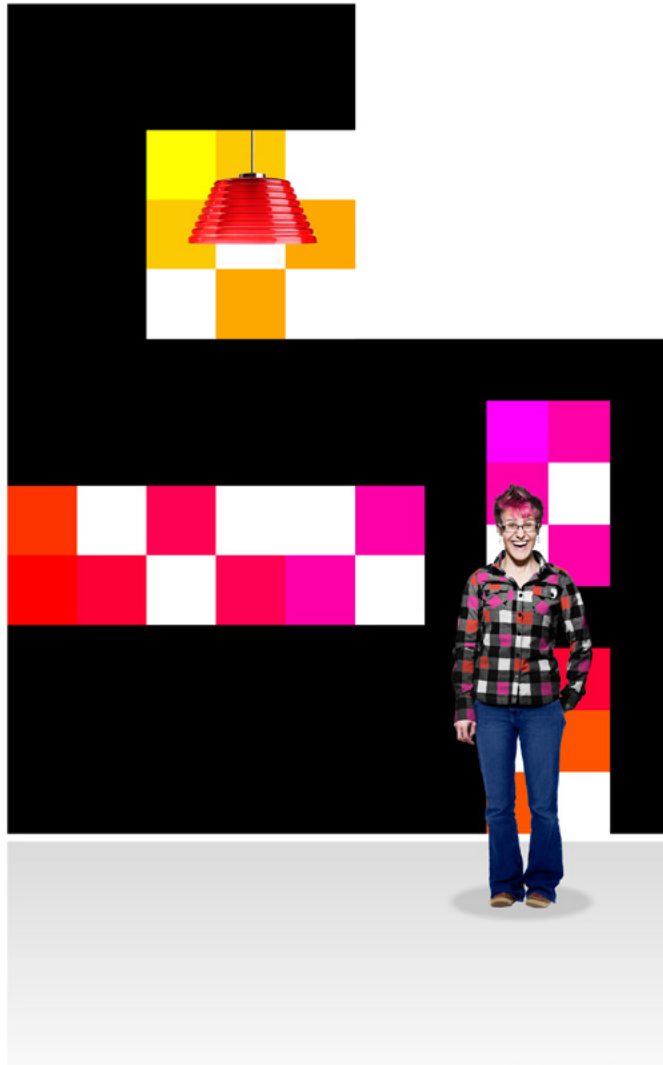
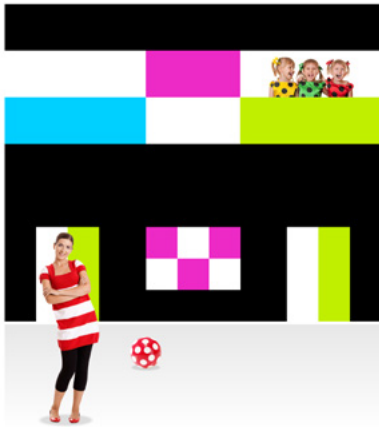


Relax, you're covered

Your Basic Home Emergency & Legal Expenses policy explained



Welcome

This booklet is relevant to you if your schedule highlights that basic Legal Expenses or basic Home Emergency cover is included within your policy.

If you have this cover, please read this booklet carefully to ensure that the cover we provide is exactly what you need. The next few pages are known as the policy Summary and explain the main benefits of each cover option.

Then you will find the specific details about each option in the policy document. Certain words, as detailed on pages 7 to 9 have specific meanings. 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 the cover options including the general conditions and exclusions;
- you understand the notes on how to make a claim as shown throughout the policy document.

Remember, should you find these products don't meet your needs, upgraded versions are available, and can be added to your HomeProtect product at any time.

If you have any queries about these products, or would like further information, please contact us.

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



Mark Eastham
Chief Executive, HomeProtect

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To help you understand everything you need to know about the protection your policy offers and the extent of your cover, you will see these headings appear on many of the pages:

WHAT IS COVERED

These sections give detailed information on the insurance provided and you need to read it with 'What is not covered' at all times.

WHAT IS NOT COVERED

These sections detail areas not included in your policy. More general restrictions and exclusions are detailed elsewhere, in sections starting 'General conditions applicable', 'Claims conditions applicable' and 'General exclusions applicable'.

Policy Summary



Your home insurance policy summary

Please note this is a **policy summary** which only highlights the key features of your **policy**. For full terms and conditions, you should read the full policy document from page 6 in conjunction with **your new business or renewal documents**.

HomeProtect home insurance is an annual contract and may be renewed each year subject to the terms and conditions then applicable.

Basic legal protection and basic home emergency cover are included as standard. **You can opt to extend your legal protection and home emergency cover as well as adding key protection to your policy.**

If you have selected any of our additional cover options then you can access the policy booklets at www.homeprotect.co.uk/policy.

Full details of what **you** have chosen are shown in either **your insurance offer or schedule**.

On receipt of **your policy** documentation, you will have 14 days to decide if **you** wish to cancel the **policy** – see “Important Information” (page 20) for more details.

Policy Summary

Section 1 – Basic Legal Expenses

This section applies only if your **schedule** shows that basic legal expenses has been included as standard.

