

# Those all- important extras

**... for owners of UK holiday homes, bed & breakfasts,  
unoccupied property and weekend or weekday homes**



# Welcome

This booklet is relevant to you if you have insured:

- An unoccupied residential property
- A bed & breakfast (which you own and occupy)
- A holiday home (for either family use, or short-term let)
- A weekend or weekday home (which is otherwise unoccupied)

It contains everything you need to know about our additional cover options – legal expenses, home emergency and key protection.

If you have selected any of these cover options then please read this booklet carefully to ensure that the cover we provide is exactly what you need.

Certain words, as detailed on pages 6 to 11, have specific meanings in relation to our additional cover options. To help you identify these we have printed them in **bold** 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 those sections covered including the general conditions and exclusions,
- you understand the notes on how to make a claim shown throughout the policy document

I trust that you will find that our additional cover options give you the level of protection you need for your property. If you have any queries about these options, do not understand any part of them or feel that they do not meet your requirements, please contact us.

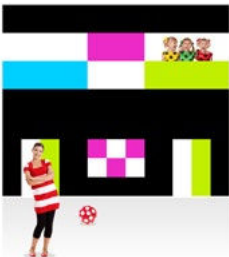
I hope you will continue to be a HomeProtect customer and enjoy the protection of our additional cover options for many years to come.



**Mark Eastham**  
Chief Executive Officer, HomeProtect

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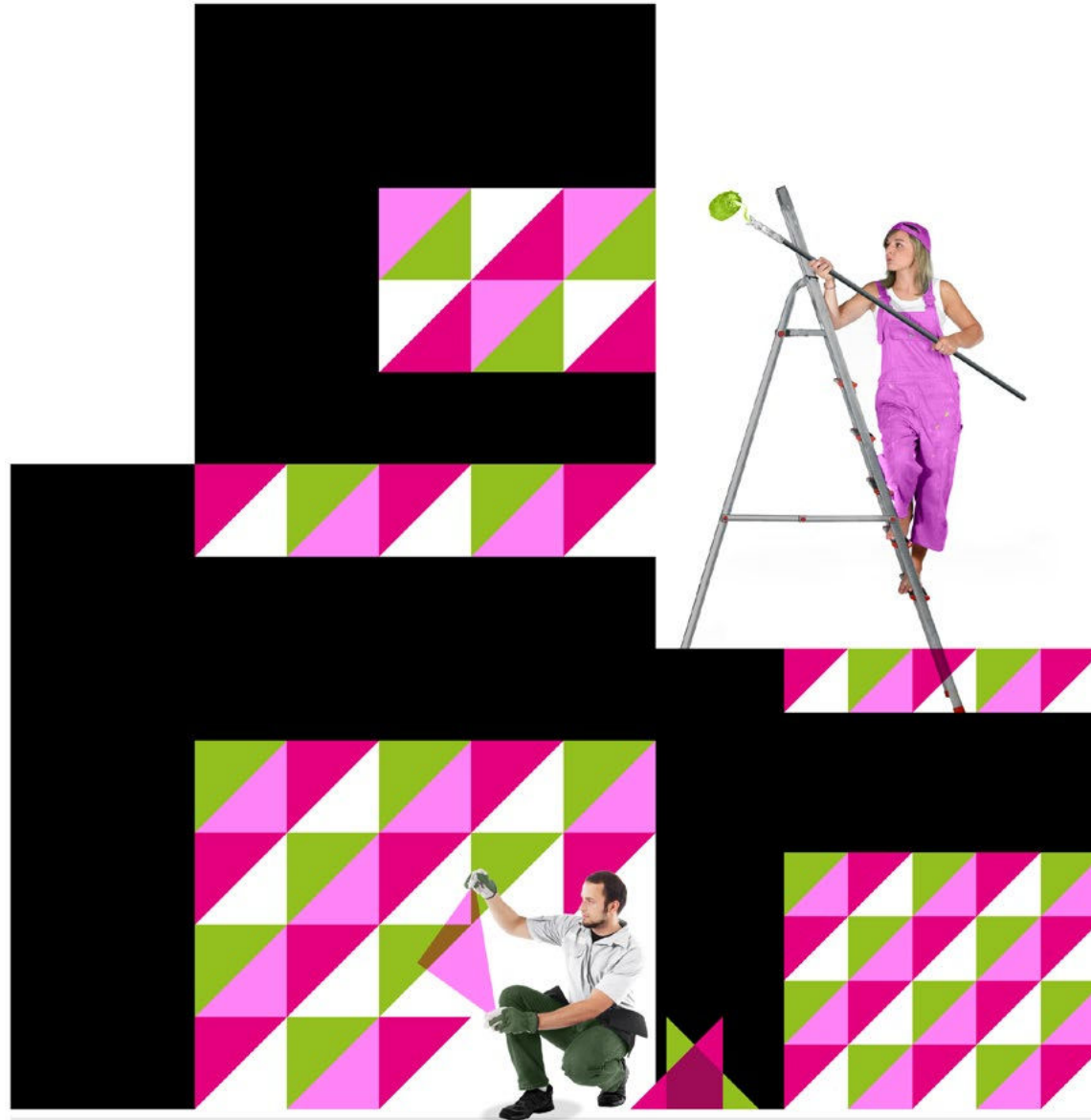
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To help you understand everything you need to know about the protection our additional cover options provide, you'll see these headings appear on many of the following pages:

| WHAT IS COVERED   | WHAT IS NOT COVERED  |
|---|--|
| These sections give detailed information on the insurance provided and you need to read it with 'What is not covered' at all times. | These sections will make it clear what's not included in the scope of your policy. Further restrictions and exclusions are detailed elsewhere, in sections starting 'General conditions applicable' and 'General exclusions applicable'. |

# Policy Document



# Policy Document

## Important Information

**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:-

1. The date **you** receive **your policy** documentation; or
2. 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

1. **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.
2. 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".
3. 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.
4. 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**.

