



Kay International
Insurance & Reinsurance

Residential Policy Document

Introduction

This certificate of insurance, schedule and any endorsement applying to your certificate forms your Home Insurance document. This document sets out the conditions of the contract of insurance between you and us. You should keep it in a safe place.

Please read the whole document carefully. It is arranged in different sections. It is important that

- i you are clear which sections you have requested and want to be included;
- i you understand what each section covers and does not cover;
- i you understand your own duties under each section and under the insurance as a whole.

Please contact your broker immediately if this document is not correct or if you would like to ask any questions.

Wherever the following words appear in this insurance they will have the meanings shown below.

Bodily injury	Bodily injury includes death or disease.
Buildings	<ul style="list-style-type: none">i the home and its decorationsi fixtures and fittings attached to the homei permanently installed swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fixed fuel tanks you own or for which you are legally liable and within the premises named in the schedule.
Contents	Household goods and personal property, within the home, which are your property or which you are legally liable for. Contents includes: <ul style="list-style-type: none">i tenant's fixtures and fittingsi carpetsi radio and television aerials, satellite dishes, their fittings and masts which are attached to the homei property in the open but within the premises up to GBP250 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the home)i money and credit cards up to GBP300 in totali deeds and registered bonds and other personal documents up to GBP1,500 in totali stamps or coins forming part of a collection up to GBP1,250 in totali gold, silver, gold and silver plated articles, jewellery and furs up to GBP2,500 or 10% of the sum insured for contents whichever is less, within the private dwellingi domestic oil in fixed fuel oil tanks up to GBP1,000 Contents does NOT include: <ul style="list-style-type: none">i motor vehicles (other than garden machinery) caravans, trailers or watercraft or their accessoriesi any living creaturei any part of the buildingsi any property held or used for business purposesi any property insured under any other insurance.
Credit cards	<ul style="list-style-type: none">i credit cards, charge cards, debit cards, bankers cards and cash dispenser cards.
Endorsement	A change in the terms and conditions of this insurance.
Europe	'Europe' will include: <ul style="list-style-type: none">i EU member states;i Norway and Switzerland;i all Mediterranean Islands;i all countries with a Mediterranean shoreline;i the Canary Islands;i Madeira; and journeys between these countries.
Home	The private dwelling of standard construction and the garages and outbuildings used for domestic purposes at the premises shown in the schedule.
Money	<ul style="list-style-type: none">i current legal tender, cheques, postal and money ordersi postage stamps not forming part of a stamp collectioni savings stamps and savings certificates, travellers' chequesi 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 home 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.
Personal possessions	Clothing, baggage, sports equipment and other similar items normally carried about the person and all of which belong to you Personal possessions does NOT include: i money and credit cards i pedal cycles.
Premises	The address which is named in the schedule.
Sanitary ware	Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.
Schedule	The schedule is part of this insurance and contains details of you, the premises, the sums insured, the period of insurance and the sections of this insurance which apply.
Standard construction	Built of brick, stone or concrete and roofed with slates, tiles, asphalt, metal or concrete.
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.
Valuables	i jewellery i furs i gold, silver, gold and silver plated articles i pictures.
We / us / our	The Certain Insurance Companies who have a share in this insurance.
You / your / insured	The person or persons named in the schedule and all members of their family who permanently live in the home.
Your broker	The insurance broker who placed this insurance on your behalf.

GENERAL CONDITIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE

Each home included under this insurance is considered to be covered as if separately insured.

Your duties

1. You must take all reasonable steps to prevent loss, damage or an accident and keep the buildings in a good state of repair.
2. You must tell your broker immediately if you

- i stop using the home as your permanent private residence
- i regularly leave the home unattended by day or night other than for your normal job of work, or
- i leave the home without an occupant for more than 30 consecutive days.

When we receive this notice we have the option to change the conditions of this insurance.

3. You must tell your broker before you start any conversions, extensions or other structural work to the buildings. When we receive this notice we have the option to change the conditions of this insurance.

If you fail to comply with any of the above duties this insurance may become invalid.

COOLING OFF PERIOD

You are entitled to cancel this insurance by writing to your broker within 14 days of either:

1. The date you receive your insurance documentation; or
2. The start of the period of insurance

whichever is the later.

CANCELLATION

1. We can cancel this insurance by giving you 30 days' notice in writing. Any return premium due to you will depend on how long this insurance has been in force.
2. You can also cancel this insurance at any time by writing to your broker. Any return premium due to you will depend on how long this insurance has been in force and whether you have made a claim.

Data Protection Act 1998

You should understand that any information you have provided will be processed by us, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to other parties.

GENERAL EXCLUSIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE

Micro-Organism Clause

This agreement does not cover any loss, damage, claim, cost, expenses or other sum directly or indirectly arising out of or relating to:

Mould, mildew, fungus, spores or other micro-organism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health.

This exclusion applies regardless whether there is (i) any physical loss or damage to insured property; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use; occupancy; or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns.

This Exclusion replaces and supersedes any provision in this Agreement that provides insurance, in whole or in part, for these matters.

Contamination and Pollution Exclusion Clause

1. This Agreement shall not cover any loss or damage due to contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic and disease including but not limited to foot and mouth disease, pollution, adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health.
2. This exclusion does not apply if such loss or damage arises out of one or more of the following perils
 - i Fire, Lighting, Explosion, Impact of Aircraft
 - i Vehicle Impact, Sonic Boom
 - i Accidental escape of water from any tank or apparatus or pipe
 - i Riot, Civil Commotion, Malicious Damage
 - i Storm, Hail
 - i Flood, inundation
 - i Earthquake
 - i Landslide, Subsidence
 - i Pressure of Snow, Avalanche
 - i Volcanic Eruption
3. All other terms and conditions of this Agreement shall be unaltered and especially the exclusions shall not be superseded by this clause.

Radioactive Contamination and Explosive Nuclear Assemblies Exclusion Clause – NMA 1622

This agreement does not cover:

- a) Loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising therefrom or any consequential loss
- b) Any legal liability of whatsoever nature directly or indirectly caused or contributed to by or arising from
 - (i). Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
 - (ii). The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Electronic Data Endorsement – NMA 2915

1. Electronic Data Exclusion

Notwithstanding any provision to the contrary within this Agreement or any endorsement thereto, it is understood and agreed as follows:

- a) This Agreement does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of ELECTRONIC DATA from any cause whatsoever (including but not limited to COMPUTER VIRUS) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

ELECTRONIC DATA means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment.

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 whatsoever nature. COMPUTER VIRUS includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

- b) However, in the event that a peril listed below results from any matters described in paragraph (a) above, this Agreement, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the original policy period to the property insured by the original policy directly caused by such listed peril.

Listed Perils

Fire

Explosion

2. Electronic Data Processing Media Valuation

Notwithstanding any provision to the contrary within this Agreement or any endorsement thereto, it is understood and agreed as follows:

Should electronic data processing media insured by this Agreement suffer physical loss or damage insured by this Agreement, then the basis of valuation shall be the cost of the blank media plus the cost of copying the ELECTRONIC DATA from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such ELECTRONIC DATA. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this Agreement does not insure any amount pertaining to the value of such ELECTRONIC DATA to the Assured or any other party, even if such ELECTRONIC DATA cannot be recreated, gathered or assembled.