WHAT IS COVERED

This **policy** covers:

Legal **costs** of pursuing or defending **legal action** within the **United Kingdom** up to a maximum of £25,000 for **incident(s)** occurring within the **United Kingdom** and within the **period of insurance**

Against:

- Consumer disputes for **legal action you** take following a breach of a contract for buying or renting goods or services for **your** private use
- Consumer defence for **legal action** brought against you following a breach of a contract **you** have for selling **your** own personal goods
- **Property** infringement for **legal action you** take for nuisance or trespass disputes against a person or organisation infringing your legal rights in relation to **your property**
- **Property** damage for **legal action you** take for damages against a person or organisation that causes physical damage to **your property**
- **Property** sale or purchase for **legal action you** take to pursue or defend a case arising from a breach of a contract for the sale or purchase of **your property**

Additional benefits included as standard:

- 24 hour telephone helpline for advice on private legal issues

WHAT IS NOT COVERED

The **insurer** will not pay for losses or **costs** of **legal action**:

- For the first £250 for for **property** infringement disputes
- Where the amount is less than £250+VAT for consumer pursuit, consumer defence and **property** sale and purchase disputes
- For any **legal action** relating to employment, death or personal injury
- For claims arising or proceedings brought outside of the **United Kingdom**
- Where the **incident** occurred before you first purchased this **policy** except in the case of nuisance or trespass starting within 180 days unless you held equivalent cover for at least 180 days prior to nuisance or trespass starting
- Where costs are incurred without prior consent of the **insurer**
- For disputes between persons **insured** on this **policy**
- For works undertaken by or under order of any government, public or local authority
- Where the **incident** is covered by another insurance policy
- In respect of a contract **you** entered into

Full details can be found in the **policy** document from page 6 and under “Section 1 Basic Legal Expenses” on page 14 which should always be read in conjunction with **your schedule**.

If you have chosen one of our more comprehensive legal expenses options, please refer to the booklet “Those all-important extras” which can be downloaded from our website.

Policy Summary

Section 2 – Basic Home Emergency

This section applies only if your **schedule** shows that basic home emergency has been included as standard.

WHAT IS COVERED

This **policy** covers:

Covers call-out charges and the cost of **emergency repairs** to **residences** in mainland Great Britain, Northern Ireland or the Isle of Wight up to a maximum of £200 per claim in the following circumstances:-

- Bursting or sudden leakage of water pipes
- Failure or damage to underground drains or sewers or **your mains services** for which **you** are legally responsible
- Damage or failure of the only accessible toilet or cistern in your residence which results in complete loss of function
- Wasp nest, field or house mice or brown rats within **your residence**
- Break in or vandalism compromising the security of **your residence**
- Missing or repositioned roof tiles
- 24 hour emergency helpline

WHAT IS NOT COVERED

The **insurer** will not pay for losses or damage relating to:

- More than £600 during any **period of insurance**
- An **emergency** which happens before cover starts or within 48 hours of the first inception of this insurance
- Where the **residence** is **unoccupied** for 30 consecutive days or more
- Burglar/ fire alarms, CCTV, fire, security or surveillance systems or to swimming pools, ponds or fountains
- Bedsits, **residences** with multiple occupation or residential/ nursing homes
- **Residences** which are not built of brick, stone, concrete or other non-combustible materials; or not roofed with slates or concrete tiles
- Dripping taps or leaking overflows
- Burst or leaking flexible hoses which are fitted with a stop tap
- Blocked soil or waste pipes from any sanitary or washing facilities
- Cesspits, septic tanks or associated pipe work
- Saniflow toilets
- Cost of replacement ceramics or parts
- Infestations or pests in gardens or outbuildings
- Breakage of internal glass or doors
- Losses not reported to the police
- Flat or tarpaulin roofs

Full details can be found in the **policy** document from page 6 and under “Section 2 Basic Home Emergency” on page 17 which should always be read in conjunction with **your schedule**.

If you have chosen one of our more comprehensive home emergency options, please refer to the booklet “Those all-important extras” which can be downloaded from our website.

Policy Document



Policy Document

Introduction

Your Policy Document

Our products are designed to meet the demands and needs of customers seeking financial protection against emergencies in the home or against unexpected legal costs.

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

This **policy** of insurance, the **statement of fact**, **schedule** and any **endorsement** applying to **your policy** forms **your** insurance document. These documents set out the conditions of the contract of insurance between **you** and **us** and the **insurer**. **You** should keep them in a safe place.

The **policy** is arranged in different sections. It is important that:

- **you** are clear which sections **you** have requested and want to be included as the insurance relates **ONLY** to those sections of the **policy** which are shown in the **schedule** as being included;
- **you** understand what each section covers and does not cover;
- **you** understand **your** own duties under each section and under the insurance as a whole

If you need further information on how we use **your** information, **your** cooling off period, **your** cancellation rights and how **we** charge fees, please refer to the "Important Information" section on page 20.



Policy Document

Definitions Applicable to the Whole Policy

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

Appointed representative	A solicitor, firm of solicitors, barrister, or any other suitably qualified person appointed to act on your behalf
Bodily injury	A physical injury, disease or death that is caused by a sudden, unexpected, external and visible event
Business	Any administrative and non-manual work that you carry out at your property , which does not involve any visitors or employees unless we agree otherwise and an endorsement on your schedule confirms this
Costs and expenses	Legal and professional fees for which you are responsible, including reasonable fees, costs and expenses the appointed representative acting for you , has to pay for the pursuit or defence of legal proceedings
Data Protection Legislation	The relevant data protection legislation in force in the United Kingdom at the time of the incident
Endorsement/clause(s)	A change in the terms and conditions of this policy that will be shown on your schedule
Excess(es)	The amount payable by you in the event of a claim as stated in the schedule . This will be the total of the standard policy excess and any additional excesses shown in your schedule
Heave	The upward or sideways movement of the ground supporting the building
Insurer(s) / they / their	The insurer shown on your schedule
Landslip	Sudden movement of soil on a slope or gradual creep of a slope over a period of time
Money	Current legal tender, cheques, postal and money orders, postage stamps not forming part of a stamp collection, savings stamps and savings certificates, travellers' cheques, premium bonds, luncheon vouchers and gift tokens all held for private or domestic purposes
Occupant	A person or persons authorised by you to stay in the property overnight
Period of insurance	The length of time for which this insurance is in force, as shown in the schedule and for which you have paid and we have accepted a premium unless cancelled by you or us in accordance with our cooling off or cancellation conditions
Policy	The written contract between you and the insurer , which comprises of this booklet, the statement of fact , the schedule and any endorsements/clauses , which should be read together. The policy is based on information we have requested and you gave when you applied for this insurance
Premises	The address which is named in the schedule
Property	The private dwelling including outbuildings at the premises shown in the schedule used for domestic use only, unless you tell us , and we agree, that your property is used for other purposes and an endorsement on your schedule confirms this
Schedule	The schedule is part of this policy and contains details of what you have chosen, and the insurers have agreed, to insure
Statement of fact	A record of the information you provided us when applying for this insurance, and which will have been provided to you by us as evidence of the basis on which your application has been accepted and this policy issued
United Kingdom	The United Kingdom will include England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries

Policy Document

Definitions Applicable to the Whole Policy

Unfurnished	Without sufficient furniture and furnishings for normal living purposes for more than 30 consecutive days or the period stated on your schedule if an extended period has been agreed (up to a maximum of 12 months)
Unoccupied	Not lived in by you , your tenant or a person authorised by you for more than 30 consecutive days. Cover for extended unoccupancy periods can be considered on an individual basis when discussed with us
We / us / our	Avantia Insurance Limited, trading as HomeProtect
You / your / insured	The person or persons named in the schedule , their partner and all members of their family residing with them. If you are the landlord of the property you are insuring, please see separate definitions below.
Deposit	The sum of money collected from the tenant and held by you or your agent as an indemnity for losses incurred by you arising from the tenant failing to perform his/her obligations set out in the tenancy agreement . A minimum amount equal to one months' rent must be retained as a deposit
Tenancy agreement	Agreement between you and your tenant in relation to the property which is: <ul style="list-style-type: none">• An Assured Shorthold Tenancy Agreement as defined within the Housing Act 1988 (as amended) or its equivalent outside of England and Wales but within the United Kingdom, or• A Company Residential Tenancy (Company Let) created after 28th February 1998 where the tenant is a public limited company (plc) or limited company (ltd) and the property is let purely for residential purposes, or• A written common law residential tenancy agreement created after 28th February 1997 between individuals where the rent is more than £25,000 per annum subject to the laws of England and Wales. The initial tenancy agreement must be for a fixed term of no more than 12 months
Tenant(s)	The occupier of the property named in and who is a signatory of the tenancy agreement , their partner and all members of their family residing with them

Policy Document

Definitions Applicable to Basic Legal Expenses

These definitions form part of the main **policy** definitions but are specific to basic legal expenses. Wherever the following words appear in section 1 of the policy document they will have the meanings shown below.

Adverse Costs	Third party legal costs awarded against you paid on the standard basis of assessment provided these costs arise after written acceptance of a claim
Advisers' Costs	Legal fees, accountancy fees and any expenses incurred by the legal adviser
Incident	The incident or the first of a series of incidents which lead to a claim. Only one incident shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time
Insurer	AmTrust Europe Limited
Legal Action	The pursuit or defence of civil legal cases for damages, injunctions or specific performance
Legal Adviser	Our specialist panel solicitors or accountants or their agents appointed by us to act for you , or subject to our agreement, where it is necessary to start court proceedings or a conflict of interest arises, another legal representative nominated by you
Standard Advisers' Costs	The level of cost that would normally be incurred in using a specialist panel solicitor or their agents
We/ Us/ Our/ Provider	Arc Legal Assistance Limited

Definitions Applicable to Basic Home Emergency

These definitions form part of the main **policy** definitions but are specific to basic home emergency. Wherever the following words appear in section 2 of the policy document they will have the meanings shown below.

Approved Contractor	A tradesman approved and authorised by us in advance to carry out repairs
Emergency(ies)	A sudden and unexpected event at your property which if not dealt with immediately will expose you or a third party to a risk to their health, make your property unsafe, insecure or without mains services , or cause further damage to your property and contents
Emergency Repair	A temporary repair carried out by an approved contractor which is necessary to resolve the immediate emergency but which will need to be replaced by a permanent repair
Insurer	Great Lakes Insurance SE, UK Branch
Mains Services	Mains drainage to the boundaries of your property , water, electricity and gas within the property
Permanent Repair	A repair or other work necessary to put right the damage caused to your property by the emergency
Territorial limit	Mainland Great Britain plus the Isle of Wight and Northern Ireland
Residence(s)	The property , excluding detached garages or outbuildings, at the address shown in your schedule , that is built of brick, stone, concrete or other non-combustible materials and roofed with slates, metal, thatch, concrete or other non-combustible materials excluding bed-sits or property with multiple occupation/ residential or nursing homes
We/ Us/ Our/ Provider	Intana, a trading style of Collinson Insurance Services Limited

Policy Document

General Conditions Applicable To The Whole Policy

Each **property** included under this **policy** is considered to be covered as if separately insured.

At all times during the **period of insurance** you must:

- a) Take care to avoid accidents and prevent loss or damage to everything covered by this **policy** and to keep the **property** insured in a good state of repair.
- b) Tell us immediately if **your** situation changes, for example, if **you**:
 - i. Stop using the **property** as **your** permanent residence
 - ii. Use **your property** for short periods each week or as a holiday home
 - iii. Leave the **property unoccupied** or **unfurnished**
 - iv. Allow a non-family member to live in **your property**
 - v. Are convicted of an offence other than motoring.
- c) Tell us at least 10 days before **you** start any renovations, extensions or any other structural alteration to **your property**.
- d) Tell us if **you** use any part of **your property** for business use (excluding clerical businesses, where no staff are employed, where there are no business visitors or where there is no **business money** or stock held at the **property**).