5. 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.
6. 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

# Policy Document

## Important Information

### Complaints (cont.)

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 (Beaufort House, 15 St Botolph St, London EC3A 7QU) and on their website: [www.fscs.org.uk](http://www.fscs.org.uk)

### 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

# Policy Document

## Important Information

### 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](http://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.

### Introduction

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

# Policy Document

## Definitions applicable to the whole of this policy

Wherever the following words appear in this policy they will have the meanings shown below:

|                       |  |
|-----------------------|--|
| Cover                 | The benefits available to <b>you</b> under each <b>cover option</b>  |
| Cover option          | An optional section of <b>cover</b> available under a HomeProtect <b>policy</b>  |
| Endorsement/clause(s) | A change in the terms and conditions of this <b>policy</b>   |
| Heave                 | The upward movement of the ground supporting the building  |
| Insurer(s)            | For legal expenses cover the insurer is AmTrust Europe Limited<br><br>For home emergency cover the insurer is Great Lakes Insurance SE<br><br>For key protection cover the insurer is UK General Insurance Limited* on behalf Great Lakes Insurance SE<br><br>* UK General Insurance Limited are an insurer(s)' agent and in the matters of a claim act on behalf of the insurer   |
| Insured property      | <b>Legal expenses:</b><br>The property insured under the underlying HomeProtect <b>policy</b> , to which this insurance attaches.<br><br><b>Home emergency:</b><br>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 <b>schedule</b> and for which <b>you</b> have paid and <b>we</b> have accepted a premium.<br><br>Please note: If <b>you</b> purchase <b>cover</b> after the start date of <b>your</b> buildings and/or contents <b>policy</b> , the <b>first period of insurance</b> will start at the date of purchase of the additional <b>cover option</b> and it will end when the buildings and/or contents <b>policy</b> ends, as shown on <b>your schedule</b> .   |
| Policy                | The written contract between <b>you</b> and the <b>insurer</b> , which comprises this booklet, the <b>statement of fact</b> , the <b>schedule</b> and any <b>endorsements/clauses</b> , which should be read together. The <b>policy</b> is based on <b>your</b> answers to <b>our</b> questions when <b>you</b> applied for this insurance  |
| Schedule              | The <b>schedule</b> is part of this <b>policy</b> and contains details of what <b>you</b> have chosen, and the <b>insurer(s)</b> , have agreed, to insure  |

# Policy Document

## Definitions applicable to the whole of this policy

|                      |  |
|----------------------|--|
| Statement of fact    | A record of the information <b>you</b> provided <b>us</b> when originally applying for this insurance and subsequently, and which will have been provided to <b>you</b> by <b>us</b> as evidence of the basis on which <b>your</b> application has been accepted and this <b>policy</b> issued   |
| Subsidence           | Downward movement of the ground beneath the buildings  |
| United Kingdom       | The <b>United Kingdom</b> 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 <b>you</b> or <b>your</b> family, or any other person with <b>your</b> permission   |
| We / us / our        | Avantia Insurance Limited, trading as HomeProtect  |
| You / your / insured | <p><b>Legal expenses:</b><br/>Any person who has paid the premium, or on whose behalf the premium has been paid.</p> <p>Additional definitions per legal expenses section:</p> <p><b>Section 1A (Holiday homes legal expenses)</b><br/>If <b>you</b> die <b>your</b> personal representatives will be covered to pursue or defend cases covered by this insurance on <b>your</b> behalf that arose prior to <b>your</b> death.</p> <p><b>Section 1B (Weekday and weekend home legal expenses)</b><br/><b>You</b> must be regularly resident at the <b>insured property</b> covered under the household insurance to which this <b>cover</b> attaches. <b>Cover</b> also applies to <b>your</b> family members normally resident with <b>you</b>. If <b>you</b> die <b>your</b> personal representatives will be covered to pursue or defend cases covered by this insurance on <b>your</b> behalf that arose prior to <b>your</b> death.</p> <p><b>Section 1C (Unoccupied property legal expenses)</b><br/><b>Cover</b> also applies to <b>your</b> family members normally resident with <b>you</b>. If <b>you</b> die <b>your</b> personal representatives will be covered to pursue or defend cases covered by this insurance on <b>your</b> behalf.</p> <p><b>Section 1D (Bed &amp; Breakfast legal expenses)</b><br/><b>You</b> must be permanently resident at the <b>insured property</b> covered under the household insurance to which this <b>cover</b> attaches. <b>Cover</b> also applies to <b>your</b> family members normally resident with <b>you</b>. If <b>you</b> die <b>your</b> personal representatives will be covered to pursue or defend cases covered by this insurance on <b>your</b> behalf that arose prior to <b>your</b> death.</p> <p><b>Home emergency:</b><br/>The person named on the <b>policy schedule</b>.</p> <p><b>Key protection:</b><br/>The <b>policyholder</b> and any immediate member of their family residing at the same address as the <b>policyholder</b> during the <b>period of insurance</b>.</p> |



# Policy Document

## Definitions applicable to legal expenses cover

These definitions form part of the main **policy** definitions but are specific to legal expenses cover.

Wherever the following words appear for this cover option they will have the meanings shown below:

|                      |   |
|----------------------|---|
| Adviser              | The <b>service provider's</b> specialist panel solicitors or <b>their</b> agents appointed by the <b>service provider</b> to act for <b>you</b> , or, and subject to the <b>insurer's</b> agreement, where court proceedings have been started or a <b>conflict of interest</b> arises, another legal representative nominated by <b>you</b> .  |
| Advisers' costs      | Reasonable legal or accountancy fees and disbursements incurred by the <b>adviser</b> or other legal representative with the <b>insurer's</b> prior written authority. Legal expenses shall be assessed on the standard basis and third party's costs shall be covered if awarded against <b>you</b> and paid on the standard basis of assessment.  |
| Computer             | Any <b>computer</b> 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 <b>conflict of interest</b> if <b>your advisers'</b> duty to act in <b>your</b> best interests in relation to <b>your</b> claim conflicts with, or there is a significant risk that it may conflict with, any duty <b>your adviser</b> owes, or obligation it has, to any other party.   |
| Domestic employee    | A person who is employed to carry out domestic duties in <b>your</b> household  |
| Excess               | The amount that <b>you</b> must pay towards the cost of any claim as stated below:-<br><br><a href="#">Section 1A (Holiday homes legal expenses)</a> <ul style="list-style-type: none"><li>• Property infringement: £250</li><li>• All other sections: Nil</li></ul><br><a href="#">Section 1B (Weekday and weekend home legal expenses)</a> <ul style="list-style-type: none"><li>• All sections: Nil</li></ul><br><a href="#">Section 1C (unoccupied property legal expenses)</a> <ul style="list-style-type: none"><li>• Property infringement: £250</li><li>• All other sections: Nil</li></ul><br><a href="#">Section 1D (Bed &amp; Breakfast legal expenses)</a> <ul style="list-style-type: none"><li>• Property infringement: £250</li><li>• Contract Disputes: £250</li><li>• Employment Defence: £250</li></ul> |

