insured Property. This includes the purchase of the Insured Property. The contract must have been made after You first purchased this insurance.

Consumer defence: Advisers' Costs to defend a Legal Action brought against You following a breach of a contract You have for selling goods (in a private capacity) in relation to the Insured Property. This includes the sale of the Insured Property. The contract must have been made after You first purchased this insurance.

Property infringement: Advisers' Costs to pursue a Legal Action for nuisance or trespass against the person or organisation infringing Your legal rights in relation to the Insured Property. This Cover Option does not extend to divorce or matrimonial matters. The nuisance or trespass must have started at least 30 days after You first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.

Property damage: Advisers' Costs to pursue a Legal Action for financial compensation for damages against a person or organisation that causes physical damage to the Insured Property. The damage must have been caused after You first purchased this insurance.

Personal identity theft: Advisers' Costs in a Legal Action in respect of Insured Incidents arising from Identity Theft:

- To deal with all organisations that have been fraudulently applied to for credit, goods or services in Your name or which are seeking monies or have sought monies from You as a result of Identity Theft;
- In order to liaise with credit referencing agencies and all other relevant organisations on Your behalf to advise that You have been the victim of Identity Theft;
- To defend Your legal rights and/or take reasonable steps to remove County Court Judgments against You that have been obtained by an organisation that You are alleged to have purchased, hired or leased goods or services from. Cover is only available if You deny having entered in to the contract and allege that You have been the victim of Identity Theft.

Tax: Advisers' Costs incurred by an Accountant if You are subject to an H M Revenue and Customs Full Enquiry into Your personal Income Tax position. This Cover applies only if You have:

- Maintained proper, complete, truthful and up to date records;
- Made all returns at the due time without having to pay any penalty;
- Provided all information that the H M Revenue and Customs reasonably requires.

Eviction of overstaying guests: Advisers' Costs to pursue a Legal Action for possession of the Insured Property, if a guest stays beyond their agreed period of occupancy

Legal Helpline: Use of the 24 hour advisory service for telephone advice on any private legal problem of concern to You or any member of Your household.

Specialist lawyers are at hand to help You. If You need a lawyer to act for You and Your problem is covered under this insurance, the helpline will ask You to complete and submit a claim form online by visiting www.arclegal.co.uk/informationcentre.

Alternatively They will send a claim form to You. If Your problem is not covered under this insurance, the helpline may be able to offer You assistance under a private funding arrangement.

Simply telephone **0330 660 0660** and quote "HomeProtect".

Domestic Helpline: Use the helpline following an emergency in the Insured Property for which a tradesman's assistance is required.

The helpline will source and deploy an approved tradesman to the Insured Property. You will be responsible for the tradesman's charges.

Where appropriate the Service Provider may substitute deployment of a tradesman with the provision of technical advice over the telephone giving You the means to rectify the problem yourself.

Simply telephone **0330 660 0660** and quote "HomeProtect".

What is not covered

For any claim in relation to consumer pursuit the Insurer will not pay for losses:

- Where the amount in dispute is less than £250 plus VAT;
- Involving a Vehicle owned by You or which You are legally responsible for.

For any claim in relation to consumer defence the Insurer will not pay for losses:

- Where the amount in dispute is less than £250 plus VAT;
- Involving a Vehicle owned by You or which You are legally responsible for.

For any claim in relation to property infringement the Insurer will not pay for losses:

- In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority

For any claim in relation to property damage the Insurer will not pay for losses:

- In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority

For any claim in relation to personal identity theft the Insurer will not pay for losses:

- Where You have not been the victim of Identity Theft;
- Where the Insured Incident began to occur within 30 days of You first purchasing this insurance or similar insurance which expired immediately before this insurance began;
- Where the Insured Incident began to occur or had occurred before You purchased this insurance;
- Where the claim is false or fraudulent;
- Where You did not take reasonable precautions against Identity Theft or take action to protect yourself from Identity Theft;
- Where the Identity Theft has been carried out by somebody living with You;
- For Advisers' Costs arising from loss of cash from a bank, building society, credit union or other similar financial institution where that institution has refused to cover the loss;
- For any losses other than Advisers' Costs incurred by You as a result of Identity Theft;

You must agree to be added to the CIFAS Protection Register if the Service Provider recommends it.

For any claim in relation to tax the Insurer will not pay for losses:

- Where deliberate misstatements or omissions have been made to the authorities;
- Where the Special Compliance Officer is investigating Your affairs;
- For accountancy fees which relate to Your business trade or profession;
- In respect of income or gains which have been under-declared because of false representations or statements by You;
- For Advisers' Costs for any amendment after the tax return has initially been submitted to the HM Revenue and Customs;
- For Advisers' Costs arising after You receive a notice telling You that the enquiry has been completed;
- For enquiries into aspects of Your Tax Return (Aspect Enquiries).

Legal expenses cover Section 1B (Weekday and weekend home)

What is covered

- Personal injury
- Consumer defence
- Property damage
- Consumer pursuit
- Property infringement

- Employment disputes
- Helplines

Personal injury: Advisers' Costs to pursue a Legal Action for financial compensation for damages following an accident resulting in Your personal injury or death against the person or organisation directly responsible.

Consumer pursuit: Advisers' Costs to pursue a Legal Action following a breach of a contract You have for buying or renting goods or services for Your private use. The contract must have been made after You first purchased this insurance.

Consumer defence: Advisers' Costs to defend a Legal Action brought against You following a breach of a contract You have for selling goods (in a private capacity) for the private and personal use of another person. The contract must have been made after You first purchased this insurance.

Property infringement: Advisers' Costs to pursue a Legal Action for nuisance or trespass against the person or organisation infringing Your legal rights in relation to the Insured Property. This Cover Option does not extend to divorce or matrimonial matters. The nuisance or trespass must have started at least 180 days after You first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.

Property damage: Advisers' Costs to pursue a Legal Action for financial compensation for damages against a person or organisation that causes physical damage to the Insured Property. The damage must have been caused after You first purchased this insurance.