When **you** notify **us**, **we** will tell **you** how this affects **your policy** and if changes are acceptable to **us**, the revised terms and premium. If **you** decide not to notify **us**, **we** may take the following actions:

- i. Cancel **your policy** or declare it void (as if it never existed),
- ii. Amend the terms of **your policy**, or
- iii. Refuse to deal with claims or reduce the amount paid.

Let properties

If the **property** is let, lent or sub-let, **you** must:

- a) Tell **us** immediately if there is a break in **tenancy agreement** of more than 30 days.
- b) Tell **us** immediately if the type of **tenant** changes from that noted in the **statement of fact**.
- c) Comply with any Local Authority regulations or statutory conditions regarding the letting of the **property**.
- d) Ensure that all gas appliances fitted at the **property** are serviced by a Gas Safe Register (formerly CORGI) registered individual within 15 days of the start of this insurance or not more than 12 months from the date they were last serviced, whichever is the sooner.
- e) Comply with the Electrical Equipment (Safety) Regulations 1994.
- f) Comply with the Furniture and Furnishings (Fire Safety) Regulations (amended 1993).
- g) Ensure there is a **tenancy agreement** of 6 months or more remaining on the existing **tenancy agreement** or the **property** must have been occupied for 12 months or more by the same **tenant(s)** with no gap between the **tenancy agreements**, along with a suitable **tenant reference**.

Financial Sanctions

The **insurer** will not provide any cover or be liable to provide any indemnity, payment or other benefit under this **policy** if this would breach any prohibition or restriction imposed by law or regulation such as, for example, where **you** or any policyholder of this **policy** are named on the various Financial Sanctions Lists produced by HM Treasury.

If any such prohibition or restriction takes effect during the **period of insurance** **we** may cancel this **policy** immediately by giving **you** written notice at **your** last known address. If **we** cancel the **policy** **we** will refund premiums already paid for the remainder of the current **period of insurance**, provided no claims have been paid or are outstanding. This procedure supersedes those outlined under 'Cancellation and Fees' in the 'Important Information' section later in this booklet.

Data Protection

Any information you have provided will be processed by us and the insurer in compliance with the provisions of the **Data Protection Legislation**, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to other parties.

Policy Document

General Exclusions Applicable to the Whole Policy

a) Radioactive Contamination and Nuclear Assemblies Exclusion

The **insurer** will not pay for:

- 1) Loss, destruction, or damage to any **property**, or any loss or expenses resulting or arising from such loss, destruction or damage
- 2) Any legal liability whatsoever

Directly or indirectly caused by or contributed to by or arising from:

- i. ionising radiations or radioactive contamination from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel,
- ii. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component of it.

b) War Exclusion

The **insurer** will not pay for any loss or damage or liability directly or indirectly caused by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

c) Existing and Deliberate Damage

The **insurer** will not pay for loss or damage:

- 1) Occurring before cover starts or arising from an event before cover starts
- 2) Caused deliberately by **you** or **your** guests, **your tenants** or their guests
- 3) If the **property** is let, for any claims where the **deposit** is greater than the amount claimed.

d) Indirect Loss or Damage

The **insurer** will not pay for any loss or damage that is not directly associated with the incident that caused **you** to claim, unless expressly stated in this insurance.

e) Electronic data exclusion clause for computer viruses & system failure

The **insurer** will not pay for:

- 1) Loss or destruction of or damage to any property, or any loss or expenses resulting or arising from such loss, destruction or damage
- 2) Any legal liability of whatsoever nature; directly or indirectly caused by or contributed to by or arising from
 - i. computer viruses, erasure or corruption of electronic data
 - ii. the failure of any equipment to correctly recognise the date or change of date

For the purposes of this exclusion "computer virus" means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of any nature.

f) Contracts (Rights of Third Parties) Act 1999 Clarification Clause

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

g) Terrorism Clause

The **insurer** will not pay for loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism.

For the purposes of this exclusion 'terrorism' means the use, or threat of use, of biological, chemical or nuclear force or contamination by any person(s), whether acting alone or in connection with any organisation or government, committed for political, religious, ideological or similar purposes including the intention to influence any government or put any section of the public in fear.

Policy Document

General Exclusions Applicable to the Whole Policy

If **you** fail to notify us within 90 days of the change, that the nature of the usage of the **property** has changed, this **policy** will become invalid.

h) Loss of value

The **insurer** will not pay for any reduction in value of the **property** insured following repair or replacement paid for under this insurance.

i) Wear and Tear

The **insurer** will not pay for damage caused by wear and tear (excluding clothes) or any other gradually operating cause, mechanical or electrical breakdown, fault or failure.

j) Deception

The **insurer** will not pay for loss or damage or liability caused by deception other than by any person using deception to gain entry to **your property**.

1) Safeguarding **your property**

The **insurer** will not pay for loss or damage caused by **your** failure to safeguard **your property** at all times.

k) Loss of Profit

The **insurer** will not pay for loss or damage or liability caused by loss of profit, business interruption or any economic loss of any kind unless expressly stated in this **policy**.

1) Contract Works

The **insurer** will not pay for loss or damage resulting from any building works where **you** have entered into a contract which removes or limits **your** legal rights against the contractor unless **we** have agreed it and an **endorsement** is added to **your schedule** to confirm this.



Policy Document

Claims Conditions Applicable to the Whole Policy

In the event of a claim or possible claim under this **policy**:

- 1) **You** must call the claims telephone number shown on **your schedule** as soon as possible giving full details of what has happened.
- 2) **You** must provide details of what has happened within 30 days and provide any other required information.
- 3) **You** must forward within 3 days unanswered any letter or any legal document whatsoever **you** receive if a claim for liability is made against **you**.
- 4) **You** must inform the Police as soon as possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property. If **you** or **your** family are the victim of riot **you** must tell **us** as soon as **you** can or no later than 7 days after the riot.
- 5) **You** must not admit liability or offer or agree to settle a claim without **our** written consent.
- 6) **You** must take care to limit any loss, damage or injury.
- 7) **You** must provide when requested evidence of value and age for all items involved in a claim.
- 8) **You** must not abandon any property to the **insurer** without their written permission.
- 9) If the **property** is let **you** must be able to provide on request a copy of the tenancy agreement and proof of receipt of the deposit.