War And Civil War Exclusion Clause – NMA 464

Notwithstanding anything to the contrary contained herein this Policy does not cover Loss or Damage directly or indirectly occasioned 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.

Nuclear Energy Risks Exclusions Clause

This agreement shall exclude Nuclear Energy Risks whether such risks are written directly and / or via Pools and / or Associations.

For the purposes of this agreement Nuclear Energy Risks shall be defined as all first party and or third party insurances in respect of:

- i) Nuclear reactors and nuclear power stations or plant.
- ii) Any other premises or facilities whatsoever related to or concerned with:
 - (a) the production of nuclear energy or
 - (b) the production or storage or handling of nuclear fuel or nuclear waste
- iii) Any other premises or facilities eligible for insurance by any local Nuclear Pool and / or Association.

Terrorism Exclusion Endorsement – NMA 2920

Notwithstanding any provision to the contrary within this insurance or any endorsement thereto it is agreed that this insurance excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and / or to put the public, or any section of the public, in fear.

This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If the Underwriters allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this insurance the burden of providing the contrary shall be upon the Assured.

In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

Asbestos Endorsement

- 1) This Policy only insures asbestos physically incorporated in an insured building or structure, and then only provides indemnity in respect of that part of the asbestos which has been physically Damaged during the Period of Insurance by one of these Listed Perils;
Fire, lightning, explosion, aircraft, riot or civil commotion, earthquake, subterranean fire, storm or flood, escape of water, impact, sprinkler leakage, subsidence.
This coverage is subject to all limitations in the Policy to which this endorsement is attached and in addition to each of the following specific limitations:
 - a) The said building or structure must be insured under this Policy for Damage by a Listed Peril.
 - b) The Listed Peril must be the immediate sole cause of the Damage to the asbestos.
 - c) The Insured must report to the Underwriters the existence and cost of the Damage as soon as practicable after the Listed Peril first Damaged the asbestos.However this Policy does not insure any such Damage first reported to the Underwriters more than 12 (twelve) months after the expiration or termination of the Period of Insurance.
This Policy shall provide no cover (whether for physical Damage business interruption delay of repair or other consequential loss) in respect of:
 - i) Wear and tear or inherent defect, quality or vice in or of any asbestos
 - ii) Any compliance with or breach of any legal or other duty or obligation (including without limitation any duty arising from any contract or statute, or any instruction, request or order of any court or governmental or regulatory authority) of any person in connection with the design manufacture installation use retention treatment management repair replacement or removal of any asbestos (Damaged or otherwise) or
 - iii) Any asbestos which the Listed Peril has not physically Damaged.
- 2) Except as set forth in the foregoing Part A. of this endorsement, this Policy does not insure asbestos or any interest relating thereto.

Asbestos Exclusion (Liability Section Only)

This agreement does not cover any loss cost or expense directly or indirectly arising out of, resulting as a consequence of, or related to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use of or exposure to Asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or in any sequence to a loss.

Existing and Deliberate Damage

We will not pay for loss or damage

- o occurring before cover starts or arising from an event before cover starts
- o caused deliberately by you or any member of your home
- o due to consequential loss of any kind or description.
- o

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 insurance but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

Diminution in value

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

Wear and Tear

We will not pay for damage caused by wear and tear or any other gradually operating cause.

CLAIMS CONDITIONS APPLICABLE TO THE WHOLE OF THIS INSURANCE

Your duties

In the event of a claim or possible claim under this insurance

1. you must notify your broker as soon as possible giving full details of what has happened.
2. you must provide your broker with written details of what has happened within 30 days and provide any other information we may require.
3. you must forward to your broker within 3 days notice of the claim, if a claim for liability is made against you, any letter, claim, writ, summons or other legal document you receive.

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.
 5. you must not admit liability or offer or agree to settle any claim without our written permission.
 6. you must take all reasonable care to limit any loss, damage or injury.
 7. you must provide us with reasonable evidence of value or age (or both) for all items involved in a claim.
 8. you must not abandon any property to us without our written permission.
- If you fail to comply with any of the above duties this insurance may become invalid

How we deal with your claim

1. Defence of claims

We may

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

2. Other insurance

We will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurance had this insurance not been effected.

This clause does not apply to fatal injury (section two-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 insurance shall be invalid and all claims shall be forfeited.

Section one

Buildings	
What is covered	What is not covered
This insurance covers the buildings for loss or damage directly caused by	We will not pay
1. fire, lightning, explosion or earthquake	the amount stated in the schedule
2. aircraft and other flying devices or items dropped from them	the amount stated in the schedule
3. storm, flood or weight of snow	(a) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of section one (b) for loss or damage to domestic fixed fuel-oil tanks in the open, swimming pools, tennis courts, drives, patios and terraces, gates and fences (c) the amount stated in the schedule
4. escape of water from and frost damage to fixed water tanks, apparatus or pipes	(a) for loss or damage caused by subsidence, heave or landslip other than as covered under number 9 of section one (b) for loss or damage to domestic fixed fuel-oil tanks and swimming pools (c) the amount stated in the schedule (d) for loss or damage while the home are not furnished enough to be normally lived in
5. escape of oil from a fixed domestic oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	(a) the amount stated in the schedule (b) for loss or damage caused by faulty workmanship (c) for loss or damage while the home are not furnished enough to be normally lived in
6. theft or attempted theft	(a) for loss or damage while the home is not furnished enough to be normally lived in (b) for loss or damage while the home is lent, let or sublet unless the loss or damage follows a violent and forcible entry (c) the amount stated in the schedule
7. collision by any vehicle or animal	the amount stated in the schedule
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	(a) for loss or damage while the home is not furnished enough to be normally lived in (b) the amount stated in the schedule
9. subsidence or heave of the site upon which the buildings stand or landslip	(a) for loss or damage to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless the private dwelling is also affected at the same time by the same event (b) for loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event (c) for loss or damage arising from faulty design, specification, workmanship or materials (d) for loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law (e) the first GBP1,000 of every claim or the amount stated in the schedule, if higher (f) for loss or damage caused by coastal erosion (g) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions
10. breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts	(a) for loss or damage to radio and television aerials, satellite dishes, their fittings and masts (b) the amount stated in the schedule
11. falling trees, telegraph poles or lamp-posts	(a) for loss or damage caused by trees being cut down or cut back within the premises (b) for loss or damage to gates and fences (c) the amount stated in the schedule