Employment disputes: Advisers' Costs to pursue a Legal Action brought before an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) against an employer or ex-employer for breach of Your contract of employment.

Helplines: Use of the 24 hour advisory service for telephone advice on any private legal problem of concern to You or any member of Your household.

Specialist lawyers are at hand to help You. If You need a lawyer to act for You and Your problem is covered under this insurance, the helpline will ask You to complete and submit a claim form online by visiting www.arclegal.co.uk/informationcentre.

Alternatively they will send a claim form to You. If Your problem is not covered under this insurance, the helpline may be able to offer You assistance under a private funding arrangement.

Simply telephone **0330 660 0660** and quote "HomeProtect".

What is not covered

For any claim in relation to personal injury the Insurer will not pay for losses:

- Arising from medical or clinical treatment, advice, assistance or care;
- Arising from stress, psychological or emotional injury;
- Arising from illness, personal injury or death which is caused gradually or is not caused by a specific event;
- Involving a Vehicle owned or driven by You.

For any claim in relation to consumer pursuit the Insurer will not pay for losses:

- Where the amount in dispute is less than £250 plus VAT;
- Involving a Vehicle owned by You or which You are legally responsible for;

- In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.

For any claim in relation to consumer defence the Insurer will not pay for losses:

- Where the amount in dispute is less than £250 plus VAT;
- Involving a Vehicle owned by You or which You are legally responsible for;
- In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.

For any claim in relation to property infringement the Insurer will not pay for losses:

- In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.

For any claim in relation to property damage the Insurer will not pay for losses:

- In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.

For any claim in relation to employment disputes the Insurer will not pay for losses:

- Where the breach of contract occurred within the first 90 days after You first purchased this insurance or purchased similar insurance which expired immediately before this insurance began;
- For a dispute with an employer or ex-employer unless it is pursued in an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man);
- For Advisers' Costs of any disciplinary, investigatory or grievance procedure connected with Your contract of employment or the costs associated with any compromise agreement;
- Where the breach of contract is alleged to have commenced or to have continued after termination of Your employment;
- For an allegation of less favourable treatment between men and women in terms of pay and conditions of employment;
- For any hearing fees and issue fees which You may be required to pay in order to bring a claim at an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man).

Legal expenses cover Section 1C (Unoccupied property)

What is covered

- Property infringement
- Personal identity theft
- Legal helpline
- Property damage

Property infringement: Advisers' Costs to pursue a Legal Action for nuisance or trespass against the person or organisation infringing Your legal rights in relation to the Insured Property. This Cover Option does not extend to divorce or matrimonial matters. The nuisance or trespass must have started at least 30 days after You first purchased this insurance.

Property damage: Advisers' Costs to pursue a Legal Action for financial compensation for damages against a person or organisation that causes physical damage to the Insured Property. The damage must have been caused after You first purchased this insurance.

Personal identity theft: Advisers' Costs in a Legal Action in respect of Insured Incidents arising from Identity Theft:

- To deal with all organisations that have been fraudulently applied to for credit, goods or services in Your name or which are seeking monies or have sought monies from You as a result of Identity Theft;
- In order to liaise with credit referencing agencies and all other relevant organisation on Your behalf to advise that You have been the victim of Identity Theft;
- To defend Your legal rights and/or take reasonable steps to remove County Court Judgments against You that have been obtained by an organisation that You are alleged to have purchased, hired or leased goods or services from. Cover is only available if you deny having entered in to the contract and allege that You have been the victim of Identity Theft.

Legal helpline: Use of the 24 hour advisory service for telephone advice on any private legal problem of concern to You or any member of Your household.

Specialist lawyers are at hand to help You. If You need a lawyer to act for You and Your problem is covered under this insurance, the helpline will ask You to complete and submit a claim form online by visiting www.arclegal.co.uk/informationcentre.

Alternatively They will send a claim form to You. If Your problem is not covered under this insurance, the helpline may be able to offer You assistance under a private funding arrangement.

Simply telephone **0330 660 0660** and quote "HomeProtect".

What is not covered

For any claim in relation to property infringement the Insurer will not pay for losses:

- In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.

For any claim in relation to property damage the Insurer will not pay for losses:

- In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.

For any claim in relation to personal identity theft the Insurer will not pay for losses:

- Where You have not been the victim of Identity Theft;
- Where the Insured Incident began to occur within 30 days of You first purchasing this insurance or similar insurance which expired immediately before this insurance began;
- Where the Insured Incident began to occur or had occurred before You purchased this insurance;
- Where the claim is false or fraudulent;
- Where You did not take reasonable precautions against Identity Theft or take action to protect yourself from Identity Theft;
- Where the Identity Theft has been carried out by somebody living with You;
- For Advisers' Costs arising from loss of cash from a bank, building society, credit union or other similar financial institution where that institution has refused to Cover the loss;
- For any losses other than Advisers' Costs incurred by You as a result of Identity Theft.

You must agree to be added to the CIFAS Protection Register if the Service Provider recommends it.

Legal expenses cover Section 1D (Bed and breakfast)

What is covered

- Personal injury
- Consumer pursuit
- Consumer defence

- Property infringement
- Property damage
- Personal identity theft
- Employment disputes
- Tax
- Eviction
- Health and safety legal defence
- Employer defence
- Contract disputes
- Personal and business legal helpline

Personal injury: Advisers' Costs to pursue a Legal Action for financial compensation for damages following an accident resulting in Your personal injury or death against the person or organisation directly responsible.

Consumer pursuit: Advisers' Costs to pursue a Legal Action following a breach of a contract You have for buying or renting goods or services for Your private use. The contract must have been made after You first purchased this insurance.

Consumer defence: Advisers' Costs to defend a Legal Action brought against You following a breach of a contract You have for selling goods (in a private capacity) for the private and personal use of another person. The contract must have been made after You first purchased this insurance.