If **you** fail to comply with any of the above duties, it may invalidate **your** claim.

How the insurer will deal with your claim

- 1) Defence of claims

The **insurer** may:

- a) Take full responsibility for conducting, defending or settling any claim in **your** name.
 - b) Take any action **they** consider necessary to enforce **your** rights or their rights under this **policy**.
- 2) Other insurance

The **insurer** will not pay a claim if any loss, damage or liability covered under this **policy** is also covered wholly or partly under any other insurance. This clause does not apply to fatal injury (section 2, contents-H).

- 3) Fraudulent claims

If **you**, or anyone acting on **your** behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, this **policy** will be invalid and any claims will not be paid. **You** may also be liable to criminal prosecution.

Policy Document

Section I - Basic Legal Expenses

This section only applies if **your schedule** includes basic legal expenses. Refer to the booklet “Those All Important Extras” if you have one of our other legal expenses policies.

WHAT IS COVERED

This **policy** covers:

This insurance covers the legal **costs** of pursuing or defending **legal action** within the **United Kingdom** up to a maximum of £25,000 for **incident(s)** occurring within the **United Kingdom** and within the **period of insurance**, and as detailed under the separate sections of cover below:-

Consumer pursuit and defence

- 1) **Costs** to pursue a **legal action** following a breach of a contract **you** have for buying or renting goods or services for **your** private use
- 2) **Costs** to defend a **legal action** brought against **you** following a breach of a contract **you** have for selling **your** own personal goods

Property infringement and damage

- 3) **Costs** to pursue a **legal action** for nuisance or trespass against the person or organisation infringing **your** legal rights in relation to the **property**
- 4) **Costs** to pursue a **legal action** for damages against a person or organisation that causes physical damage to the **property**.

Property sale and purchase

- 5) **Costs** to pursue or defend a **legal action** arising from a breach of a contract for the sale or purchase of the **property**.

Legal helpline

- 6) 24 hour telephone service for advice on private legal issues

WHAT IS NOT COVERED

The **insurer** will not pay for losses or **costs** of **legal action**:

Under all sections, cover is excluded:

- a) For employment, accidental death or personal injury disputes
 - b) Arising or proceeding outside the **United Kingdom**
 - c) Where costs are incurred without prior consent of the **insurer**
 - d) From disputes between persons **insured** on this **policy**
 - e) Where **costs** are covered by another insurance **policy**
 - f) Directly or indirectly arising from planning law
 - g) Directly or indirectly arising from altering or constructing buildings for **your** use
 - h) Where disputes relate to fines or penalties
- a) Where the amount in dispute is less than £250+VAT
 - b) Where the breach occurred before the **period of insurance**
 - c) For disputes with **tenants** or **occupants**
 - d) For disputes involving insurance company settlements
 - e) For financial services disputes arising from the sale or performance of products/services provided to you
 - f) Involving a vehicle owned by You or which You are legally responsible for
- a) For the first £250 for **property** infringement disputes
 - b) Where nuisance or trespass started within 180 days of purchasing this cover unless **you** held equivalent cover for at least 180 days prior to nuisance or trespass starting
 - c) Where **property** damage occurred prior to first purchasing cover
 - d) For works under the order of or by government, public or local authorities
 - e) For adverse **property** possession
 - f) In respect of a contract **you** entered into
 - g) Directly or indirectly from **subsidence, heave, landslip**, mining or quarrying
- a) Where the amount in dispute is less than £250+VAT
 - b) Where **you** purchased this policy after the date you completed the sale or purchase of the **property**

Policy Document

Section I - Basic Legal Expenses

Settling claims - basic legal expenses

How the insurer will deal with your claim

To make a claim, simply call the 24/7 legal helpline on **0330 660 0660** quoting 'HomeProtect' and if possible, **your** policy number, to start a claim. It is important to call this number as soon as **you** are aware of any potential claim or circumstances which may give rise to a claim.

As long as there is at least a 50% chance of winning and achieving a positive outcome, a solicitor will be appointed from a panel, or their agents, to handle **your** case. In forming this view, independent legal advice may be taken at any time and consideration will be given to **your** chances of:

- Being able to recover the amount of money at stake or
- Being able to enforce a judgement or
- Being able to achieve an outcome which best serves **your** interests.

Complaints

Our aim is to get it right, first time, every time. If **we** make a mistake, **we** will try to put it right straightaway. If **you** are unhappy with the service provided or have any cause for complaint about your basic legal expenses cover, please get in touch as follows:

Arc Legal Assistance Ltd

PO Box 8921

Colchester

CO4 5YD

0330 660 3652

customerservice@arclegal.co.uk

If **we** cannot resolve the matter to **your** satisfaction, **we** will provide **you** with **our** final response so that **you** can, if **you** wish, refer the matter to the Financial Ombudsman Service. If **you** make a complaint, **your** right to legal action against **us** is not affected.

Additional exclusions applicable to basic legal expenses

There is no cover where:-

- a) Something **you** do or fail to do prejudices **your** position or the position of the **insurer** in connection with the **legal action**.
- b) **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed.
- c) An estimate of **advisers' costs** of acting for **you** is more than the amount in dispute.
- d) **Advisers' costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which **we** have given **our** prior written approval.