Section one

Buildings	
What is covered	What is not covered
This section of the insurance also covers	We will not pay
A. the cost of repairing accidental damage to <ul style="list-style-type: none"> i fixed glass and double glazing (including the cost of replacing frames) i solar panels i sanitary ware i ceramic hobs all forming part of the buildings	(a) for damage while the buildings are not furnished enough to be normally lived in (b) the amount stated in the schedule
B. the cost of repairing accidental damage to <ul style="list-style-type: none"> i domestic oil pipes i underground water-supply pipes i underground sewers, drains and septic tanks i underground gas pipes i underground cables which you are legally liable for	the amount stated in the schedule
C.i loss of rent due to you which you are unable to recover <ul style="list-style-type: none"> i additional costs of alternative accommodation, substantially the same as your existing accommodation, which you have to pay for while the buildings cannot be lived in following loss or damage which is covered under section one 	any amount over 10% of the sum insured for the buildings damaged or destroyed
D. expenses you have to pay and which we have agreed in writing for <ul style="list-style-type: none"> i architects', surveyors', consulting engineers' and legal fees i the cost of removing debris and making safe the building i costs you have to pay in order to comply with any Government or local authority requirements following loss or damage to the buildings which is covered under section one 	(a) any expenses for preparing a claim or an estimate of loss or damage (b) any costs if Government or local authority requirements have been served on you before the loss or damage
E.increased domestic metered water charges you have to pay following an escape of water which gives rise to an admitted claim under number 4 of section one	more than GBP750 in any period of insurance. If you claim for such loss under sections one and two, we will not pay more than GBP750 in total
F.anyone buying the home who will have the benefit of section one until the sale is completed or the insurance ends, whichever is sooner	if the buildings are insured under any other insurance

Section one

Buildings (continued)

Accidental damage to the buildings

The following applies only if the schedule shows that Accidental Damage to the buildings is included.

What is covered	What is not covered
This extension covers accidental damage to the buildings	We will not pay (a) for damage or any proportion of damage which we specifically exclude elsewhere under section one (b) for the buildings moving, settling, shrinking, collapsing or cracking (c) for damage while the home is being altered, repaired, cleaned, maintained or extended (d) for damage to outbuildings and garages which are not of standard construction (e) for damage while the home is lent, let or sublet (f) for the cost of general maintenance (g) for damage caused by infestation, corrosion, damp, wet or dry rot, mould or frost (h) for damage arising from faulty design, specification, workmanship or materials (i) for damage from mechanical or electrical faults or breakdown (j) for damage caused by dryness, dampness, extremes of temperature or exposure to light (k) for damage to swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences and fuel tanks (l) for any damage caused by or contributed to by or arising from any kind of pollution and/or contamination (m) the amount stated in the schedule

Conditions that apply to section one (buildings) only

Settling claims

How we deal with your claim

1. If your claim for loss or damage is covered under section one, we will pay the full cost of repair as long as:

- i the buildings were in a good state of repair immediately prior to the loss or damage and
- i the sum insured is enough to pay for the full cost of rebuilding the buildings in their present form and
- i the damage has been repaired or loss has been reinstated.

If the buildings were not in a good state of repair we will deduct an amount from your claim.

2. We will not pay the cost of replacing or repairing any undamaged parts of the buildings which form part of a pair, set, suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

Your sum insured

3. We will not reduce the sum insured under section one after we have paid a claim as long as you agree to carry out our recommendations to prevent further loss or damage.

4. If you are under-insured, which means the cost of rebuilding the buildings at the time of loss or damage is more than your sum insured for the buildings, then we will only pay a proportion of the claim. For example if your sum insured only covers one half of the cost of rebuilding the buildings, we will only pay one half of the cost of repair or replacement.

Limit of insurance

We will not pay more than the sum insured for each premises shown in the schedule.

Section two

Contents	
What is covered	What is not covered
This insurance covers the contents for loss or damage directly caused by	We will not pay
1. fire, lightning, explosion or earthquake	
2. aircraft and other flying devices or items dropped from them	
3. storm, flood or weight of snow	for property in the open
4. escape of water from fixed water tanks, apparatus or pipes	
5. escape of oil from a domestic fixed oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation	for loss or damage caused by faulty workmanship
6. theft or attempted theft	(a) for loss or damage whilst the home is lent, let or sublet unless the loss or damage is caused by a violent and forcible entry (b) any amount over GBP500 or 3% of the sum insured for contents whichever is greater, within detached domestic outbuildings and garages
7. collision by any vehicle or animal	
8. any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously	
9. subsidence or heave of the site upon which the buildings stand or landslip	(a) for loss or damage following damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event (b) for loss or damage arising from faulty design, specification, workmanship or materials (c) for loss or damage which but for the existence of this insurance would be covered under any contract or a guarantee or by law (d) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions (e) for loss or damage by coastal erosion
10. falling trees, telegraph poles or lamp-posts	for loss or damage caused by trees being cut down or cut back within the premises

Section two

Contents (Continued)	
What is covered	What is not covered
<p>This section of the insurance also covers</p> <p>A. accidental damage to</p> <ul style="list-style-type: none"> i televisions, satellite decoders i audio and video equipment i radios i home computers, video cassette recorders <p>all situated within the home</p>	<p>We will not pay</p> <ul style="list-style-type: none"> (a) for damage or deterioration caused in the process of cleaning, repair, renovation, or dismantling (b) for damage to tapes, records, cassettes, discs or computer software (c) for mechanical or electrical faults or breakdown
<p>B. accidental breakage of</p> <ul style="list-style-type: none"> i fixed glass and double glazing i sanitary ware <p>forming part of the buildings which you are legally liable for as a tenant and do not have other insurance for</p> <ul style="list-style-type: none"> i mirrors i glass tops and fixed glass in furniture i ceramic hobs 	<p>for the cost of repairing, removing or replacing frames</p>
<p>C. the contents, if these are not already insured, whilst they are temporarily out of the home against loss or damage directly caused by:</p> <p>(i) any of the events insured under numbers 1-10 in section two while the contents are:</p> <ul style="list-style-type: none"> i in any occupied private dwelling i in any buildings where you are living or working i in any building for valuation, cleaning or repair i in any furniture store i in any bank or safe deposit <p>(ii) fire, lightning, explosion, earthquake, theft or attempted theft while the contents are being moved to your new home or to or from any bank, safe deposit or furniture store</p>	<ul style="list-style-type: none"> (a) for contents outside the United Kingdom (b) for money or credit cards (c) any amount over 20% of the sum insured under section two for contents in a furniture store
<p>D. up to twelve months rent you have to pay as occupier if the home cannot be lived in following loss or damage which is covered under section two</p>	<p>any amount over 10% of the sum insured under section two for the contents of the buildings damaged or destroyed</p>
<p>E. costs of using other accommodation, substantially the same as your existing accommodation, which you have to pay for if the home cannot be lived in following loss or damage which is covered under section two</p>	<p>any amount over 10% of the sum insured under section two for the contents of the buildings damaged or destroyed</p>
<p>F. your legal responsibility as a tenant for loss or damage to the buildings caused by loss or damage which is covered under section two</p>	<ul style="list-style-type: none"> (a) any amount over 10% of the sum insured under section two for the contents of the buildings damaged or destroyed (b) for loss or damage caused by fire, lightning or explosion to the buildings other than to the landlord's fixtures or fittings (c) for loss or damage arising from subsidence, heave or landslip (d) for loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously (e) for loss or damage while the buildings are not furnished enough to be normally lived in (f) the amount stated in the schedule
<p>G. the cost of repairing accidental damage to</p> <ul style="list-style-type: none"> i domestic oil pipes i underground water-supply pipes i underground sewers, drains and septic tanks i underground gas pipes i underground cables <p>which you are legally liable for as tenant only</p>	<p>the amount stated in the schedule</p>