Property infringement: Advisers' Costs to pursue a Legal Action for nuisance or trespass against the person or organisation infringing Your legal rights in relation to the Insured Property. This Cover Option does not extend to divorce or matrimonial matters. The nuisance or trespass must have started at least 180 days after You first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.

Property damage: Advisers' Costs to pursue a Legal Action for financial compensation for damages against a person or organisation that causes physical damage to the Insured Property. The damage must have been caused after You first purchased this insurance.

Personal identity theft: Advisers' Costs in a Legal Action in respect of Insured Incidents arising from Identity Theft:

- To deal with all organisations that have been fraudulently applied to for credit, goods or services in Your name or which are seeking monies or have sought monies from You as a result of Identity Theft;
- In order to liaise with credit referencing agencies and all other relevant organisation on Your behalf to advise that You have been the victim of Identity Theft;
- To defend Your legal rights and/or take reasonable steps to remove County Court Judgments against You that have been obtained by an organisation that You are alleged to have purchased, hired or leased goods or services from. Cover is only available if You deny having entered in to the contract and allege that You have been the victim of Identity Theft.

Employment disputes: Advisers' Costs to pursue a Legal Action brought before an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) against an employer or ex-employer for breach of Your contract of employment.

Tax: Advisers' Costs incurred by an Accountant if You are subject to an H M Revenue and Customs Full Enquiry into Your personal Income Tax position. This Cover applies only if You have:

- Maintained proper, complete, truthful and up to date records;
- Made all returns at the due time without having to pay any penalty;
- Provided all information that the H M Revenue and Customs reasonably requires.

Eviction of overstaying guests: Advisers' Costs to pursue a Legal Action for possession of the Insured Property, if a guest stays beyond Their agreed period of occupancy.

Health & Safety Legal Defence: Advisers' Costs in a Legal Action to defend Your legal rights arising out of Your business activities as the owner of the Insured Property in a prosecution brought against You under Health & Safety legislation.

Employer Defence: Advisers' Costs to defend a Legal Action brought against You at an employment tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) by a Domestic Employee alleging unfair dismissal.

There will be no Cover unless You have asked for and followed the advice of the legal helpline as to the procedure to use and have received specific authorisation from the helpline:

- Before carrying out any disciplinary procedure or action;
- Before the Domestic Employee is dismissed;
- Before putting a redundancy programme into practice and before making a Domestic Employee redundant;
- On formal or informal notification of a grievance by a Domestic Employee or of a complaint of sexual, racial, religious or disability discrimination or discrimination because of a person's sexuality or age;
- Before making a negative change to the terms and conditions of employment (including the hours or time or place worked or demoting them or reducing a Domestic Employee's pay or salary); and
- After becoming aware of any event or circumstance that could be seen as constructive dismissal including absence from work following a Domestic Employee walking out with or without notice

Contract Disputes: Advisers' Costs arising from any dispute between You and a customer or supplier about a contract for the supply of goods or services entered into after the start of the first period of insurance and where the total amount in dispute, or the amount due to be paid at the time of the dispute, is at least £250, but no more than £5000.

Personal and business legal helpline: Use of the 24 hour advisory service for telephone advice on any private legal problem of concern to You or any member of Your household.

Specialist lawyers are at hand to help You. If You need a lawyer to act for You and Your problem is covered under this insurance, the helpline will ask You to complete and submit a claim form online by visiting www.arclegal.co.uk/informationcentre.

Alternatively They will send a claim form to You. If Your problem is not covered under this insurance, the helpline may be able to offer You assistance under a private funding arrangement.

Simply telephone **0330 660 0660** and quote "HomeProtect"

What is not covered

For any claim in relation to personal injury the Insurer will not pay for losses:

- Arising from medical or clinical treatment, advice, assistance or care
- Arising from stress, psychological or emotional injury
- Arising from illness, personal injury or death which is caused gradually or is not caused by a specific event
- Involving a Vehicle owned or driven by You

For any claim in relation to consumer pursuit the Insurer will not pay for losses:

- Where the amount in dispute is less than £250 plus VAT

- Involving a Vehicle owned by You or which You are legally responsible for
- In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority

For any claim in relation to consumer defence the Insurer will not pay for losses:

- Where the amount in dispute is less than £250 plus VAT
- Involving a Vehicle owned by You or which You are legally responsible for
- In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority

For any claim in relation to property infringement the Insurer will not pay for losses:

- In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority

For any claim in relation to property damage the Insurer will not pay for losses:

- In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority

For any claim in relation to personal identity theft the Insurer will not pay for losses:

- Where You have not been the victim of Identity Theft
- Where the Insured Incident began to occur within 30 days of You first purchasing this insurance or similar insurance which expired immediately before this insurance began
- Where the Insured Incident began to occur or had occurred before You purchased this insurance
- Where the claim is false or fraudulent
- Where You did not take reasonable precautions against Identity Theft or take action to protect yourself from Identity Theft
- Where the Identity Theft has been carried out by somebody living with You
- For Advisers' Costs arising from loss of cash from a bank, building society, credit union or other similar financial institution where that institution has refused to Cover the loss
- For any losses other than Advisers' Costs incurred by You as a result of Identity Theft

You must agree to be added to the CIFAS Protection Register if the Service Provider recommends it

For any claim in relation to employment disputes the Insurer will not pay for losses:

- Where the breach of contract occurred within the first 90 days after You first purchased this insurance or purchased similar insurance which expired immediately before this insurance began
- For a dispute with an employer or ex-employer unless it is pursued in an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man)
- For Advisers' Costs of any disciplinary, investigatory or grievance procedure connected with Your contract of employment or the costs associated with any compromise agreement
- Where the breach of contract is alleged to have commenced or to have continued after termination of Your employment
- For an allegation of less favourable treatment between men and women in terms of pay and conditions of employment
- For any hearing fees and issue fees which You may be required to pay in order to bring a claim at an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man)

For any claim in relation to tax the Insurer will not pay for losses:

- Where deliberate misstatements or omissions have been made to the authorities
- Where the Special Compliance Officer is investigating Your affairs

- For accountancy fees which relate to Your business trade or profession
- In respect of income or gains which have been under-declared because of false representations or statements by You
- For Advisers' Costs for any amendment after the tax return has initially been submitted to the HM Revenue and Customs
- For Advisers' Costs arising after You receive a notice telling You that the enquiry has been completed
- For enquiries into aspects of Your Tax Return (Aspect Enquiries)

For any claim in relation to health & safety legal defence the Insurer will not pay for losses:

- For Advisers' Costs where You are entitled to a grant of legal aid from the Legal Services Commission, or where funding is available from another public body, a trade union, employer or any other insurance Policy
- Following an allegation of intentional violence or dishonesty

For any claim in relation to contract disputes the Insurer will not pay for losses:

- Arising from business activities not connected to the Insured Property
- For any Insured Incidents which occurs within 90 days of the start of the first Period of Insurance
- For the recovery of a debt from a customer where the customer does not dispute that the money is owed to You
- For any dispute You may have as a landlord or a tenant in connection with a lease or licence or tenancy agreement
- For professional negligence
- For the defence of any matter which should be covered under a professional indemnity insurance
- Arising from the sale, lease, service, repair or test of a motor Vehicle
- Arising from a dispute over a financial services product, including payments which may be due under an insurance Policy
- Arising from a dispute with a Domestic Employee or former Domestic Employee arising from a contract of employment
- Arising from any licence or franchise agreements

Additional exclusions Non-Owner Occupied Legal Expenses

There is no cover where:

- The Insured Incident began to start or had started before You bought this insurance
- You should reasonably have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
- A reasonable estimate of Your Advisers' Costs of acting for You is more than the amount in dispute
- You fail to give full information or facts to the Service Provider or to the Adviser on a matter material to Your claim
- Something You do or fail to do prejudices Your position or the position of the Insurer in connection with the Legal Action
- Advisers' Costs or any other costs and expenses incurred which have not been agreed in advance or are above those for which the Service Provider has given Their prior written approval
- Where You have other legal expenses insurance Cover

There is no cover for:

- The Excess
- Advisers' Costs or any other costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party or which are not reasonable or necessary
- The amount of Advisers' Costs in excess of the Service Provider's standard Advisers' Costs where You have decided to use an Adviser of Your own choice
- Advisers' Costs arising from any private prosecution
- Damages, interest, fines or costs awarded against You in a criminal court
- Claims over loss or damage where that loss or damage is covered under another insurance
- Claims made by or against the Insurer, the Adviser or the Service Provider
- Any claim You make which is false or fraudulent
- Defending Legal Actions arising from anything You did deliberately or recklessly
- Appeals without the prior written consent of the Service Provider
- The costs of any legal representative other than those of the Adviser prior to the issue of court proceedings or a Conflict of Interest arising
- Any costs which You incur and wish to recover which You cannot substantiate with documentary evidence
- Advisers' Costs if Your claim is part of a class action or will be affected by or will affect the outcome of other claims
- Claims in respect of works undertaken or to be undertaken by or under the order of any government or public or local authority

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

- Patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements and passing off
- Computer software other than proprietary packaged software that has not been tailored to Your requirements
- Planning law
- Constructing buildings or altering Their structure
- Libel, slander or verbal injury
- A dispute between You and someone You live with or have lived with

- A lease or licence to use Property or land
- A venture for gain by You or Your business partners
- A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled
- An application for a judicial review
- Defending or pursuing new areas of law or test cases
- A dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to You
- Professional negligence in relation to services provided in connection with a matter not covered under this insurance
- Subsidence, landslip, heave, mining or quarrying
- A tax or levy relating to You owning or living in the Insured Property
- A manufacturer's warranty or guarantee

Contracts (Rights of Third Parties) Act 1999

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

Exclusions specific to Section 1D (bed & breakfast) of legal expenses cover:

There is no Cover for any claim directly or indirectly arising from:

- A lease or licence to use Property or land other than under the Eviction of Un-Authorised Guests section

Additional conditions: Non-Owner Occupied Legal Expenses

You must notify claims as soon as reasonably possible once You become aware of the incident and within no more than 180 days of You becoming aware of the incident. There will be no Cover under this Policy if, as a result of a delay in reporting the claim, the Service Provider's position has been prejudiced. For claims relating to Identity Theft, these must be reported within 45 days of You becoming aware of the incident. You can complete and submit Your claim form online by visiting www.arclegal.co.uk/informationcentre. Alternatively, the Service Provider will send You a claim form which must be returned promptly with all relevant information.

The Service Provider may investigate the claim and take over and conduct the Legal Action in Your name. Subject to Your consent which shall not be unreasonably withheld They may reach a settlement of the Legal Action.

You must supply at Your own expense all of the information which the Service Provider reasonably requires to decide whether a claim may be accepted. If court proceedings are issued or a Conflict of Interest arises, and You wish to nominate a legal representative to act for You, You may do so. Where You have elected to use a legal representative of Your own choice You will be responsible for any Advisers' Costs in excess of the Service Provider's Standard Advisers' Costs. The Adviser must:

- Represent You in accordance with Our standard conditions of appointment.
- Confirm in writing that he will enable You to comply with Your obligations under this insurance.
- Agree with Us the rate at which his costs will be calculated. If no agreement is reached the Law Society will be asked to nominate another legal representative and this nomination shall be binding.

The Adviser will:

- Provide a detailed view of Your prospects of success including the prospects of enforcing any judgment obtained.
- Keep the Service Provider fully advised of all developments and provide such information as They may require.
- Keep the Service Provider advised of Advisers' Costs incurred.
- Advise the Service Provider of any offers to settle and payments in to court. If against the Service Provider's advice such offers or payments are not accepted there shall be no further Cover for Advisers' Costs unless the Service Provider agrees in Their absolute discretion to allow the case to proceed.
- Submit bills for assessment or certification by the appropriate body if requested by the Service Provider.
- Attempt recovery of costs from third parties.