# Policy Document

## Definitions applicable to legal expenses cover

|   |   |
|---|---|
| <b>H M Revenue and Customs Full Enquiry</b> | An extensive examination by HM Revenue & Customs under Section 9A of the Taxes Management Act 1970 into all aspects of <b>your</b> PAYE income or gains.  |
| <b>Identity theft</b>                       | A person or group of persons knowingly using a means of identification belonging to <b>you</b> without <b>your</b> knowledge or permission with intent to commit or assist another to commit an illegal act.  |
| <b>Insured incident</b>                     | <p>The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one <b>insured incident</b> shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time.</p> <p>Additional definitions per section:</p> <p><a href="#">Section 1A (Holiday homes legal expenses)</a><br/>In a claim arising from <b>identity theft</b> the <b>insured incident</b> is a single act or the start of a series of single acts against <b>you</b> by one person or group of people.</p> <p><a href="#">Section 1C (unoccupied property legal expenses)</a><br/>In a claim arising from <b>identity theft</b> the <b>insured incident</b> is a single act or the start of a series of single acts against <b>you</b> by one person or group of people.</p> <p><a href="#">Section 1D (Bed &amp; Breakfast legal expenses)</a></p> <ul style="list-style-type: none"><li>• In a claim arising from <b>identity theft</b> the <b>insured incident</b> is a single act or the start of a series of single acts against <b>you</b> by one person or group of people; or</li><li>• In a claim arising from an <b>H M Revenue and Customs Full Enquiry</b>, the <b>insured incident</b> shall be deemed to be the date H M Revenue and Customs issue a formal notice to <b>you</b> notifying of a full enquiry into <b>your</b> non-business affairs.</li></ul> |
| <b>Legal action(s)</b>                      | The pursuit or defence of civil legal cases for damages or injunctions  |
| <b>Limit of indemnity</b>                   | The maximum payable in respect of an <b>insured incident</b> is stated below:<br>All sections: £50,000  |
| <b>Standard advisers' costs</b>             | The level of <b>advisers' costs</b> that would normally be incurred in using a nominated <b>adviser</b> , chosen by the <b>service provider</b> .   |
| <b>Territorial limits</b>                   | The <b>United Kingdom</b>   |
| <b>Service provider / they / their</b>      | Arc Legal Assistance Limited who have arranged this insurance and administer it on behalf of the <b>insurer</b> .   |
| <b>Vehicle</b>                              | Any motor vehicle or motorcycle owned by <b>you</b> .   |

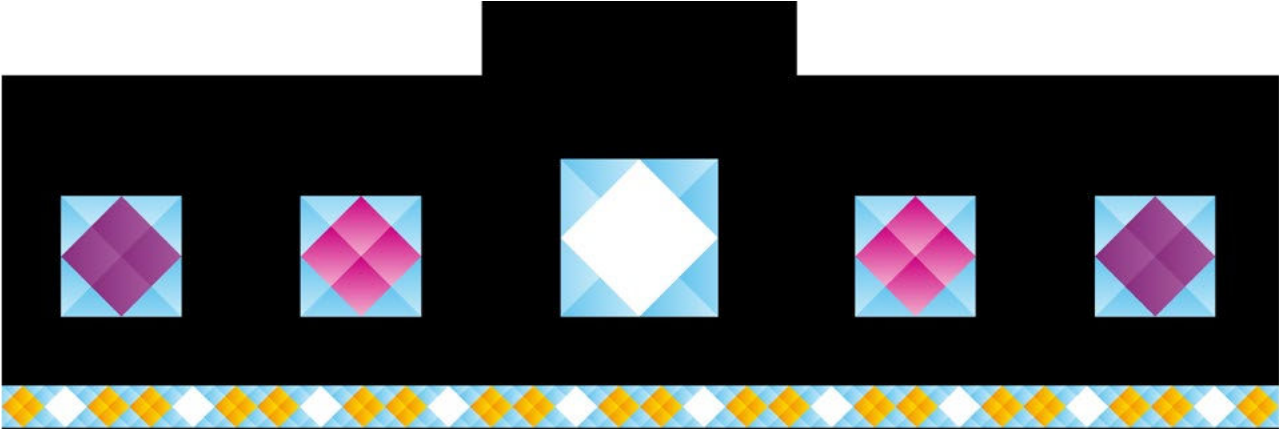
# Policy Document

## Definitions applicable to home emergency cover

These definitions form part of the main **policy** definitions but are specific to home emergency cover.

Wherever the following words appear for this **cover option** they will have the meanings shown below:

|                                 |   |
|---------------------------------|---|
| Approved contractor             | A tradesman approved and authorised by the <b>service provider</b> in advance to carry out repairs  |
| Emergency                       | A sudden and unexpected event at the <b>insured property</b> which if not dealt with immediately will: <ul style="list-style-type: none"><li>- expose <b>you</b> or a third party to a risk to their health or</li><li>- make the <b>insured property</b> unsafe or insecure or</li><li>- will cause damage or further damage to the <b>insured property</b> and its contents or</li><li>- will leave the <b>insured property</b> without <b>mains services</b></li></ul> |
| Emergency repair                | A temporary repair carried out by an approved contractor which is necessary to resolve the immediate <b>emergency</b> but which will need to be replaced by a <b>permanent repair</b>   |
| Geographical limits             | The <b>United Kingdom</b>   |
| Mains services                  | Mains drainage to the boundaries of the <b>insured property</b> , water, electricity and gas within the <b>insured property</b> and the main <b>source</b> 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 <b>insured property</b> by the <b>emergency</b>  |
| Service provider / they / their | Intana, a trading style of Collinson Insurance Services Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN.   |