Contents (Continued)	
What is covered	What is not covered
This section of the insurance also covers	We will not pay
H. fatal injury to you, happening at the premises, caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve months of such injury, for the following amounts: i GBP10,000 for each insured person over sixteen years of age, i GBP5,000 for each insured person under sixteen years of age, at the time of death	
I. costs you have to pay for replacing locks to safes, alarms and outside doors in the home following theft or loss of your keys	any amount over GBP250 in any period of insurance
J. increased domestic metered water charges you have to pay following an escape of water which gives rise to an admitted claim under number 4 of section two	more than GBP750 in any period of insurance. If you claim for such loss under sections one and two, we will not pay more than GBP750 in total

Accidental damage to contents

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

What is covered	What is not covered
This extension covers	We will not pay
accidental damage to the contents within the home	(a) for damage or any proportion of damage which we specifically exclude elsewhere under section two (b) for damage to contents within garages and outbuildings (c) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon (d) for damage caused by chewing, tearing, scratching or fouling by animals (e) any amount over GBP1,000 in total for porcelain, china, glass and other brittle articles (f) for money, credit cards, documents or stamps (g) for damage to contact, corneal or micro corneal lenses (h) for damage while the home is lent, let or sub let (i) for damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost (j) for damage arising out of faulty design, specification, workmanship or materials (k) for damage from mechanical or electrical faults or breakdown (l) for damage caused by dryness, dampness, extremes of temperature and exposure to light (m) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination (n) for the amount stated in the schedule

Conditions that apply to section two (contents) only

Settling claims

How we deal with your claim

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

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

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

The above basis of settlement will not apply to

- i clothes
- i pedal cycles

where we will take off an amount for depreciation.

2. We will not pay the cost of replacing or repairing any undamaged parts of the contents which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

Your sum insured

3. We will not reduce the sum insured under section two after we have paid a claim as long as you agree to carry out our recommendations to prevent further loss or damage.

4. If you are under-insured, which means the cost of replacing or repairing the contents at the time of the loss or damage is more than your sum insured for the contents, then we will only pay a proportion of the claim. For example if your sum insured only covers one half of the cost of replacing or repairing the contents, we will only pay one half of the cost of repair or replacement.

Limit of insurance

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

Section three

Accidents to Domestic Staff

This section applies only if the contents are insured under section two.

What is covered	What is not covered
We will indemnify you	We will not indemnify you
for amounts you become legally liable to pay, including costs and expenses which we have agreed in writing, for bodily injury by accident happening during the period of insurance anywhere in the world to your domestic staff employed in connection with the premises shown in the schedule	for bodily injury arising directly or indirectly <ul style="list-style-type: none">i from any vehicle outside the premisesi from any vehicle used for racing, pacemaking or speed testingi from any communicable disease or conditioni in Canada or the United States of America after the total period of stay has exceeded 30 days in the period of insurance

Limit of insurance

We will not pay more than GBP5,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which we have agreed in writing.

Section four

Legal Liability to the public

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

Part A

Part A of this section applies in the following way:

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

What is covered	What is not covered
<p>We will indemnify you</p> <p>(i) as owner or occupier for any amounts you become legally liable to pay as damages for</p> <ul style="list-style-type: none"> i bodily injury i damage to property <p>caused by an accident happening at the premises during the period of insurance,</p> <p>OR</p> <p>(ii) as a private individual for any amounts you become legally liable to pay as damages for</p> <ul style="list-style-type: none"> i bodily injury i damage to property <p>caused by an accident happening anywhere in the world during the period of insurance</p>	<p>We will not indemnify you for any liability</p> <p>(a) for bodily injury to</p> <ul style="list-style-type: none"> i you i any other permanent member of the home i any person who at the time of sustaining such injury is engaged in your service <p>(b) for bodily injury arising directly or indirectly from any communicable disease or condition</p> <p>(c) arising out of any criminal or violent act to another person or property</p> <p>(d) for damage to property owned by or in the charge or control of</p> <ul style="list-style-type: none"> i you i any other permanent member of the home i any person engaged in your service <p>(e) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the period of insurance</p> <p>(f) arising directly or indirectly out of any profession, occupation, business or employment</p> <p>(g) which you have assumed under contract and which would not otherwise have attached</p> <p>(Exclusions continued on next page)</p>

Section four

Legal Liability to the Public (continued)

Part A (continued)

	What is not covered
	<p>We will not indemnify you for any liability</p> <p>(h) arising out of your ownership, possession or use of:</p> <p>(i) any motorised or horsedrawn vehicle other than:</p> <p> i domestic gardening equipment used within the premises and</p> <p> i pedestrian controlled gardening equipment used elsewhere</p> <p>(ii) any power-operated lift</p> <p>(iii) any aircraft or watercraft other than manually operated rowing boats, punts or canoes</p> <p>(iv) any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991</p> <p>in respect of any kind of pollution and/or contamination other than:</p> <p> i caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the period of insurance at the premises named in the schedule; and</p> <p> i reported to us not later than 30 days from the end of the period of insurance;</p> <p>in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident</p> <p>(j) arising out of your ownership, occupation, possession or use of any land or building that is not within the premises</p> <p>(k) if you are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted</p>

Section four

Legal Liability to the Public (continued)

Part B

What is covered	What is not covered
<p data-bbox="229 275 379 309">We will pay for</p> <p data-bbox="229 309 730 427">sums which you have been awarded by a court in the United Kingdom and which still remain outstanding three months after the award has been made provided that:</p> <ul style="list-style-type: none"> <li data-bbox="229 465 730 555">• Part A(ii) of this section would have indemnified you had the award been made against you rather than to you <li data-bbox="229 555 730 589">i there is no appeal pending <li data-bbox="229 589 730 669">i you agree to allow us to enforce any right which we shall become entitled to upon making payment 	<p data-bbox="820 275 1082 309">We will not indemnify you</p> <p data-bbox="820 309 1219 342">for any amount in excess of GBP100,000</p>

Part C

We will indemnify you for	We will not indemnify you
<p data-bbox="229 730 730 907">any amount you become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any home previously owned and occupied by you</p>	<ul style="list-style-type: none"> <li data-bbox="820 730 1361 797">• for any liability if you are entitled to indemnity under any other insurance <li data-bbox="820 797 1361 819">• for the cost of repairing any fault or alleged fault

Limit of insurance

We will not pay

- in respect of pollution and/or contamination:

more than GBP2,000,000 in all

- in respect of other liability covered under section four:

more than GBP2,000,000 in all for Part A and C, and GBP100,000 for Part B for any one accident or series of accidents arising out of any one event, plus the costs and expenses which we have agreed in writing.