In the event of a dispute arising as to Advisers' Costs They may require You to change Adviser.

The Insurer shall only be liable for costs for work expressly authorised by the Service Provider in writing and undertaken while there are reasonable prospects of success.

You shall supply all information requested by the Adviser and the Service Provider.

You are responsible for any Advisers' Costs if You withdraw from the Legal Action without the Service Provider's prior consent. Any costs already paid under this insurance will be reimbursed by You.

You must instruct the Adviser to provide the Service Provider with all information that They ask for and report to them as They direct at Their own cost.

Disputes

Subject to Your right to refer a complaint to the Financial Ombudsman Service (see 'Complaints'), any dispute between You and the Service Provider may, where We both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on Their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

Reasonable Prospects

At any time the Service Provider may form the view that You do not have a reasonable chance of winning the case and achieving a reasonable outcome. If so, They may decline support or any further support. In forming this view They may consider:

- The amount of money at stake.
- Whether a reasonable person without legal expenses insurance would wish to pursue or defend the matter.
- The prospects of being able to enforce a judgment.
- Whether Your interests could be better achieved in another way.

Settling claims: Non-Owner Occupied Legal Expenses

Making a claim

The claims line is open 24 hours a day.

Call **0330 660 0660** quoting HomeProtect.

This number is also noted on Your Schedule.

The following information will be required:

- Your name
- Your address
- Your HomeProtect Policy number
- the type of insured problem You are experiencing

In general terms, You are required to immediately notify the Service Provider of any potential claim or circumstances which may give rise to a claim. If You are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the legal helpline.

Non-Owner Occupied Home Emergency

What is covered

This Policy covers an Emergency that is caused by any of the following:

- Burst pipes
- Underground drains
- Failure of mains service
- Failure of central heating
- Damage to toilet
- Pests
- Security emergency
- Roof tiles
- Lost keys
- Alternative accommodation

Burst pipes: Bursting or sudden leakage of water pipes within the Insured Property or failure of Your domestic hot water heating.

Underground drains: Failure of or damage to underground drains or sewers.

Failure of mains service: Failure of Your mains services for which You are legally responsible.

Failure of central heating: Complete failure of Your central heating system involving a boiler or warm air unit.

Damage to toilet: Damage to, or mechanical failure of, the only accessible toilet or cistern in the Insured Property which results in complete loss of function.

Pests: Removal of wasp nests, field or house mice or brown rats within the Insured Property.

Security emergency: Break-in or vandalism compromising the security of the Insured Property.

Roof tiles: Missing or repositioned roof tiles.

Lost keys: The Service Provider will appoint an approved contractor to assist You if You lose or damage the only available key to the Insured Property or if You are unable to gain access to the Insured Property due to failure or damage to the external locking mechanism.

Alternative accommodation: Where the Insured Property is rendered not fit to live in as a result of an Emergency covered by this Policy, if You ask them then the Service Provider will arrange and pay up to a total of £250 for reasonable overnight accommodation only costs, incurred by You.

Note: the £250 for overnight accommodation is in addition to the £300 maximum for any claim including VAT, call-out charges, labour, parts and materials.

What is not covered

For any claim for burst pipes, the Insurer will not pay for any claim or loss relating to:

- Dripping taps
- Burst or leaking flexible hoses or leaking washing appliances which are fitted with a stop tap
- Slow seepage from joints or gaskets which does not involve a sudden escape of water
- Leaking overflows
- The results of hard water scaling deposits
- Breakage of any basin, bath, bidet or shower base

For any claim for underground drains, the Insurer will not pay for any claim or loss relating to:

- Blockage of soil or waste pipes from sinks, basins, bidets, baths or showers

- The results of hard water scaling deposits

For any claim for failure of mains service, the Insurer will not pay for any claim or loss relating to:

- Malfunctioning or blockage of cesspits or septic tanks and their associated pipe work
- Loss or damage arising from the utility company interrupting or deliberately disconnecting the mains services or any equipment they are responsible for

For any claim for failure of central heating, the Insurer will not pay for any claim or loss relating to:

- Replacement of any boiler or warm air unit if repair or reinstatement is not possible due to the non-availability of parts
- Any costs for work recommended as being undertaken following a service of Your boiler or warm air unit
- Any intermittent or recurring fault
- Any water pressure adjustments or failure caused through hard water scale or sludge
- Gas leaks from any pipes or appliances
- Any re-lighting of the pilot light caused by failure to follow the manufacturer's re-lighting instructions
- Any boiler or system noise
- Any radiator valves
- Any airlocks in the central heating piping
- Any costs relating to the repair or replacement of the central heating pump or wall or room thermostat
- The results of hard water scaling deposits
- A boiler or warm air unit which is more than 10 years old and has an output more than 60 kw per hour capacity

For any claim for damage to toilet, the Insurer will not pay for any claim or loss relating to:

- Any damage to, or mechanical failure of toilet or cistern where there is another working toilet within the Insured Property
- Breakdown of, loss of or damage to Saniflow toilets
- Cost of replacement ceramics or parts

For any claim for pests, the Insurer will not pay for any claim or loss relating to:

- Any infestations or pests in gardens, or outbuildings
- Any damage caused by the pests or infestations or by Their removal

For any claim for security emergency, the Insurer will not pay for any claim or loss relating to:

- Breakage of internal glass or doors
- Any loss not reported to the Police

For any claim for roof tiles, the Insurer will not pay for any claim or loss relating to:

- Flat or Tarpaulin Roofs
- Blocked or misaligned guttering

For any claim for lost keys, the Insurer will not pay for any claim or loss relating to:

- Any theft of keys, vandalism or malicious damage not reported to the Police

Additional exclusions applicable to Non-Owner Occupied Home Emergency

You are not covered for:

- Any loss or damage arising from faults, damage or infestation that You were aware of at the time You entered into this contract.
- Any loss or damage arising from an Emergency that occurs within 28 days of the first inception of this insurance.
- Any costs incurred when You have not notified the Service Provider and received Their prior agreement.
- Any loss or damage relating to repairs more specifically covered as part of any other insurance Policy, guarantee or maintenance agreement.
- Damage incurred in gaining necessary access or the cost of effecting Permanent Repairs once the Emergency has been resolved, including any redecoration or making good the fabric of the Insured Property.
- Any defect, damage or failure caused by malicious or wilful act, negligence, misuse, third party interference or faulty workmanship, including any attempted repair or modification which does not meet recognised industry standards.
- Any claim when the Insured Property has been left Unoccupied for longer than specified on Your Schedule.
- Any claims relating to CCTV, fire, security or surveillance systems or to swimming pools, ponds or fountains.
- Any loss or damage arising as a consequence of:
 - War, invasion, act of foreign enemies, terrorism, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power; riot or civil commotion.
 - Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component thereof or contamination or poisoning due to the effects of chemical or biological and/or radioactive substances.
 - Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- Any loss, injury, damage or legal liability arising directly or indirectly from:
 - The failure of any Computer or other electrical component to recognise correctly any date and its true calendar date.
 - Computer viruses.
- Any direct or indirect loss arising from the provision of, or delay in, providing the services to which this insurance relates, unless negligence on the Service Provider's part can be demonstrated. An example of this would be loss of wages as a result of an Emergency.
- Costs associated with any other Property, home contents or communal/shared areas of the Insured Property.
- Any loss, injury or damage arising as a result of equipment not having been installed, serviced or maintained in accordance with statutory regulations or manufacturer's instructions.
- Subsequent claims arising from the same cause or event, when You have not taken or paid for the action recommended by the Service Provider's approved contractor to ensure that the original fault has received a Permanent Repair.

- Any claim where no fault is found.
- Failure of any services where the problem is situated outside the boundary of the plot of land on which the Insured Property is situated or beyond the part of the sole or shared supply system or piping for which You are legally responsible.

Additional conditions: Non-Owner Occupied Home Emergency

The Service Provider will arrange for an approved contractor to assess the situation and carry out Emergency repairs to the Insured Property to stabilise the situation and remove the Emergency or restore the normal operation of the boiler or warm air unit.

Where the cost of a Permanent Repair is similar to the cost of an Emergency repair the Service Provider may, at Their sole discretion, authorise Their approved contractor to undertake a Permanent Repair to the Insured Property.

The Service Provider will pay up to a maximum of £300 for any claim including VAT, call-out charges, labour, parts and materials.

In addition, where the Insured Property is rendered not fit to live in as a result of an Emergency covered by this Policy, if You ask them, then the Service Provider will arrange and pay up to a total of £250 for reasonable overnight accommodation-only costs, incurred by You.

Whilst They will make every effort to make sure that They supply You with the full range of services in all emergencies covered by this Policy, remote geographical locations or unforeseeable adverse local conditions may prevent them from providing the normal standard of service.

The Service Provider cannot be responsible for any inconvenience, loss or damage caused by a delay in the manufacturers, or Their suppliers or agents, supplying spare parts.

The maximum amount that the Service Provider will pay during any Period of Insurance is £1500 including VAT.

Authorisation

This cover is provided by Intana, specialist home emergency providers, and is underwritten by Great Lakes Insurance SE, UK Branch on whose behalf they act.

- Collinson Insurance Services Limited is authorised and regulated by the Financial Conduct Authority.
- Intana is a trading style of Collinson Insurance Services Ltd and is registered as a company in England and Wales (company number 00758979).
- Great Lakes Insurance SE is a German insurance company with its headquarters at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of our regulation by the Financial Conduct Authority and Prudential Regulation Authority are available from us on request.

Data Protection

We need to process your personal data for policy and claims administration purposes and to meet our statutory obligations. For more information about this, please look at:

<https://homeprotect.co.uk/images/privacy/CollinsonPrivacyPolicy.pdf>

You must answer all questions about this Policy honestly and fully at all times. You must also tell Us or the Service Provider straight away if anything that You have already told us, or them, changes. If You do not do this, Your Policy may be cancelled and any claim You make may not be paid.

You must take all reasonable steps to protect the Insured Property and prevent loss and damage and to maintain the Insured Property in sound condition and good repair.

All boilers and other equipment should be serviced annually or in accordance with manufacturer's guidelines and You should keep all service documentation in case it is needed when You make a claim

If a claim is fraudulent in any respect all benefit under this Policy will be forfeited

The Insurer will insure You under this Policy only if You keep to the terms and conditions of this Policy

The Service Provider may take proceedings at Their expense and for Their own benefit, but in Your name, to recover compensation from any third party in respect of anything covered by this Policy. This is to enable the Service Provider to recover any costs They have incurred from any third party who may have liability for the costs.

When You become aware of a possible claim under this Policy, You must notify the Service Provider immediately. If for any reason They allow You to use Your own appointed contractor, You should obtain an estimate for the work and contact them for authorisation to continue with the repair. You must then at Your own expense supply them with a written statement and other supporting documentation that They may require to substantiate Your claim as soon as is reasonably possible

If there is any dispute about the Policy interpretation or if the Service Provider has accepted a claim but there is a disagreement over the amount They will pay You have the option of resolving this dispute by using the arbitration procedure the Service Provider has arranged. Please see the details shown under the Complaints section below. Using this service will not affect Your legal rights

You must promptly pay the Service Provider or the approved contractor for all work authorised by You which is not covered under this insurance Policy

If any loss, damage or expense covered under this Policy is also covered by any other insurance or maintenance contract, You must provide the Service Provider with full details of the other contract. They will not pay more than Their fair share (rateable proportion) of any claim.

You must be in attendance when the Approved Contractor arrives at the Insured Property.