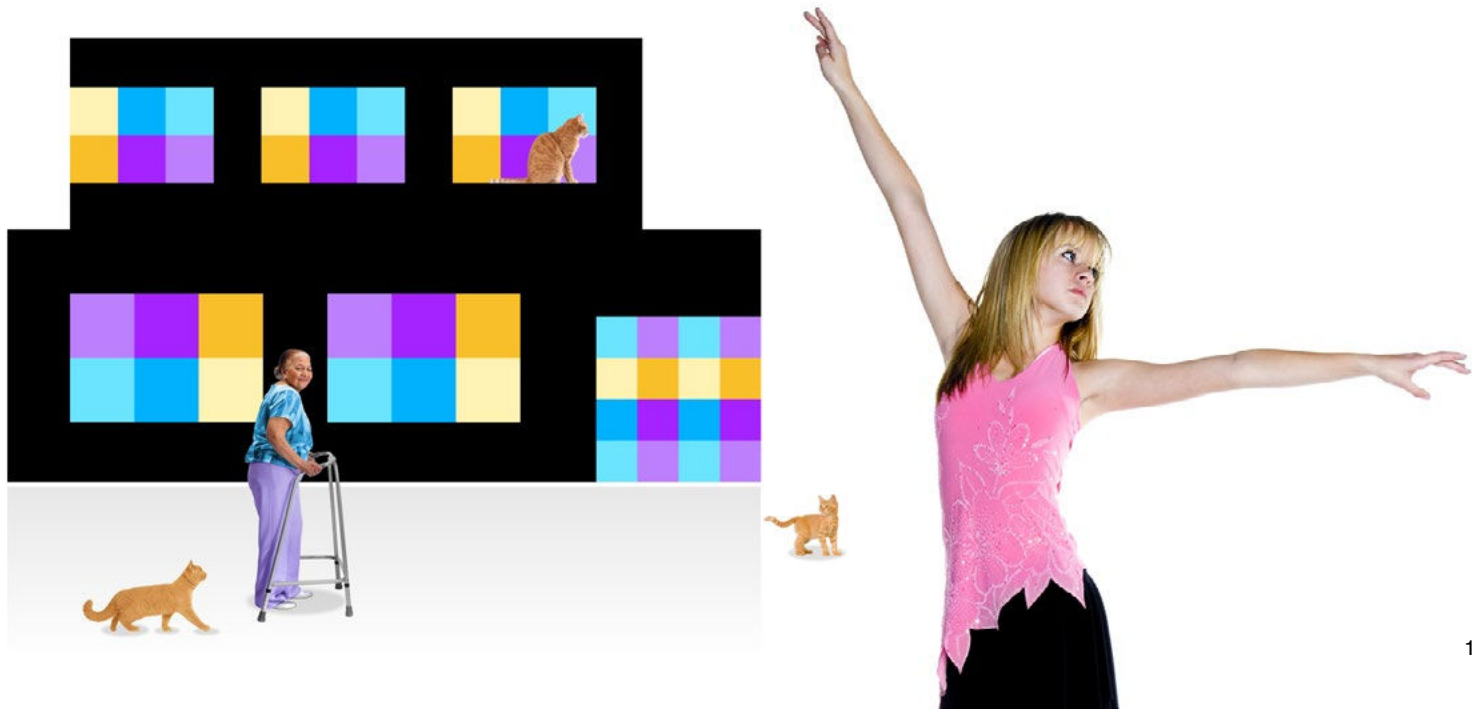
# Policy Document

## 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 for this **cover option** they will have the meanings shown below:

|                           |  |
|---------------------------|--|
| <b>Fob</b>                | The numbered tag issued to the <b>policyholder</b> by the <b>provider</b> which the <b>provider</b> has registered in the <b>policyholder's</b> name           |
| <b>Insured event</b>      | The loss or theft of, or damage to, any <b>insured key</b>   |
| <b>Insured key</b>        | Any key which is attached to the <b>fob</b>  |
| <b>Limit of indemnity</b> | £1,500 being the maximum amount payable in aggregate in each <b>period of insurance</b>  |
| <b>Policyholder</b>       | The person in whose name the <b>provider</b> has registered the <b>fob</b>   |
| <b>Provider</b>           | Motorplus Limited trading as Coplus  |
| <b>Territorial limits</b> | The United Kingdom, the Isle of Man or the Channel Islands   |
| <b>You / Your</b>         | The <b>policyholder</b> and any immediate member of their family residing at the same address as the <b>policyholder</b> during the <b>period of insurance</b> |



# Policy Document

## Legal expenses cover

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

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:

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



# Policy Document

## Legal expenses cover **Section 1A** (holiday homes)

If you select legal expenses cover, the following will be included in your policy:

| WHAT IS COVERED  | WHAT IS NOT COVERED   |
|--|---|
| <p>This <b>policy</b> covers:</p> <p><b>Consumer pursuit</b><br/><b>Advisers' costs</b> to pursue a <b>legal action</b> following a breach of a contract <b>you</b> have for buying or renting goods or services for <b>your</b> private use in relation to the <b>insured property</b>. This includes the purchase of the <b>insured property</b>. The contract must have been made after <b>you</b> first purchased this insurance.</p> <p><b>Consumer defence</b><br/><b>Advisers' costs</b> to defend a <b>legal action</b> brought against <b>you</b> following a breach of a contract <b>you</b> have for selling goods (in a private capacity) in relation to the <b>insured property</b>. This includes the sale of the <b>insured property</b>. The contract must have been made after <b>you</b> first purchased this insurance.</p> <p><b>Property infringement</b><br/><b>Advisers' costs</b> to pursue a <b>legal action</b> for nuisance or trespass against the person or organisation infringing <b>your</b> legal rights in relation to the <b>insured property</b>. This <b>cover option</b> does not extend to divorce or matrimonial matters. The nuisance or trespass must have started at least 30 days after <b>you</b> first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.</p> <p><b>Property damage</b><br/><b>Advisers' costs</b> to pursue a <b>legal action</b> for financial compensation for damages against a person or organisation that causes physical damage to the <b>insured property</b>. The damage must have been caused after <b>you</b> first purchased this insurance.</p> | <p>The <b>insurer</b> will not pay for losses:</p> <ul style="list-style-type: none"><li>• Where the amount in dispute is less than £250 plus VAT</li><li>• Involving a <b>vehicle</b> owned by <b>you</b> or which <b>you</b> are legally responsible for</li></ul><br><ul style="list-style-type: none"><li>• Where the amount in dispute is less than £250 plus VAT</li><li>• Involving a <b>vehicle</b> owned by <b>you</b> or which <b>you</b> are legally responsible for</li></ul><br><ul style="list-style-type: none"><li>• In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority</li></ul><br><ul style="list-style-type: none"><li>• In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority</li></ul> |

# Policy Document

## Legal expenses cover **Section 1A** (holiday homes)

**WHAT IS COVERED**

**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:

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

**WHAT IS NOT COVERED**

- 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.

- 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 H M 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)

# Policy Document

## Legal expenses cover **Section 1A** (holiday homes)

**WHAT IS COVERED**

**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](http://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**

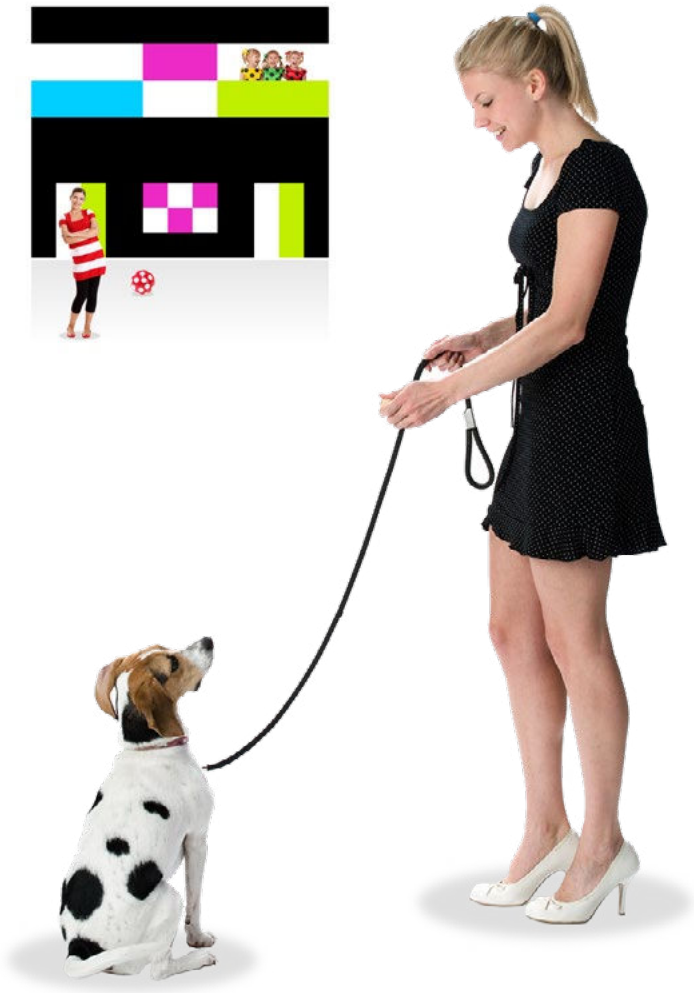
Use the helpline following an emergency in the **insured property** for which a tradesman's assistance is required.