Section five

Valuables and personal possessions	
What is covered	What is not covered
<p>This insurance covers</p> <p>Valuables and personal possessions listed in the schedule (or specification(s) attached) against physical loss or damage within the geographical limits shown in the schedule</p>	<p>We will not pay</p> <p>(a) for damage caused by moth or vermin</p> <p>(b) for damage from electrical or mechanical faults or breakdown</p> <p>(c) any amount over GBP1,000 for any one item unless stated otherwise in the schedule or the specification(s) attached to the schedule</p> <p>(d) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon</p> <p>(e) for damage to guns caused by rusting or bursting of barrels</p> <p>(f) for breakage of any sports equipment whilst in use</p> <p>(g) for any loss of or damage to contact, corneal or micro corneal lenses</p> <p>(h) for theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under your personal supervision</p> <p>(i) the amount stated in the schedule in respect of unspecified items</p> <p>(j) for mobile telephones and computer equipment unless otherwise stated in the specification(s) attached to the schedule</p> <p>(k) any amount over GBP500 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant</p> <p>(l) any amount over GBP2,000 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during your absence from such rooms</p>

Conditions that apply to section five (valuables and personal possessions) only

How we deal with your claim

1. We will at our option repair, replace or pay for any article lost or damaged.
2. If any insured item which is part of a pair or set and has an insured value of GBP1,000 or over:
 - i we will not pay for the cost of replacing any undamaged or remaining items that form part of such pair or set.
 - i we will not pay more than the proportion that the lost or damaged item bears to the insured value of such pair or set.

Your sum insured

3. If the total value of unspecified items at the time of the loss or damage is more than your sum insured for such items, then we will only pay for a proportion of the claim.

For example if your sum insured only represents one half of the total value of unspecified items we will only pay one half of the cost of repair or replacement.

However, if personal possessions are lost or damaged away from the home we will not take account of the value of personal possessions in the home at the time of such loss or damage.

Limit of insurance

We will not pay more than the sum(s) insured shown in the schedule.

Section six

Domestic freezer cover

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

What is covered	What is not covered
Section two of this insurance extends to cover	We will not pay
the cost of replacing your food in your fridge or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes	(a) for loss or damage caused by any electricity or gas company cutting off or restricting your supply (b) for loss or damage due to the failure of your electricity or gas supply caused by a strike or any other industrial action

Limit of insurance

We will not pay more than the sum insured shown in the schedule.

Section seven

Pedal cycle cover

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

What is covered	What is not covered
Section two of this insurance extends to cover the following	We will not pay
the cost of repairing or replacing your pedal cycles following: i theft or attempted theft i accidental damage anywhere in the United Kingdom	(a) for loss or damage to: i tyres, i lamps, i accessories, unless the cycle is stolen or damaged at the same time (b) for damage from mechanical or electrical faults or breakdown (c) for loss or damage while the cycle is used for racing or pacemaking or is let out on hire or is used other than for private purposes (d) to replace a stolen cycle unless it was locked to an immovable object or kept in a locked building at the time of the theft

Limit of insurance

We will not pay more than the sum insured shown in the schedule.

Section eight

Money and credit card cover

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

What is covered	What is not covered
Section five of this insurance extends to cover the following	We will not pay
i theft or accidental loss of money i any amounts which you become legally liable to pay as a result of unauthorised use following loss or theft of your credit card(s) within the geographical limits shown in the schedule, provided that i within 24 hours of your discovering any such loss or theft, you have notified the police and, in the case of credit card(s), the card issuing company; and i you have complied with all other conditions under which your credit card(s) were issued to you	(a) to make up any shortages due to error or omission (b) for loss of value (c) the amount stated in the schedule

Limit of insurance

We will not pay more than the sum(s) insured shown in the schedule.



LEGAL SERVICES

Family Legal Solutions

Policy Document

Please read this Policy carefully to familiarise yourself with the terms and conditions, as well as the

- i Legal and tax helpline and
- i
- i The claim reporting procedures
- i

If you are unsure about anything in this document please contact who you purchased your policy from

Register today at www.araglegal.co.uk

Click on 'I am a Consumer' and enter voucher code AFE48BBE98B5 to:

- access the law guide
- download legal documents to help with personal legal matters
- have your documents reviewed by a solicitor to ensure they meet your specific requirements for a small fee

HELP WHEN YOU NEED IT:

- Personal Legal Advice available 24/7 on EU law
- UK tax advice available between 9.00am and 5.00pm Monday to Friday, phone

0844 581 0400

- You can report a claim between 9.00am and 5.00pm Monday to Friday on

0117 917 1698 OR

www.arag.co.uk/newclaims

The first part of this document provides a summary of your policy, while the full policy terms and conditions of this insurance contract can be found in the policy document starting on page 4.

What is Family Legal Solutions?

Family Legal Solutions is an insurance product that will help protect you and your family should you need to pursue or defend your legal rights. Legal issues can be complex and sometimes difficult to resolve, but with Family Legal Solutions you will have peace of mind knowing that we are with you every step of the way, by removing the financial burden that stressful legal situations can bring.

Family Legal Solutions is designed to help in a number of situations including:

- i If you have an employment dispute such as a claim for unfair dismissal or redundancy, or if during the course of your employment a criminal charge is or could be brought against you.
- i If you are dissatisfied over goods or services you have bought or there is a problem over the sale of private goods or your home.
- i disputes with your neighbours regarding a boundary dispute, noise or other legal nuisance
- i pursuing a claim for death or injury against a negligent third party.
- i helping you when there is a formal aspect or full enquiry into your personal tax affairs.
- i if your identity is used by another person to commit fraud or other crimes.

Our claims staff, and those appointed on your behalf, will be available to answer your questions, by telephone or e-mail, to provide you the reassurance you need at what can be a very difficult time.

When a claim does occur, we will appoint a solicitor, or another professional with the expertise in the area of law that matches your problem; this being a key component to providing maximum impact at outset.

But it doesn't end there.

Family Legal Solutions also gives you access to:

- i a 24 hour, 365 day legal helpline to provide advice on any personal legal matter within EU laws.
- i a service for downloading legal documents that might assist you with personal transactions. For example you can download a free will or power of attorney and you can build lots of other letters or forms to suit your personal circumstances from documents needed for buying and selling your home to letters of complaint or appeal.

Additionally, we can also help you find the right solicitor, even if the matter is not covered by this Policy, for example when moving home, or if you have matrimonial issues.

Who are ARAG?

ARAG plc is part of ARAG SE, one of the world leaders in legal insurance. ARAG is actively assisting customers in Europe and the USA, generating a premium income of over €1.5 billion. ARAG plc and Brit Syndicate 2987 at Lloyd's managed by Brit Syndicates Limited are authorised and regulated by the Financial Services Authority, registration number 452369 and 204930 respectively. This can be checked by visiting the FSA website at www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234. ARAG plc is covered by the Financial Ombudsman Service. www.ARAG.co.uk

Claims Procedure

If you need to make a claim or are considering carrying out a redundancy, you must notify us as soon as possible.