Complaints

It is the Service Provider's intention to give You a first class service at all times but if You do have any questions or concerns about this home Emergency Policy or the handling of a claim You should contact:

Complaints Department
Intana, Sussex House
Perrymount Road,
Haywards Heath
West Sussex
RH16 1DN
01444 442 010

complaints@intana-assist.com

Please ensure Your Policy number is quoted in all correspondence to assist a quick and efficient response.

The Service Provider will aim to provide You with a full response within four weeks of the date They receive Your complaint and Their response will be Their final decision based on the evidence presented. If for any reason there is a delay in completing Their investigations, the Service Provider will explain why and tell You when They hope to reach a decision.

In any event, should You remain dissatisfied or fail to receive a final answer within eight weeks of the Service Provider receiving Your complaint, You may have the right to refer Your complaint to an independent authority for consideration. That authority is the Financial Ombudsman Service (FOS) at: Exchange Tower, Harbour Exchange Square, London E14 9SR. Telephone: 0800 0234 567 or 0300 1239 123.

Please note that if You wish to refer this matter to the FOS You must do so within 6 months of the Service Provider's final decision. You must have completed the above Procedure before the FOS will consider Your case.

The above complaints procedure is in addition to Your statutory rights. For further information about Your statutory rights contact Your local authority Trading Standards Service or Citizens Advice Bureau.

Settling claims: Non-Owner Occupied Home Emergency

Making a claim

The claims line is open 24 hours a day.

Call **0330 660 0660** quoting HomeProtect.

This number is also noted on Your Schedule.

The following information will be required:

- Your name
- Your address
- Your HomeProtect Policy number
- the nature of the home emergency

The Service Provider will tell You what to do next. The telephone line is available 24 hours a day. Before requesting assistance please check that the circumstances are covered by this Cover Option.

It is important that You contact the Service Provider's assistance operation centre as soon as possible after the home Emergency.

The Police must also be advised immediately of any loss or damage arising from theft, attempted theft, vandalism or malicious act.

Major emergencies which may result in serious damage or danger to You or anyone else should immediately be reported to the Public Supply Authority, or in the case of difficulty, to the Public Emergency Services.

SUSPECTED GAS LEAKS MUST ALWAYS BE REPORTED TO THE NATIONAL GAS EMERGENCY SERVICE ON 0800 111 999

Key Protection cover

What is covered

If during the Period of Insurance and within the Territorial Limits an Insured Key is lost, damaged or stolen, the Provider will Pay up to £1,500 in respect of:

- Locksmith charges
- Car hire costs
- Onward transportation
- New locks (if a security risk has arisen)
- Re-programming of immobilisers, infra-red handsets and alarms
- £10 reward payable to the finder of lost keys
- Replacement keys
- Emergency helpline

Replacement keys: Including any immobiliser, infra-red handset and/or alarm which is integral to any Insured Key if such cannot be repaired or re-programmed.

Car hire costs: Up to a maximum of £40 per day for a period of up to 3 days if Your vehicle is unusable as a result of lost or stolen Insured Keys.

Onward transportation: The cost of reasonably incurred onward transportation if You are stranded due to the loss or theft of Your Insured Keys up to a maximum of £100 per day for a maximum of 3 days.

What is not covered

The Insurer will not pay for:

- Keys lost, stolen or damaged when such keys are not attached to the Fob (unless You have already notified the Provider that the Fob has been lost or damaged and You are awaiting a replacement, in which event the Provider will consider a claim in respect of any key which they are satisfied would otherwise have been attached to the Fob).
- Any amount exceeding £1,500 in aggregate in the same Period of Insurance
- Sums claimed where You do not produce receipts or invoices for payments You have made
- Insured Keys which are lost until 3 days have elapsed since the loss (unless the Provider is satisfied that a delay would cause undue hardship or significant expense)
- Insured Keys lost or broken by, or stolen from, someone other than You
- Insured Keys if there are duplicate keys available to You immediately or reasonably quickly
- Any Insured Event not reported to the Provider within 30 days of the loss, theft or damage
- Locks which are damaged prior to the loss or theft of keys
- Replacement locks or keys of a higher standard or specification than those replaced
- Sums exceeding £50 per incident in respect of any Insured Key locked inside property or broken in lock or ignition
- Vehicle hire charges where a hire vehicle exceeds 1600cc
- The balance of vehicle hire charges over a maximum sum of £40 a day
- Vehicle hire charges after the third day of hire
- Charges or costs incurred where the Provider arranges for the attendance of a locksmith or other tradesman, agent or representative at a particular location and You fail to attend
- Charges or costs incurred where You make alternative arrangements with a third party once the Provider has arranged for a locksmith or other tradesman, agent or representative to attend a particular location
- The balance of transport costs over a maximum sum of £100 per day

- Loss or destruction of, or damage to, any property other than an Insured Key and its associated lock or ignition system, and any immobiliser, infra-red handset and/or alarm attached to the Fob
- Any loss of earnings or profits which You suffer as a result of the loss or theft of, or damage to an Insured Key
- Claims arising from any deliberate or criminal act or omission by You
- Loss or theft of, or damage to an Insured Key which occurs outside the Period of Insurance
- Claims arising as a result of Your failure to take all reasonable steps to safeguard an Insured Key
- Any claims made without valid receipts or tickets and prior authorisation by us

Additional exclusions: Key Protection cover

Fraudulent Claims/Fraud:

You must not act in a fraudulent way. If You or anyone acting for You:

- Fails to reveal or hides a fact likely to influence whether We accept your proposal, Your renewal, or any adjustment to Your policy;
- Fails to reveal or hides a fact likely to influence the cover We provide;
- Makes a statement to Us or anyone acting on Our behalf, knowing the statement to be false;
- Sends Us or anyone acting on Our behalf a document, knowing the document to be forged or false;
- Makes a claim under the Policy, knowing the claim to be false or fraudulent in any way; or
- Makes a claim for any loss or damage You caused deliberately or with Your knowledge.