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**





# Policy Document

## Legal expenses cover **Section 1B** (weekday and weekend home)

If you select legal expenses cover, the following will be included in your policy:

| WHAT IS COVERED  | WHAT IS NOT COVERED   |
|--|---|
| <p>This <b>policy</b> covers:</p> <p><b>Personal Injury</b><br/><b>Advisers' costs</b> to pursue a <b>legal action</b> for financial compensation for damages following an accident resulting in <b>your</b> personal injury or death against the person or organisation directly responsible</p> <p><b>Consumer pursuit</b><br/><b>Advisers' costs</b> to pursue a <b>legal action</b> following a breach of a contract <b>you</b> have for buying or renting goods or services for <b>your</b> private use. The contract must have been made after <b>you</b> first purchased this insurance.</p> <p><b>Consumer defence</b><br/><b>Advisers' costs</b> to defend a <b>legal action</b> brought against <b>you</b> following a breach of a contract <b>you</b> have for selling goods (in a private capacity) for the private and personal use of another person. The contract must have been made after <b>you</b> first purchased this insurance.</p> <p><b>Property infringement</b><br/><b>Advisers' costs</b> to pursue a <b>legal action</b> for nuisance or trespass against the person or organisation infringing <b>your</b> legal rights in relation to the <b>insured property</b>. This <b>cover option</b> does not extend to divorce or matrimonial matters. The nuisance or trespass must have started at least 180 days after <b>you</b> first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.</p> <p><b>Property damage</b><br/><b>Advisers' costs</b> to pursue a <b>legal action</b> for financial compensation for damages against a person or organisation that causes physical damage to the <b>insured property</b>. The damage must have been caused after <b>you</b> first purchased this insurance.</p> | <p>The <b>insurer</b> will not pay for losses:</p> <ul style="list-style-type: none"><li>• Arising from medical or clinical treatment, advice, assistance or care</li><li>• Arising from stress, psychological or emotional injury</li><li>• Arising from illness, personal injury or death which is caused gradually or is not caused by a specific event</li><li>• Involving a <b>vehicle</b> owned or driven by <b>you</b></li></ul> <ul style="list-style-type: none"><li>• Where the amount in dispute is less than £250 plus VAT</li><li>• Involving a <b>vehicle</b> owned by <b>you</b> or which <b>you</b> are legally responsible for</li><li>• In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority</li></ul> <ul style="list-style-type: none"><li>• Where the amount in dispute is less than £250 plus VAT</li><li>• Involving a <b>vehicle</b> owned by <b>you</b> or which <b>you</b> are legally responsible for</li><li>• In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority</li></ul> <ul style="list-style-type: none"><li>• In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority</li></ul> <ul style="list-style-type: none"><li>• In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority</li></ul> |

# Policy Document

## Legal expenses cover **Section IB** (weekday and weekend home)

### WHAT IS COVERED

#### 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](http://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

- 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).



# Policy Document

## Legal expenses cover **Section 1C** (unoccupied property)

If you select legal expenses cover, the following will be included in your policy:

| WHAT IS COVERED   | WHAT IS NOT COVERED  |
|---|--|
| <p>This <b>policy</b> covers:</p> <p><b>Property infringement</b></p> <p><b>Advisers' costs</b> to pursue a <b>legal action</b> for nuisance or trespass against the person or organisation infringing <b>your</b> legal rights in relation to the <b>insured property</b>. This <b>cover option</b> does not extend to divorce or matrimonial matters. The nuisance or trespass must have started at least 30 days after <b>you</b> first purchased this insurance</p> <p><b>Property damage</b></p> <p><b>Advisers' costs</b> to pursue a <b>legal action</b> for financial compensation for damages against a person or organisation that causes physical damage to the <b>insured property</b>. The damage must have been caused after <b>you</b> first purchased this insurance</p> <p><b>Personal identity theft</b></p> <p><b>Advisers' costs</b> in a <b>legal action</b> in respect of <b>insured incidents</b> arising from <b>identity theft</b>:</p> <ul style="list-style-type: none"><li>• To deal with all organisations that have been fraudulently applied to for credit, goods or services in <b>your</b> name or which are seeking monies or have sought monies from <b>you</b> as a result of <b>identity theft</b></li><li>• In order to liaise with credit referencing agencies and all other relevant organisation on <b>your</b> behalf to advise that <b>you</b> have been the victim of <b>identity theft</b></li><li>• To defend <b>your</b> legal rights and/or take reasonable steps to remove County Court Judgments against <b>you</b> that have been obtained by an organisation that <b>you</b> are alleged to have purchased, hired or leased goods or services from. Cover is only available if <b>you</b> deny having entered in to the contract and allege that <b>you</b> have been the victim of <b>identity theft</b></li></ul> | <p>The <b>insurer</b> will not pay for losses:</p> <ul style="list-style-type: none"><li>• In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority</li><li>• In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority</li><li>• Where <b>you</b> have not been the victim of <b>identity theft</b></li><li>• Where the <b>insured incident</b> began to occur within 30 days of <b>you</b> first purchasing this insurance or similar insurance which expired immediately before this insurance began</li><li>• Where the <b>insured incident</b> began to occur or had occurred before <b>you</b> purchased this insurance</li><li>• Where the claim is false or fraudulent</li><li>• Where <b>you</b> did not take reasonable precautions against <b>identity theft</b> or take action to protect yourself from <b>identity theft</b></li><li>• Where the <b>identity theft</b> has been carried out by somebody living with <b>you</b></li><li>• For <b>advisers' costs</b> arising from loss of cash from a bank, building society, credit union or other similar financial institution where that institution has refused to <b>cover</b> the loss</li><li>• For any losses other than <b>advisers' costs</b> incurred by <b>you</b> as a result of <b>identity theft</b></li></ul> <p><b>You</b> must agree to be added to the CIFAS Protection Register if the <b>service provider</b> recommends it</p> |