1. Under no circumstances should you instruct your own lawyer or accountant as we will not pay their costs and it could invalidate your cover.
2. You can request a claim form between 9am and 5pm Monday to Friday (except bank holidays) by telephoning 0117 917 1698 or online at www.arag.co.uk/newclaims (for our mutual protection and training purposes, calls may be recorded). Please have your policy schedule to hand.
3. We will issue you with a written acknowledgement within one working day of receiving your claim form.
4. Within five working days of receiving all the information needed to assess the availability of cover under the policy, we will write to you either:
 - ó confirming the appointment of a suitably qualified representative who will promptly progress the claim for you; or
 - ó if the claim is not covered, explaining in full why and whether we can assist in another way.

What happens if I change my mind after taking out the Policy?

The Policy provides you with a 14 day reflection period in which to decide whether you wish to continue. Cancellation is fully explained in condition 9 of the policy wording

What happens if the insurer cannot meet its liabilities?

Brit Syndicate 2987 at Lloyd's is covered by the Financial Services Compensation Scheme ('FSCS'). You may be entitled to compensation up to 90% of the cost of your claim in the unlikely event that the Insurer cannot meet its obligations. Further information about compensation scheme arrangements is available from the FSCS.

What happens if I have a complaint?

ARAG is committed to providing a first class service at all times. However, if a complaint arises, this should be addressed to our Customer Relations Department where we will arrange to have it reviewed at the appropriate level. We can be reached in the following ways:

ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN
customerrelations@arag.co.uk

0844 472 2938 (hours of operation are 9am-5pm, Monday to Friday excluding bank holidays, for our mutual protection and training purposes, calls may be recorded).

If a complaint remains unresolved, you may refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. The FOS can normally deal with complaints from small businesses with an annual turnover of less than €2 million. They can be contacted at:

Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London, E14 9SR
enquiries@financial-ombudsman.org.uk
0845 080 1800

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

If your complaint cannot be dealt with by the FOS, it can be referred for independent arbitration as explained in condition 6 of the policy. The arbitration shall be subject to the Arbitration Acts and the arbitrator's decision shall be binding on the parties.

Significant Features & Benefits	Significant Exclusions or Limitations	Policy Section
<p>The insurer will pay legal costs & expenses up to the limit of indemnity, including the cost of appeals for claims reported during the period of insurance for the following Insured Events.</p>	<p>The claim is always more likely than not to be successful and is reported immediately after the insured first becomes aware of the circumstances that could give rise to a claim occurring. The insured always agrees to use the appointed advisor nominated by us, prior to the issue of proceedings or in any claim through the small claims court.</p>	<p>YOUR POLICY COVER 3) 4)</p>
<p>1 EMPLOYMENT We will cover a dispute with a current, former or prospective employer relating to your contract of employment or related statutory rights.</p>	<p>Any claim solely relating to personal injury.</p>	<p>What is not insured under Insured Event 1 1)</p>
<p>2 CONTRACT We will cover a dispute arising out of an agreement or alleged agreement which you have entered into.</p>	<p>Any claim relating to: i the letting, leasing or licensing of land or buildings where the insured acts as the landlord i loans, mortgages, endowments, pensions, or any other financial or investment product i your business, venture for gain, profession or employment i a contract involving a motor vehicle i a settlement due under an insurance policy i construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 including VAT.</p>	<p>What is not insured under Insured Event 2 1) 2) 3) 4) 5) 6)</p>
<p>3 PROPERTY We will cover a dispute relating to material property following: a) an event which causes or could cause physical damage to material property including your principal home b) a public or private nuisance or trespass.</p>	<p>The first £250 of each and every claim relating to public or private nuisance or trespass.</p>	<p>INSURED EVENTS 3b)</p>
<p>4 PERSONAL INJURY We will cover an event causing you or any member of your family personal injury.</p>	<p>Any dispute relating to defending a claim other than defending a counter claim.</p>	<p>What is not insured under Insured Event 4 1)</p>
<p>5 TAX We will cover a formal aspect or full enquiry into your personal tax affairs.</p>	<p>Any claim relating to: i an investigation by the Specialist Investigations Branch of HM Revenue and Customs i an investigation under the Civil Investigation of Fraud procedure i the submission of returns or accounts where the HM Revenue & Customs levy a penalty or claim for interest or which contain negligent misstatements</p>	<p>What is not insured under Insured Event 5 1) 2) 3)</p>

	<ul style="list-style-type: none"> i a tax avoidance or tax efficient scheme i i a business or venture for gain of the insured. 	<p>4)</p> <p>5)</p>
<p>6 LEGAL DEFENCE</p> <p>We will cover work related prosecutions relating to:</p> <ul style="list-style-type: none"> i Health & Safety or the Data Protection Act i civil proceedings against the insured for unlawful discrimination. <p>We will cover the legal costs to defend a motoring prosecution or investigation or disciplinary hearing brought by any trade association, professional or regulatory body against the insured.</p>	<p>Any claim relating to:</p> <ul style="list-style-type: none"> i driving without motor insurance or a valid driving licence i a parking offence. 	<p>What is not insured under Insured Event 6</p> <p>1)</p> <p>2)</p>
<p>7 IDENTITY THEFT</p> <p>We will cover a dispute arising from the use of personal information without the insured's permission to commit fraud or other crimes.</p>	<p>Any claim relating to any money claimed, goods, a chose in action, or other property or equivalent costs obtained as a result of the identity theft.</p>	<p>What is not insured under Insured Event 7</p>
<p>Consumer Legal Services website</p> <p>You can download legal documents from our website to assist you with day-to-day personal legal issues. These include a standard will, power of attorney, letting your home and consumer complaints. Additionally, you will have access to various law guides.</p>	<p>Documents are restricted to personal matters within EU law. Many documents are free while others attract a modest fee.</p>	
<p>Legal & Tax Advice</p> <p>The insured is entitled to use the legal advice service 24/7 and the tax advice service between 9am - 5pm weekdays.</p>	<p>We will not put any advice in writing. Legal advice will be restricted to personal matters within EU law. Tax advice is restricted to UK tax regulations.</p>	
	<p>Territorial Limit</p> <p>The United Kingdom, Channel Islands and the Isle of Man, except for contract and personal injury where cover extends to the European Union.</p> <p>Limit of Indemnity</p> <p>£50,000 is the maximum the insurer will pay.</p> <p>Legal Costs & Expenses</p> <p>Cover only applies for own side's costs for contract and personal injury claims where the claim will be decided in a court within England & Wales and falls outside the jurisdiction of the small claims court. Also the insured must enter into a conditional fee agreement with the appointed advisor or the appointed advisor must enter into a collective conditional fee agreement with us.</p>	<p>MEANING OF WORDS & TERMS</p> <p>MEANING OF WORDS & TERMS</p> <p>MEANING OF WORDS & TERMS</p>

FAMILY LEGAL SOLUTIONS

This policy is evidence of the contract between You and the Insurer.