If Your claim is in any way dishonest or exaggerated, We will not pay any benefit under this Policy or return any premium to You and we may cancel Your Policy immediately and backdate the cancellation to the date of the fraudulent claim. We may also take legal action against You and inform the appropriate authorities.

The Insurer will not pay any claim directly or indirectly caused by or contributed to or arising from any direct or indirect consequence of:

- Irradiation, or contamination by nuclear material or the radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter
- Or any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

You are not covered for:

- Any claim where the Date of Occurrence is before the inception date of this Policy.
- Any direct or indirect consequence of war, civil war, terrorism, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority;
- Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.
- For the purposes of this policy, Electronic Data shall mean facts, concepts and information stored to form useable for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and manipulation of data, or the direction and manipulation of such hardware.
- For the purposes of this policy, Computer Virus shall mean a set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves"

Additional conditions: Key Protection cover

This insurance is arranged by Motorplus t/a Coplus and is underwritten by Astrenska Insurance Limited, whose registered office is at Cutlers Exchange, 123 Houndsditch, London, EC3A 7BU. This insurance is effected in England and is subject to the Laws of England and Wales.

Astrenska Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Financial Services Register number 202846. These details can be checked on the Financial Services Register by visiting: www.fca.org.uk or by contacting the Financial Conduct Authority on 0800 111 6768.

Motorplus Limited t/a Coplus is authorised and regulated by the Financial Conduct Authority

Arbitration Clause:

If there is a dispute between You and Us, or You and the Insurer, which arises from this insurance, You can make a complaint to Us in accordance with the complaints process which can be found on page 10. If We, or the Insurer, are not able to resolve the matter satisfactorily and the matter can be dealt with by the Financial Ombudsman Service, You can ask them to arbitrate in the matter. If the matter cannot be dealt with by the Financial Ombudsman Service, it can be referred to arbitration by a single arbitrator who will be agreed by both You and Us. The arbitration shall be in accordance with the Arbitration Act 1996 and will be binding on both parties. The costs of the arbitration shall be at the discretion of the arbitrator. If We are not able to agree on the appointment of an arbitrator, we shall ask the President of the Chartered Institute of Arbitrators to decide. Their decision will be final and binding on both parties.

Statutory Regulations:

In all matters relating to the performance of this insurance contract, it is the responsibility of both You and Us that We both comply with all Acts of Parliament and with all orders, regulations and bylaws made with statutory authority by Government Departments or by local or other authorities. The cost of meeting the requirements of this clause will be payable by You and Us in our own rights respectively.

Severability Clause:

If any term of this contract of insurance is to any extent invalid, illegal or incapable of being enforced, such term will be excluded to the extent of such invalidity, illegality or unenforceability, all other terms will remain in full force and effect.

Acts of Parliament:

All references to Acts of Parliament in this policy shall include the equivalent laws in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and shall include any subsequent amendments, re-enactments or regulations.

Compliance and Precautions:

You must comply with each and every term of this Policy and must take all reasonable precautions to minimise the cost of any claim.

Cancellation:

The Policyholder may cancel this Policy at any time. If the Policyholder cancels within 14 days of either the inception or renewal date or the date they receive the contractual terms and

conditions then the Provider will return any premium already paid (providing that no claims have been made). If the Policyholder cancels outside this period they will not be entitled to any refund of premium. The Insurer/Provider may cancel the insurance by giving the Policyholder 30 days notice in writing sent to the Policyholder's last known address.

Alteration:

The Provider or the Policyholder shall notify the Insurer as soon as reasonably possible of any alteration in risk which materially affects this Policy.

Communications:

All communications from the Insurer or Their representatives shall be deemed duly sent if sent by the Provider or their representatives to the last known address of the Policyholder, or the address of their representative if relevant. All communications by the Policyholder to the insurer or their representatives shall be deemed duly sent if sent to the Provider.

Presentation of Claims by the Insured:

The Policyholder must notify the Provider as soon as reasonably possible of any Insured Event which may give rise to a claim, complete any forms requested by the Provider and promptly supply such information as the provider or their agents require.

Assignment:

This Policy may not be assigned in whole or in part without the written consent of the Provider.

Governing Law:

The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to the Laws of England and Wales.

Settling claims: Key Protection Cover

Making a claim

The claims line is open 24 hours a day.

Call 0330 660 3614 quoting HomeProtect.

No excess is payable.

This number is also noted on Your Schedule.

There is no limit to the number of separate claims which You may make within the Period of Insurance subject to the fact that the total aggregate sum which the Provider will pay in each Period of Insurance is £1500

The following information will be required:

- Your name
- Your address
- Your Fob number

You must report any claim to the Provider within 30 days of the Insured Event.

This Policy may not be assigned in whole or in part without the written consent of the Provider.

Useful Contacts

Top tip: store the HomeProtect Claims numbers and Your HomeProtect Policy number in Your phone so it's always to hand in an emergency.

Non-Owner Occupied Legal Expenses Claims

0330 660 3652



Open 24 hours per day



customerservice@arclegal.co.uk

Non-Owner Occupied Home Emergency Claims

0330 660 3630



Open 24 hours per day



Quality@Intana-Assist.com

Key Protection Cover Claims

0330 660 3614



Open 24 hours per day



Keyclaims@coplus.co.uk

HomeProtect Customer Service

0330 660 1000



Open 9am to 8pm Monday to Friday, 9am to 1pm Saturday. Closed Sunday and bank holidays.



service@homeprotect.co.uk

HomeProtect Claims

0330 660 0660



Open 24 hours per day

Financial Ombudsman Service

0300 1239 123



Open 8am to 8pm Monday to Friday, 9am to 1pm Saturday. Closed Sunday.



Complaint.info@financial-ombudsman.org.uk

Calls are recorded and monitored

We're HomeProtect. A brand or "trading name" of Avantia Insurance Limited (Company Reg. 4567760). We're based at: C I Tower, St George's Square, New Malden, KT3 4HG

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