# Policy Document

## Legal expenses cover **Section 1C** (unoccupied property)

### WHAT IS COVERED

#### Legal helpline

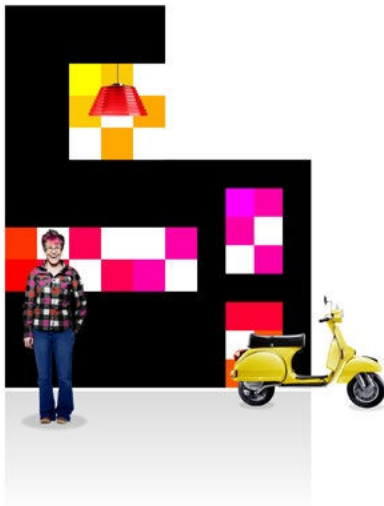
Use of the 24 hour advisory service for telephone advice on any private legal problem of concern to **you** or any member of **your** household.

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](http://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



# Policy Document

## Legal expenses cover **Section 1D (bed & breakfast)**

If you select legal expenses cover, the following will be included in your policy:

| WHAT IS COVERED  | WHAT IS NOT COVERED   |
|--|---|
| <p>This <b>policy</b> covers:</p> <p><b>Personal Injury</b><br/><b>Advisers' costs</b> to pursue a <b>legal action</b> for financial compensation for damages following an accident resulting in <b>your</b> personal injury or death against the person or organisation directly responsible</p> <p><b>Consumer pursuit</b><br/><b>Advisers' costs</b> to pursue a <b>legal action</b> following a breach of a contract <b>you</b> have for buying or renting goods or services for <b>your</b> private use. The contract must have been made after <b>you</b> first purchased this insurance</p> <p><b>Consumer defence</b><br/><b>Advisers' costs</b> to defend a <b>legal action</b> brought against <b>you</b> following a breach of a contract <b>you</b> have for selling goods (in a private capacity) for the private and personal use of another person. The contract must have been made after <b>you</b> first purchased this insurance</p> <p><b>Property infringement</b><br/><b>Advisers' costs</b> to pursue a <b>legal action</b> for nuisance or trespass against the person or organisation infringing <b>your</b> legal rights in relation to the <b>insured property</b>. This <b>cover option</b> does not extend to divorce or matrimonial matters. The nuisance or trespass must have started at least 180 days after <b>you</b> first purchased this insurance or purchased similar insurance which expired immediately before this insurance began</p> <p><b>Property damage</b><br/><b>Advisers' costs</b> to pursue a <b>legal action</b> for financial compensation for damages against a person or organisation that causes physical damage to the <b>insured property</b>. The damage must have been caused after <b>you</b> first purchased this insurance</p> | <p>The <b>insurer</b> will not pay for losses:</p> <ul style="list-style-type: none"><li>• Arising from medical or clinical treatment, advice, assistance or care</li><li>• Arising from stress, psychological or emotional injury</li><li>• Arising from illness, personal injury or death which is caused gradually or is not caused by a specific event</li><li>• Involving a <b>vehicle</b> owned or driven by <b>you</b></li></ul> <ul style="list-style-type: none"><li>• Where the amount in dispute is less than £250 plus VAT</li><li>• Involving a <b>vehicle</b> owned by <b>you</b> or which <b>you</b> are legally responsible for</li><li>• In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority</li></ul> <ul style="list-style-type: none"><li>• Where the amount in dispute is less than £250 plus VAT</li><li>• Involving a <b>vehicle</b> owned by <b>you</b> or which <b>you</b> are legally responsible for</li><li>• In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority</li></ul> <ul style="list-style-type: none"><li>• In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority</li></ul> <ul style="list-style-type: none"><li>• In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority</li></ul> |

# Policy Document

## Legal expenses cover **Section ID** (bed & breakfast)

### WHAT IS COVERED

#### 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



### WHAT IS NOT COVERED

- 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

- 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)

# Policy Document

## Legal expenses cover **Section 1D** (bed & breakfast)

| WHAT IS COVERED  | WHAT IS NOT COVERED   |
|--|---|
| <p><b>Tax</b></p> <p><b>Advisers' costs</b> incurred by an Accountant if <b>you</b> are subject to an <b>H M Revenue and Customs Full Enquiry</b> into <b>your</b> personal Income Tax position.</p> <p>This <b>cover</b> applies only if <b>you</b> have:-</p> <ul style="list-style-type: none"><li>a. Maintained proper, complete, truthful and up to date records</li><li>b. Made all returns at the due time without having to pay any penalty</li><li>c. Provided all information that the H M Revenue and Customs reasonably requires</li></ul> | <ul style="list-style-type: none"><li>• Where deliberate misstatements or omissions have been made to the authorities</li><li>• Where the Special Compliance Officer is investigating <b>your</b> affairs</li><li>• For accountancy fees which relate to <b>your</b> business trade or profession</li><li>• In respect of income or gains which have been under-declared because of false representations or statements by <b>you</b></li><li>• For <b>advisers' costs</b> for any amendment after the tax return has initially been submitted to the H M Revenue and Customs</li><li>• For <b>advisers' costs</b> arising after <b>you</b> receive a notice telling <b>you</b> that the enquiry has been completed</li><li>• For enquiries into aspects of <b>your</b> Tax Return (Aspect Enquiries)</li></ul> |
| <p><b>Eviction of overstaying guests</b></p> <p><b>Advisers' costs</b> to pursue a <b>legal action</b> for possession of the <b>insured property</b>, if a guest stays beyond <b>their</b> agreed period of occupancy</p>  |   |
| <p><b>Health &amp; Safety Legal Defence</b></p> <p><b>Advisers' costs</b> in a <b>legal action</b> to defend <b>your</b> legal rights arising out of <b>your</b> business activities as the owner of the <b>insured property</b> in a prosecution brought against <b>you</b> under Health &amp; Safety legislation</p>   | <ul style="list-style-type: none"><li>• For <b>advisers' costs</b> where <b>you</b> 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 <b>policy</b></li><li>• Following an allegation of intentional violence or dishonesty</li></ul>   |