There is no cover for:-

- a) Claims where loss or damage is insured under any other insurance.
- b) Claims made by or against Avantia Insurance Limited, **your insurer, legal adviser or us**.
- c) Any claim **you** make which is false or fraudulent or exaggerated.
- d) Defending legal actions arising from anything **you** did deliberately or recklessly.
- e) **Costs** if **your** claim is part of a class action or will be affected by or will affect the outcome of other claims.

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

- a) A dispute between **you** and someone **you** live with or have lived with.
- b) **Your** business trade or profession other than as an employee.
- c) An application for a judicial review.
- d) Defending or pursuing new areas of law or test cases.

Policy Document

Section I - Conditions Applicable to Basic Legal Expenses

Additional conditions applicable to basic legal expenses

- a) **You** must claim within 180 days of the **incident** first occurring. There will be no cover under this **policy** if a delay in reporting the claim prejudices **our** position.
- b) **We** may conduct legal action in your name. Subject to **your** consent which shall not be unreasonably withheld **we** may reach a settlement of the **legal action**.
- c) If any claim covered under this policy is also covered by another legal expenses **policy**, or would have been covered if this policy did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.
- d) **You** must supply all information requested by the **legal adviser** and **us**. **You** must also instruct the **legal adviser** to provide all information requested by **us** at their own cost.
- e) If court proceedings are issued or a conflict of interest arises, **you** can nominate a **legal adviser** to act for **you**. In this instance, **you** will be responsible for any **costs** in excess of our **standard adviser's costs**. The **legal adviser** must represent **you** in accordance with **our** standard conditions of appointment available on request.
- f) The **legal adviser** will:
 - i. Indicate the prospects of success and prospects of enforcing any judgment obtained.
 - ii. Keep **us** advised of all developments and provide information we may require including all costs incurred.
 - iii. Advise **us** of offers to settle and payments to court. If against **our** advice such offers or payments are not accepted, cover under this insurance shall be withdrawn unless **we** agree in absolute discretion to allow the case to proceed.
 - iv. Submit bills for assessment or certification by the appropriate body if requested by **us**.
 - v. Attempt recovery of costs from third parties.

- g) In the event of a dispute regarding **legal advisers' costs** you may be required to change **legal adviser**.
- h) The **insurer** shall only be liable for **costs** for work expressly authorised by **us** in writing and undertaken while there are prospects of success.
- i) **You** are responsible for all **costs** if **you** withdraw from legal proceedings without **our** prior consent. Any **costs** already paid under this insurance will be reimbursed by **you**.

Cancellation

This cover is provided automatically as part of **your** main insurance contract and cannot be cancelled by **you** in isolation. However, **we** reserve the right to cancel cover by giving 14 days' notice in writing to **you**. We will only do this in exceptional circumstances as a result of **you** behaving inappropriately, for example where there is a reasonable suspicion of fraud or **you** direct threatening or abusive behaviour at **our** staff or agents.

Authorisation

This cover is provided by Arc Legal Assistance Limited, specialist legal services providers, and is underwritten by AmTrust Europe Limited on whose behalf they act.

- Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority.

The Firm Reference Number is 305958 which can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register.

AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG, Registered Number: 1229676. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at www.fca.org.uk

Policy Document

Section 2 - Basic Home Emergency

This section only applies if **your schedule** includes basic home emergency. Refer to the booklet “Those All Important Extras” for our other home emergency options.

WHAT IS COVERED

This **policy** covers:

This insurance covers **emergency repair** costs to **residences** within the **territorial limit** for **emergencies** up to a maximum of £200 per claim and not exceeding £600 in any **period of insurance** as follows:-

Burst pipes

- Bursting or sudden leakage of water pipes within the insured **residence** likely to cause further damage to the **residence** or contents

Drains and sewers

- Failure of or damage to underground drains or sewers

Mains services

- Failure of **your mains services** for which **you** are legally responsible

Pest infestation

- Removal of wasp nests, field or house mice or brown rats within **your residence**

Failure of sanitary facilities excluding Saniflow toilets

- Damage to, or mechanical failure of, the only toilet or cistern in the **residence** causing complete loss of function

Security emergency

- Break-in or vandalism affecting security of the **residence**

Roofing damage

- Missing or dislodged tiles likely to cause further damage

Emergency helpline

- 24 hour telephone service for emergency repairs

WHAT IS NOT COVERED

The **insurer** will not pay for losses or damage relating to:

Under all sections, cover is excluded for:-

- Heating systems involving a boiler or warm air unit
- Any situation resulting from the loss or theft of keys which prevents normal access to the insured **residence**
- Before the **period of insurance** starts or within 48 hours of the first purchase of this **policy**
- The results of hard water scaling deposits
- Dripping taps, burst or leaking flexible hoses, leaking washing appliances fitted with a stop tap or leaking overflows
- Slow seepage from joints or gaskets which is not sudden
- Breakage of any sink, bidet bath or shower base
- Air locks or water hammer in central heating piping or radiators
- Blockage of soil or waste pipes from sinks, bidets, baths or showers
- Failure of cesspits, septic tanks and associated pipe work
- Utility companies interrupting or disconnecting **mains services** or any equipment they are responsible for
- Services beyond the boundary of **your residence**, or **your** part of the sole or shared supply system or piping
- Infestations or pests in gardens or outbuildings
- Damage caused by the pest(s) or by their removal
- Claims where there is another working toilet in the **residence**
- Cost of replacement ceramics or parts
- Breakage of internal glass or doors
- Any loss not reported to the Police
- Flat or tarpaulin roofs
- Blocked or misaligned guttering

Policy Document

Section 2 - Basic Home Emergency

Settling claims - basic home emergency

How the insurer will deal with your claim

Simply call the 24/7 emergency helpline on **0330 660 0660** quoting 'HomeProtect' and if possible, **your** policy number, to start a claim. You must call as soon as **you** are aware of any potential **emergency** which may give rise to a claim.