YOUR POLICY COVER

Following an Insured Event the Insurer will pay the Insured's Legal Costs & Expenses up to £50,000 including the cost of appeals provided that:

- 1) You have paid the insurance premium,
- 2) the Insured Event occurs within the Territorial Limit
- 3) the claim
 - i always has Reasonable Prospects of Success
 - i is reported to Us
 - during the Period of Insurance
 - immediately after the Insured first becomes aware of circumstances which could give rise to a claim under this policy
- 4) the Insured always agrees to use the Appointed Advisor nominated by Us in any claim
 - falling under the jurisdiction of an Employment Tribunal or the Small Claims Court, and/or
 - prior to the issue of proceedings
- 5) any proceedings or hearing are dealt with by a Court, tribunal or any other body that we agree to, in the Territorial Limit
- 6) in respect of a claim under Insured Events 1, 2 or 4 the Insured enters into a Conditional Fee Agreement with the Appointed Advisor or the Appointed Advisor enters into a Collective Conditional Fee Agreement with Us if the claim will be decided in a Court within England & Wales and falls outside the jurisdiction of the Small Claims Court

INSURED EVENTS COVERED

1 EMPLOYMENT

A dispute with the Insured's current, former or prospective employer relating to their contract of employment or related statutory rights

Provided that in respect of any claim falling under the jurisdiction of an Employment Tribunal the Insured agrees to use the Appointed Advisor nominated by Us

An employment dispute is deemed to have occurred once all internal dismissal, disciplinary and grievance procedures as recommended by the Advisory Conciliation and Arbitration Service (ACAS) Code of Practice have been or ought to have been concluded

What is not insured under Insured Event 1

- 1) Any dispute relating solely to personal injury
- 2) Defending any dispute other than defending a counter claim

2 CONTRACT

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

What is not insured under Insured Event 2

Any claim relating to

1. the letting leasing or licencing of land or buildings where the Insured acts as the landlord
2. loans, mortgages, endowments, pensions, or any other financial or investment product
3. a business, venture for gain, profession or employment of the Insured
4. contracts involving motor vehicles
5. a settlement due under an insurance policy
6. construction work on any land, or designing, converting or extending any building where the contract value exceeds £5,000 including VAT

3 PROPERTY

A dispute relating to material property which You own or is Your responsibility

- a) following an event which causes or could cause visible damage to Your material property including Your principal home
- b) following a public or private nuisance or trespass provided that the Insured is responsible for the first £250 of each and every claim

What is not insured under Insured Event 3

Any claim relating to

1. a contract entered into by an Insured
2. any building or land other than Your principal home
3. a motor vehicle
4. the compulsory purchase of, or restrictions or controls placed on Your property by any government, local or public authority
5. defending any dispute under 3 a) other than defending a counter claim

4 PERSONAL INJURY

An event causing the Insured personal injury

What is not insured under Insured Event 4

Any claim relating to defending any dispute other than defending a counter claim

5 TAX

A formal aspect or full enquiry into the Insured's their personal tax affairs provided that all returns are completed and have been submitted within the statutory timescales permitted

What is not insured under Insured Event 5

Any claim arising from or relating to

1. an investigation by the Special Civil Investigation Office or the Special Compliance Office of HM Revenue and Customs
2. an investigation under the Civil Investigation of Fraud procedure
3. the submission of returns or accounts where the HM Revenue & Customs levy a penalty or claim for interest or which contain negligent misstatements
4. a tax avoidance scheme
5. a business or venture for gain of the Insured

6 LEGAL DEFENCE

a) Work

Arising out of the Insured's work as an employee

- (i) prior to being charged when dealing with the police or Health & Safety Executive or others with the power to prosecute
- (ii) a prosecution brought against the Insured in a court of criminal jurisdiction
- (iii) civil proceedings brought against the Insured under legislation for unlawful discrimination

b) Motor

a motoring prosecution brought against the Insured

c) Other

- (i) a formal investigation or disciplinary hearing brought against the Insured by any trade association, professional or regulatory body
- (ii) being absent from work to attend any court, tribunal, arbitration, disciplinary hearing or regulatory proceedings at the request of the Appointed Advisor or whilst on Jury Service. The amount We pay shall not exceed £100 per day or part thereof less whatever is recoverable from the court or tribunal subject to a maximum of £1000

What is not insured under Insured Event 6

Any claim relating to

1. driving without motor insurance or a valid driving licence
2. parking offences

7 IDENTITY THEFT

A dispute arising from the use of the Insured's personal information without their permission to commit fraud or other crimes

What is not insured under Insured Event 7

Any money claimed, goods, loan repayments or other property or equivalent costs obtained as a result of the identity theft.

WHAT IS NOT INSURED BY THIS POLICY

The Insured is not covered for any claim arising from or relating to:-

1. Legal Costs & Expenses incurred before We accept a claim
2. any actual or alleged act, omission or dispute occurring prior to, or existing at the start of the policy, and which the Insured knew or ought reasonably to have known could give rise to a claim under this policy
3. where the amount in dispute is less than £100.
4. an allegation or prosecution against the Insured involving:
 - assault, violence or dishonesty;
 - malicious falsehood;
 - the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials;
 - illegal immigration;
 - offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences)
5. a dispute with another Insured or any members of the Insured's family
6. an Insured Event arising from an Insured's deliberate or reckless act
7. fines, penalties or compensation
8. a judicial review
9. patents, copyright, trade marks, passing-off, trade or service marks, registered designs, secrecy and confidential information
10. a dispute with Us or the Insurer not dealt with under Condition 6
11. defamation
12. a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
b) radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
c) war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.
d) pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed
e) any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, preventing or suppressing terrorist action. If the Insurer alleges that by reason of this exclusion any liability or loss is not covered by this Policy, the burden of proving the contrary shall be upon the Insured.
13. Group Litigation Orders

CONDITIONS WHICH APPLY TO THE WHOLE POLICY

Failure to keep to any of these conditions may lead the Insurer to cancel Your policy, refuse a claim or withdraw from an ongoing claim. The Insurer also reserves the right to recover Legal Costs & Expenses from the Insured should this occur

1. The Insured's Responsibilities

An Insured must

- a) observe and keep to the terms of the policy
- b) not do anything that hinders Us or the Appointed Advisor
- c) tell Us immediately after first becoming aware of any cause, event or circumstances which could give rise to a claim under this policy
- d) tell Us immediately of anything that may materially alter Our assessment of the claim
- e) cooperate fully with the Appointed Advisor and Us, give the Appointed Advisor any instructions We require, and keep them updated with progress of the claim
- f) provide Us with everything We need to help Us handle the claim
- g) take reasonable steps to recover Legal Costs & Expenses that the Insurer pays and pay to the Insurer all costs that are recovered should these be paid to You
- h) tell the Appointed Advisor to have the Legal Costs & Expenses assessed or audited if We require
- i) minimise any Legal Costs & Expenses and try to prevent anything happening that may cause a claim
- j) allow the Insurer at any time to take over and conduct in the Insured's name any claim, proceedings or investigation