# Policy Document

## Legal expenses cover **Section 1D** (bed & breakfast)

**WHAT IS COVERED**

**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

**WHAT IS NOT COVERED**

- 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**



# Policy Document

## Legal expenses cover **Section 1D** (bed & breakfast)

**WHAT IS COVERED**

See previous page

**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](http://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**

- 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



# Policy Document

## Legal expenses cover

### General exclusions applicable to legal expenses cover:

#### a. 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**

#### b. 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

#### c. 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

#### d. 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.

# Policy Document

## Legal expenses cover

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

1. 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

### General conditions applicable to legal expenses cover

- a. **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](http://www.arclegal.co.uk/informationcentre). Alternatively, the **service provider** will send **you** a claim form which must be returned promptly with all relevant information.
- b. 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**.
- c. **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:
  - i. Represent **you** in accordance with **our** standard conditions of appointment.
  - ii. Confirm in writing that he will enable **you** to comply with **your** obligations under this insurance.
  - iii. 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.
- d. The **adviser** will:
  - i. Provide a detailed view of **your** prospects of success including the prospects of enforcing any judgment obtained.
  - ii. Keep the **service provider** fully advised of all developments and provide such information as **they** may require.
  - iii. Keep the **service provider** advised of **advisers' costs** incurred.
  - iv. 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.
  - v. Submit bills for assessment or certification by the appropriate body if requested by the **service provider**.
  - vi. Attempt recovery of costs from third parties.
- e. In the event of a dispute arising as to **advisers' costs** **they** may require **you** to change **adviser**.
- f. 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.
- g. **You** shall supply all information requested by the **adviser** and the **service provider**.
- h. **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**.
- i. **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.

# Policy Document

## Legal expenses cover

### 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.

### 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.



# Policy Document

## Home emergency cover

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

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>

# Policy Document

## Home emergency cover

| WHAT IS COVERED   |
|---|
| This <b>policy</b> covers an <b>emergency</b> that is caused by any of the following:   |
| Bursting or sudden leakage of water pipes within the <b>insured property</b> or failure of <b>your</b> domestic hot water heating |
| Failure of or damage to underground drains or sewers  |
| Failure of <b>your</b> mains services for which <b>you</b> are legally responsible  |
| Complete failure of <b>your</b> central heating system involving a boiler or warm air unit  |

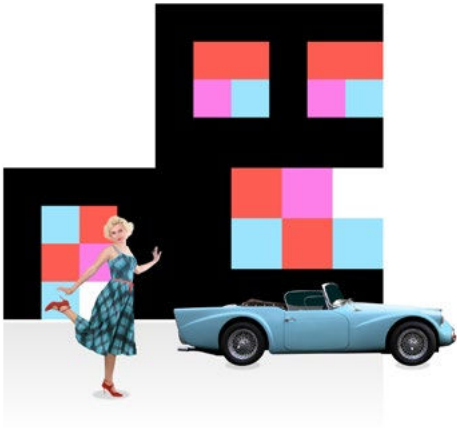
| WHAT IS NOT COVERED  |
|--|
| The <b>insurer</b> will not pay for any claim or loss relating to:   |
| <ul style="list-style-type: none"><li>• Dripping taps</li><li>• Burst or leaking flexible hoses or leaking washing appliances which are fitted with a stop tap</li><li>• Slow seepage from joints or gaskets which does not involve a sudden escape of water</li><li>• Leaking overflows</li><li>• The results of hard water scaling deposits</li><li>• Breakage of any basin, bath, bidet or shower base</li></ul>  |
| <ul style="list-style-type: none"><li>• Blockage of soil or waste pipes from sinks, basins, bidets, baths or showers</li><li>• The results of hard water scaling deposits</li></ul>  |
| <ul style="list-style-type: none"><li>• Malfunctioning or blockage of cesspits or septic tanks and their associated pipe work</li><li>• Loss or damage arising from the utility company interrupting or deliberately disconnecting the mains services or any equipment they are responsible for</li></ul>  |
| <ul style="list-style-type: none"><li>• Replacement of any boiler or warm air unit if repair or reinstatement is not possible due to the non-availability of parts</li><li>• Any costs for work recommended as being undertaken following a service of <b>your</b> boiler or warm air unit</li><li>• Any intermittent or recurring fault</li><li>• Any water pressure adjustments or failure caused through hard water scale or sludge</li><li>• Gas leaks from any pipes or appliances</li><li>• Any re-lighting of the pilot light caused by failure to follow the manufacturer's re-lighting instructions</li><li>• Any boiler or system noise</li><li>• Any radiator valves</li><li>• Any airlocks in the central heating piping</li><li>• Any costs relating to the repair or replacement of the central heating pump or wall or room thermostat</li><li>• The results of hard water scaling deposits</li><li>• A boiler or warm air unit which is more than 10 years old and has an output more than 60 kw per hour capacity</li></ul> |

# Policy Document

## Home emergency cover

| WHAT IS COVERED   |
|---|
| Damage to, or mechanical failure of, the only accessible toilet or cistern in the <b>insured property</b> which results in complete loss of function  |
| Removal of wasp nests, field or house mice or brown rats within the <b>insured property</b>   |
| Break-in or vandalism compromising the security of the <b>insured property</b>  |
| Missing or repositioned roof tiles  |
| <b>Lost Keys</b><br>The <b>service provider</b> will appoint an approved contractor to assist <b>you</b> if <b>you</b> lose or damage the only available key to the <b>insured property</b> or if <b>you</b> are unable to gain access to the <b>insured property</b> due to failure or damage to the external locking mechanism  |
| <b>Alternative Accommodation</b><br>Where the <b>insured property</b> is rendered not fit to live in as a result of an <b>emergency covered</b> by this <b>policy</b> , if <b>you</b> ask <b>them</b> then the <b>service provider</b> will arrange and pay up to a total of £250 for reasonable overnight accommodation only costs, incurred by <b>you</b> .<br><br>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  |
|--|
| <ul style="list-style-type: none"><li>Any damage to, or mechanical failure of toilet or cistern where there is another working toilet within the <b>insured property</b></li><li>Breakdown of, loss of or damage to Saniflow toilets</li><li>Cost of replacement ceramics or parts</li></ul> |
| <ul style="list-style-type: none"><li>Any infestations or pests in gardens, or outbuildings</li><li>Any damage caused by the pests or infestations or by <b>their</b> removal</li></ul>  |
| <ul style="list-style-type: none"><li>Breakage of internal glass or doors</li><li>Any loss not reported to the Police</li></ul>  |
| <ul style="list-style-type: none"><li>Flat or Tarpaulin Roofs</li><li>Blocked or misaligned guttering</li></ul>  |
| <ul style="list-style-type: none"><li>Any theft of keys, vandalism or malicious damage not reported to the Police</li></ul>  |
|  |



# Policy Document

## Home emergency cover

### General exclusions applicable to home emergency cover:

**You** are not covered for:

- a) Any loss or damage arising from faults, damage or infestation that **you were** aware of at the time **you** entered into this contract.
- b) Any loss or damage arising from an **emergency** that occurs within 28 days of the first inception of this insurance.
- c) Any costs incurred when **you** have not notified the **service provider** and received **their** prior agreement.
- d) Any loss or damage relating to repairs more specifically covered as part of any other insurance **policy**, guarantee or maintenance agreement.
- e) 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**.
- f) 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.
- g) Any claim when the **insured property** has been left **unoccupied** for longer than specified on **your schedule**.
- h) Any claims relating to CCTV, fire, security or surveillance systems or to swimming pools, ponds or fountains.
- i) Any loss or damage arising as a consequence of:
  - i. 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.
  - ii. 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.
- iii. pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- j) Any loss, injury, damage or legal liability arising directly or indirectly from:
  - i. the failure of any **computer** or other electrical component to recognise correctly any date and its true calendar date.
  - ii. **computer** viruses.
- k) 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**.
- l) Costs associated with any other **property**, home contents or communal/shared areas of the **insured property**.
- m) 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.
- n) 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**.
- o) Any claim where no fault is found.
- p) 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.