This insurance is designed to cover **emergencies** that necessitate immediate action to make **you** and **your residence** safe, secure or to avoid further damage. An **approved contractor** will assess and

- Carry out **emergency repairs** to **your residence** to stabilise the situation and remove the **emergency** or
- Where the cost of a **permanent repair** is similar an **emergency repair**, **we** may at **our** sole discretion, authorise our **approved contractor** to make a **permanent repair**.

Whilst **we** always do **our** best to respond quickly remote geographical locations or unforeseeable adverse conditions may prevent us from providing the normal standard of service. **We** also cannot be responsible for inconvenience, loss or damage caused by a delay in manufacturers, suppliers or agents supplying spare parts.

Complaints

Our aim is to get it right, first time, every time. If **we** make a mistake, **we** will try to put it right straightaway. If **you** are unhappy with the service provided or have any cause for complaint about your basic home emergency cover, please get in touch as follows:

Quality Department

Intana, Sussex House
Perrymount Road,
Haywards Heath
West Sussex
RH16 1DN
0330 660 3630
quality@intana-assist.com

If **we** cannot resolve the matter to **your** satisfaction, **we** will provide **you** with our final response so that you can, if **you** wish, refer the matter to the Financial Ombudsman Service. If you make a complaint, **your** right to legal action against **us** is not affected.

Important – major emergencies

Major Emergencies which may result in serious damage or danger 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
NATIONAL GAS EMERGENCY SERVICE ON 0800 111 999.

Additional exclusions applicable to basic home emergency

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

- a) Faults, damage or infestation you were aware of when you purchased cover.
- b) Repairs covered by another policy or maintenance agreement.
- c) The consequence of pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
- d) Failure of any computer or other electrical component to recognise correctly any date and its true calendar date; or failure caused by computer viruses.
- e) Equipment not installed, serviced or maintained in accordance with statutory regulations or manufacturer's instructions.
- f) Subsequent claims arising from the same cause or event when **you** have not acted on the advice of **our approved contractor** to ensure the original fault received a **permanent repair**.
- g) CCTV, fire, security or surveillance systems or to swimming pools, ponds or fountains.
- h) **Residences left unoccupied** for 30 consecutive days or more.
- i) Any **emergency** where no fault is found or when **you** have not notified **us** and received our prior agreement.
- k) An **emergency** affecting any other property or communal/shared areas of **your residence**.
- l) Malicious or wilful act, negligence, misuse, third party interference or faulty workmanship, attempted repairs or modifications not meeting industry standards.
- m) Gaining necessary access to the **residence** to fix the **emergency**.
- n) The cost of **permanent repairs** once the **emergency** has been resolved, including any redecoration or making good the fabric of the **residence**.
- o) The provision of, or delay in, providing service to which this insurance relates unless **our** negligence can be proved. An example would be loss of wages as a result of an **emergency**.

Policy Document

Important Information

Basis of application and cancellation details

- a) **We** will insure **you** under this **policy** only if **you** keep to the terms and conditions of this **policy**.
- b) **You** must take all reasonable steps to protect the insured **residence** and prevent loss and damage and to maintain the insured **residence** in sound condition and good repair.
- c) If a claim is fraudulent in any respect all benefit under this **policy** will be forfeited.
- d) **We** may take proceedings at **our** expense and for **our** 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 **us** to recover any costs **we** have incurred from any third party who may be liable for the costs.
- e) When **you** become aware of a possible claim under this **policy**, **you** must notify **us** immediately. If for any reason **we** allow **you** to use **your** own **approved contractor**, **you** should obtain an estimate for the work and contact **us** for authorisation to continue with the repair. **You** must then at **your** own expense supply **us** with a written statement and other supporting documentation that **we** may require to substantiate **your** claim as soon as is reasonably possible.
- f) **You** must promptly pay **us** or the **approved contractor** for all work authorised by **you** which is not covered under this insurance **policy**.
- g) If any loss, damage or expense covered under this policy is also covered by any other insurance or maintenance contract, **you** must provide **us** with full details of the other contract. **We** will not pay more than a fair and rateable proportion of any claim.
- h) **You** must be in attendance when the approved contractor arrives at the insured **residence**.
- i) **You** must advise the Police immediately of any loss or damage arising from theft, attempted theft, vandalism or malicious act.
- j) If there is any dispute about the **policy** interpretation, or if **we** have accepted a claim but there is a disagreement over the amount **we** will pay, **we** will offer **you** the option of resolving this by using arbitration.

Cancellation

This cover is provided automatically as part of **your** main insurance contract and cannot be cancelled by **you** in isolation. However, **we** reserve the right to cancel cover by giving 14 days' notice in writing to **you**. We will only do this in exceptional circumstances as a result of **you** behaving inappropriately, for example where there is a reasonable suspicion of fraud or **you** direct threatening or abusive behaviour at our staff or agents.

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.

Policy Document

Important Information

Basis of application and cancellation details

What you have told us

When taking out, renewing or changing **your policy**, **you** must take care to provide accurate and complete answers to all questions we **ask**. **Your policy** is based on **your** answers which are summarised within **your statement of fact**. If **you** deliberately or recklessly withhold or misrepresent information, **insurers** are entitled by law to decline claims and to cancel **your policy**. It can also lead to criminal prosecution.

Changes in circumstance

You must tell **us** immediately of any changes that affect what **you** have told **us**; for example, if **you** move house or if anything happens to change the use, the nature or the amount of cover required. Remember if **you** are underinsured (if the amount **you** have chosen to insure is less than the amount to reinstate **your buildings, contents, valuables and personal possessions**) you will only be paid a proportion of any claim **you** might make.