2. The Appointed Advisor

- a) In certain circumstances as set out in 2 c) below the Insured may choose an Appointed Advisor. In all other cases no such right exists and We shall choose the Appointed Advisor.
- b) Where the Insured wishes to exercise their right to choose, they should write to Us with their chosen representative's name and address. The Insured's chosen Appointed Advisor must agree to act under Our standard terms of business and cooperate with Us at all times.
If we disagree over the appointment of an Appointed Advisor then We will agree for another suitably qualified person to decide the matter
- c) If We agree to start legal proceedings and the court or tribunal requires any representative to be legally qualified, or there is a conflict of interest, the Insured may choose a suitably qualified Appointed Advisor. The right of the Insured to choose never applies to Employment Tribunal, Tax or Small Claims Court claims unless there is a conflict of interest.
- d) If the Appointed Advisor refuses to continue acting for the Insured with good reason, the Insured dismisses the Appointed Advisor without good reason, or the Insured withdraws from the claim without Our written agreement, cover will end immediately unless We agree to appoint another Appointed Advisor.
- e) The Appointed Advisor must enter into a Conditional Fee Agreement with the Insured or a Collective Conditional Fee Agreement with Us if a claim under Insured Events 1, 2 or 4 will be decided by a Court within England & Wales and falls outside the jurisdiction of the Small Claims Court
- f) During the course of the relationship with Our panel of service providers, We may, for particular types of claim, receive a fee from the Appointed Advisor to whom the claim is sent. This fee (if it does apply), is a separate arrangement between Us and the Appointed Advisor, and will never compromise the Insured or any claim that is made under the policy

3. Our Consent

We must give Our written consent to the Insured to incur any Legal Costs & Expenses. The Insurer does not accept any liability for Legal Costs & Expenses incurred without Our written consent.

4. Settlement

- a) The Insurer has the right to settle the claim by paying the value of any claim.
- b) The Insured must not negotiate, settle the claim or agree to pay any Legal Costs & Expenses incurred without Our written agreement
- c) If the Insured refuses to settle the claim following
 - (i) a reasonable offer, or
 - (ii) advice to do so from the Appointed Advisor.the Insurer may refuse to pay further Legal Costs & Expenses.

5. Counsel's Opinion

We may require the Insured to obtain and pay for an opinion from counsel regarding the merits or value of the claim. If the opinion supports the Insured then the Insurer will pay for the opinion.

6. Arbitration

If there is a dispute between the Insured and Us about the handling of a claim or the choice of an Appointed Advisor, the matter must be referred through our formal complaints procedure which is explained on page 3 of this policy. We will do our best to address the Insured's concerns. If the matter remains unresolved the Insured can ask the Financial Ombudsman Service to review Our decision.

7. Dual Insurance

The Insurer will not pay for any claim covered by another policy, or any claim that would have been covered by any other policy if this policy did not exist.

8. Fraudulent Claims

If the Insured makes any claim under the policy which is fraudulent or false, the policy shall become void and all benefit under this policy will be forfeited including the premium.

9. Cancellation

- a) You may cancel the policy within 14 days of the date of issue of this policy with a full refund of the insurance premium paid.
- b) The Insurer may cancel the policy at any time by giving at least 21 days' written notice to You..

10. Acts of Parliament & Jurisdiction

All Acts of Parliament within the policy shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation.

This policy will be governed by English Law.

11. Data Protection Act

It is agreed by the Insured that any information provided to Us &/or the Insurer regarding the Insured will be processed by Us &/or the Insurer, in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

12. Contracts (Rights of Third Parties) Act 1999

A person who is not party to this contract has no right to enforce the terms and conditions of this policy under the Contracts (Rights of Third Parties) Act 1999.

MEANING OF WORDS & TERMS

Certain words and terms contained in this policy have been defined as they have the same meaning wherever they appear.

Appointed Advisor

The solicitor, accountant, or other advisor appointed by Us to act on behalf of the Insured

Conditional Fee Agreement

The separate agreement between the Insured and the Appointed Advisor for paying his or her professional fees which is an enforceable conditional fee agreement within the meaning of sections 58, 58A, Courts and Legal Services Act 1990 (as substituted and inserted by section 27, Access to Justice Act 1999), the format and contents of which have been agreed to by Us before it is entered into.

Collective Conditional Fee Agreement

The separate agreement between the Appointed Advisor and Us for paying his or her professional fees which is an enforceable conditional fee agreement within the meaning of sections 58, 58A, Courts and Legal Services Act 1990 (as substituted and inserted by section 27, Access to Justice Act 1999) which does not refer to specific proceedings but which provides for Your Appointed Advisor's fees and expenses to be payable on a common basis.

Insured

You, Your spouse and other relatives permanently living with You in Your principal home in the UK

Insurer

Brit Syndicate 2987 at Lloyd's (written under unique market reference B0356KA233D12A000 or replacement thereof)

Legal Costs & Expenses

1) In respect of all Insured Events other than as provided for in 2) & 3) below

- a. Reasonable legal costs, fees and disbursements reasonably and proportionately incurred by the Appointed Advisor on the Standard Basis and agreed in advance by Us.
- b. Reasonable accountancy fees, disbursements and other costs reasonably incurred by the Appointed Advisor and agreed in advance by Us
- c. Other side's costs incurred in civil claims where the Insured has been ordered to pay them or pays them with Our agreement

2) In respect of Insured Events 1, 2 & 4 where the claim is brought within England & Wales and falls outside the jurisdiction of the Small Claims Court reasonable legal costs reasonably and proportionately incurred by the Appointed Advisor on the Standard Basis and agreed in advance by Us or in accordance with the Predictable Costs or Fixed Costs scheme if applicable.

3) In respect of Insured Event 6 c) (ii) the Insured's loss of earnings

Limit of Indemnity

£50,000 which is the maximum Legal Costs & Expenses payable by the Insurer in respect of all claims related by time or original cause.

Period of Insurance

The period as shown in Your insurance policy taken out or renewed at the same time as this Policy.

Reasonable Prospects of Success

In civil and criminal claims, where the Insured has a greater than 50% chance of successfully pursuing or defending the claim. If the Insured is seeking damages or compensation, there must also be a greater than 50% chance of enforcing any Judgment that might be obtained.

In criminal prosecution claims where the Insured pleads guilty, there is a greater than 50% chance of successfully mitigating the Insured's sentence or fine

In tax claims, any dispute or appeal where the Insured has a greater than 50% chance of being successful

In all claims involving an appeal, where the Insured has a greater than 50% chance of being successful

Small Claims Court

A court in England & Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999

Territorial Limit

For Insured Events 2 and 4 the United Kingdom, Channel Islands, Isle of Man and countries in the European Union

For all other Insured Events the United Kingdom, Channel Islands and the Isle of Man

We/Us/Our

ARAG Plc who are authorised under a binding authority agreement to administer this insurance on behalf of the Insurer, Brit Syndicate 2987 at Lloyd's

You/Your

The person(s) named in the Schedule to which this policy attaches

ARAG plc Registered in England number 02585818.

Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN

ARAG plc and Brit Syndicate 2987 at Lloyd's managed by Brit Syndicates Limited are authorised and regulated by the Financial Services Authority, registration number 452369 and 204930 respectively. This can be checked by visiting the FSA website at www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234. ARAG plc is covered by the Financial Ombudsman Service. www.ARAG.co.uk