# Policy Document

## Home emergency cover

### General conditions applicable to home emergency cover:

- a) **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.
- b) **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.
- c) 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
- d) If a claim is fraudulent in any respect all benefit under this **policy** will be forfeited
- e) The **insurer** will insure **you** under this **policy** only if **you** keep to the terms and conditions of this **policy**
- f) 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.
- g) 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.
- h) 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
- i) **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**
- j) 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.
- k) **You** must be in attendance when the **approved contractor** arrives at the **insured property**



# Policy Document

## Home emergency cover

### 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**

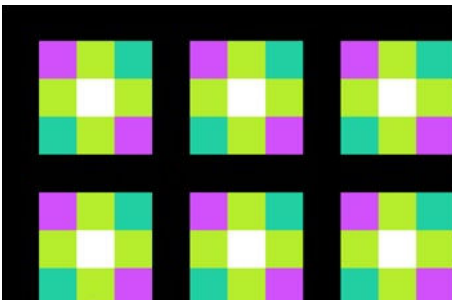
The **service provider** will tell **you** what to do next. The telephone line is available 24 hours a day. Before requesting assistance please check that the circumstances are **covered** by this **cover option**.

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**



### 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.

# Policy Document

## Key protection cover

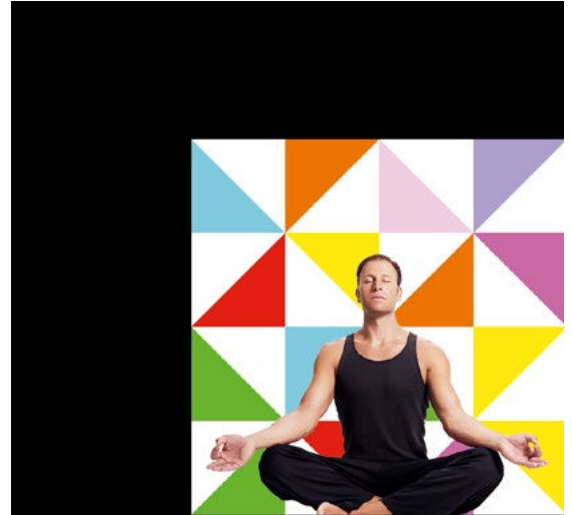
The following cover applies only if the schedule shows that it is included.

### Important information

Motorplus Limited trading as Coplus provide the services and benefits described in this **cover option** during the **period of insurance** for which you have paid the premium. The **policy** is underwritten by UK General Insurance Limited on behalf of Great Lakes Insurance SE, company number SE000083.

This is a contract of insurance between you and Great Lakes Insurance SE. The insurance provided covers certain costs and expenses, subject to the terms, **limit of indemnity**, exclusions and conditions contained herein, in respect of an **insured event** which occurs within the **Territorial Limits**, the Isle of Man or the Channel Islands and during the **period of insurance** for which **you** have paid or agreed to pay the premium.

Unless expressly stated nothing in this **policy** will create rights pursuant to the Contract (Rights of Third Parties) Act 1999.



# Policy Document

## 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:
  - locksmiths charges
  - new locks (if a security risk has arisen)
  - 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
  - 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
- Pay a £10 reward payable to the finder of a lost **insured key**
- Provide an emergency helpline 24 hours a day, 365 days a year



### 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**)

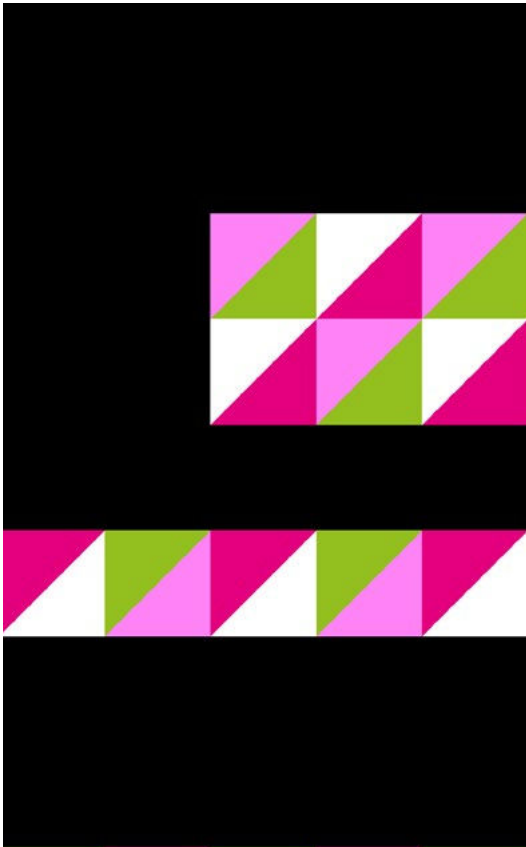
- Any amount exceeding £1,500 in aggregate in the same **period of insurance**
- Sums claimed where **you** do not produce receipts or invoices for payments **you** have made
- **Insured keys** which are lost until 3 days have elapsed since the loss (unless the **provider** is satisfied that a delay 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

# Policy Document

## Key protection cover

WHAT IS COVERED

See previous page



WHAT IS NOT COVERED

- 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

# Policy Document

## Key protection cover

### Making a claim

The claims line is open 24 hours a day.

Call **0330 660 0660**.

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**.

### General conditions applicable to key protection cover

#### 1. 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 3. 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.

#### 2. 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.

#### 3. 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.

#### 4. 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.

# Policy Document

## Key protection cover

### 5. 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.

### 6. 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.

### 7. 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**.

### 8. 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**.

### 9. 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.

### 10. Assignment:

This **policy** may not be assigned in whole or in part without the written consent of the **provider**.

### 11. 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.



# Policy Document

## Key protection cover

### General Exclusions applicable to 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.

1. Any claim where the **date of occurrence** is before the inception date of this **policy**.
2. 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;
3. Any consequence, howsoever caused, including but not limited to Computer Virus in Electronic Data being lost, destroyed, distorted, altered, or otherwise corrupted.
4. 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.
5. 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"





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