Basis of advice

Please note **we** do not provide advice on how much **you** should insure **your buildings and contents** for. Any information or suggestions **we** offer are only to assist **you** in making **your** own choices on the sections and amount of cover you require.

Cooling off period

You are entitled to cancel this **policy** by contacting **us** within 14 days of either the date **you** receive **policy** documentation, or the date **you** purchased **your policy**, whichever is the latter.

If **you** have not made a claim, **we** will refund **your** premium in full. **We** reserve the right to retain any arrangement fee charged or to charge fees to cover our costs which may be deducted from any refund due. Please see the document: "Important Information About Our Insurance Services" for details of fees that apply.

Notice on information sharing

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 subscribers is available upon request or visit www.cueuk.org for more details.

During **your** application, the register may be searched and in the event of a claim, the information **you** supplied and other detail relating to the claim may be put on the register and made available to subscribers.

Cancellation and fees

The basic Home Emergency and/or Legal Expenses **policies** are a core part of **your** HomeProtect **policy** and cannot be cancelled independently of **your** Buildings or Contents cover.

If **we** or you cancel **your** core HomeProtect **policy**, **your** basic Legal Expenses and/or Home Emergency cover will be cancelled at the same time. There will be no additional fees or refunds due as a result of your basic legal expenses and/or Home Emergency **policies** being cancelled.

For details of policy fees, please refer to the "Important Information About our Insurance Services" document - which can be found on the HomeProtect website.



Policy Document

Complaints

We are here to help

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** have any questions about the administration of **your policy**, **you** should contact **us** on 0330 660 1000. Copies of our complaints procedures are also available by contacting this number. If **you** have any concerns about a claim **you** should refer the matter to the **insurer**. **Their** contact details are provided on **your schedule**.

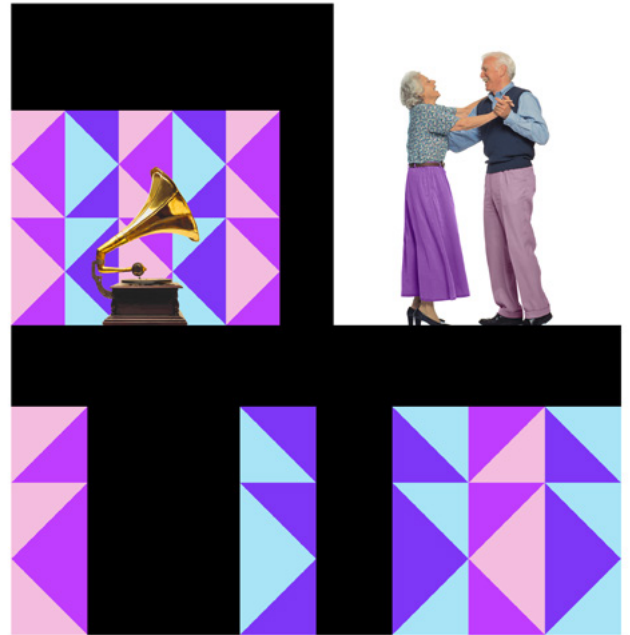
If **we** or the **insurer** cannot resolve the matter to **your** satisfaction, **we** will provide **you** with **our** final response so that **you** can, if **you** wish, refer the matter to the Financial Ombudsman Service. If **you** make a complaint, **your** right to legal action against **us** is not affected. Their contact details can be found on the final page of this booklet.

The Financial Services Compensation Scheme

If **we** or the **insurers** 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 about the Scheme is available from the Financial Services Compensation Scheme (7th floor Lloyd's Chambers, Portsocken Street, London E1 8BN) and on their website: 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.



Policy Document

Useful telephone numbers

For **your** convenience, we have listed below most of the telephone numbers **you** are likely to need for general enquiries, claims and complaints on **your schedule**.

For all numbers listed in this booklet, calls are recorded for training and monitoring purposes.

HomeProtect Sales and Customer Service

0330 660 1000

Mon-Fri 9am-8pm, Sat 9am-1pm

HomeProtect Claims

0330 660 0660

Open 24 hours, 7 days a week

Arc Legal Complaints:

Arc Legal Assistance Ltd

PO Box 8921

Colchester

CO4 5YD

0330 660 3652

customerservice@arclegal.co.uk

Intana Complaints:

Quality Department

Intana, Sussex House

Perrymount Road,

Haywards Heath

West Sussex

RH16 1DN

0330 660 3630

quality@intana-assist.com

Financial Ombudsman Service

Exchange Tower

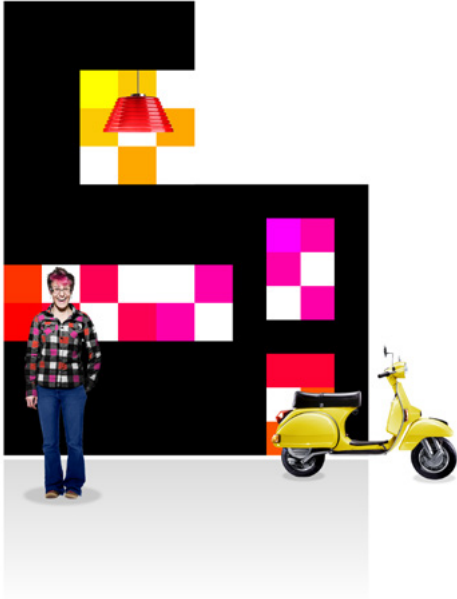
London

E14 9SR

0300 1239 123

Mon-Fri 9am-5pm





HomeProtect is a trading style of Avantia Insurance Limited.
Avantia Insurance Limited is authorised and regulated by the Financial Conduct Authority under Firm Reference No 304432.
Registered office address is Avantia House, 29 Thames Street, Kingston upon Thames, KT1 1PH.
Company Registration Number 4567760.