



Buildings & Contents Insurance
with legal expenses and home emergency cover

Customer Services Helpline 0845 519 4960
Home Insurance Claims Helpline 0845 519 4970
Legal Expenses Claims Helpline 0844 770 1040
Home Emergency Claims Helpline 0800 917 1644

HOME INSURANCE

Introduction

This is **your home** insurance **policy** document. This **policy**, **your schedule** and any **endorsements** applying to **your policy** make up **your** insurance documents. **You** should keep these documents in a safe place.

Please ensure that:

- **You** are clear which sections of cover **you** have included, the details of which are shown on **your schedule**.
- **You** understand what each section covers and the restrictions and exclusions.
- **You** are clear of what **your** responsibilities are under the **policy** as a whole.

The insurance **administrator** is 3XD Limited who administer **your policy** on behalf of Groupama Insurance Company Limited. Please contact the **administrator** immediately if **you** have any queries about any aspect of the **policy**.

This **policy** is a legally binding contract of insurance between **you** and **us**. This contract does not give or intend to give rights to anyone else. No one else has the right to enforce any part of this contract.

When drawing up this contract, **we** have relied on the information and statements that **you** have provided in the **proposal**.

The insurance relates only to those sections of the **policy** that are shown on the **schedule** as being included.

Important Numbers

If **you** need any more information about any aspect of this **policy** please call:

- 0845 519 4960 for cover queries
- 0845 519 4970 for claim queries

The lines are open 9am to 6pm, Monday to Friday with emergency assistance for claims queries available 24 hours a day.

Definitions

Throughout this **policy** there are special words shown in **bold type**. Wherever **we** use these words in this **policy** they will always have the following meanings:

Accidental Damage	Visible damage caused by an event which was unexpected, not intended or designed.
Administrator	3XD Limited.
Buildings	Your home and its decorations, fixtures and fittings attached to your home , sanitary ware , fixed glass including double glazing, permanently installed swimming pools, hot tubs, hard tennis courts, drives, patios and terraces, walls, gates, hedges and fences, fixed domestic water installations, septic tanks, pipes, cables and fixed domestic central heating oil tanks.
Business Equipment	Computers, printers, scanners and their accessories, office furniture, photocopiers, fax machines and phone equipment in your home , other than equipment belonging to your employer.
Contents	Household goods and personal belongings , within the home which are your property or for which you are legally responsible. Contents includes <ul style="list-style-type: none">• tenant's fixtures and fittings;• radio and television aerials, satellite dishes, their fittings and masts which are attached to the home;• property in the open but within the grounds of your home up to £500 in total;• business equipment up to £4,000 in total;• money up to £300 in total;• credit cards up to £1,000 in total;• mobile telephones up to £250 in total;• deeds and registered bonds and other personal documents up to £1,500 in total;• valuables up to 20% of the sum insured for contents within the home subject to a limit of £2,000 for any one item unless stated otherwise in the schedule or the specification(s) attached to the schedule;• domestic oil in fixed fuel tanks up to £1,000; and• plants in your garden up to £500. Contents does not include <ul style="list-style-type: none">• motor vehicles (other than domestic garden machinery, mobility scooters or wheelchairs), caravans, trailers, watercraft or their accessories;• any living creature;• any part of the buildings;• mobile telephones insured under another insurance policy;• any item used for your trade or profession (other than business equipment); or• any item insured under any other insurance policy.
Credit Cards	Credit cards, charge cards, debit cards, bankers cards and cash dispenser cards in your name and for which you are responsible for which are not held for business purposes.

Domestic Staff	Any staff that live in your home and are employed by you or any residents in connection with the ownership or occupation of your home .
Endorsement	A change in the terms and conditions of the policy as shown on your schedule .
Excess	The amount payable by you as the first part of each separate claim under the policy .
Home	Your private dwelling of standard construction , any associated domestic outbuilding and garages at the risk address shown on your schedule .
Money	Current legal tender, cheques, postal orders, money orders, postage stamps not forming part of a stamp collection, savings stamps, saving certificates, travellers cheques, travel tickets, premium bonds, luncheon vouchers, gift tokens, annual sports or entertainment tickets and phone cards which belong to you and are not used for business purposes.
Period of Insurance	The time for which this insurance is in force as shown on your schedule .
Personal Belongings	Luggage, clothing, furs, mobile telephones, spectacles, musical instruments, sports equipment, pedal cycles, guns, money , credit cards , keys and any other item which is specifically designed to be carried or worn about the person.
Policy	The statement of cover provided in this document, your schedule and any endorsements .
Premium	The monthly amount you pay for your cover under the policy .
Proposal	The application form you completed and any other information you have given to us including information provided in writing, verbally or electronically.
Residents	Your partner and children and any other person permanently living with you , but excluding tenants.
Sanitary Ware	Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, splashbacks, baths and bath panels.
Schedule	The document we send you that confirms your details, details of your home and the type of cover you have selected under the policy .
Standard Construction	Built of brick, stone or concrete with a tile, slate, asphalt, metal or concrete roof (with no more than 25% of the roof being flat).
Start Date	The date on which your insurance commences as shown on your schedule .
Storm	Strong winds of 47 mph or more, sometimes accompanied by rain, hail or snow and/or heavy rain (in excess of 25mm or more over an hour period or a proportionate amount over a shorter time).
Sum Insured	The most we will pay for any number of claims caused by one incident as shown on your schedule .

Terrorism	Any act(s) of any person(s) or organisation(s) involving: <ul style="list-style-type: none">• the causing, occasioning or threatening of harm of whatever nature and by whatever means; or• putting the public or any section of the public in fear, in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.
United Kingdom	England, Scotland, Wales, Northern Ireland, Isle of Man and the Channel Islands.
Unfurnished	Not furnished enough for you to live in.
Unoccupied	Not lived in by you or anyone else with your permission.
Valuables	Stamp, coin or medal collections, antiques, collectables, pictures, other works of art, items of gold, silver or other precious metals, jewellery, watches and furs which belong to you or for which you are legally responsible.
You	The person or persons named on the schedule , any residents and domestic staff .
Your	Belonging to you or for which you are responsible.
We/Us/Our	Groupama Insurance Company Limited.

Buildings Cover

Your schedule will show whether this section applies.

The **sum insured** for **buildings** is shown on **your schedule**.

What is covered:		What is not covered:
1.	Loss or damage to your buildings caused by any of the following events:	
(a)	Fire, smoke, explosion, lightning and earthquake.	The excess as shown on your schedule .
(b)	Storm , hail or weight of snow.	The excess as shown on your schedule . Loss or damage caused by frost. Loss or damage to central heating oil tanks in the open, swimming pools, tennis courts, drives, patios, terraces, fences, hedges and gates.
(c)	Flood	The excess as shown on your schedule . Loss or damage to central heating oil tanks in the open, swimming pools, tennis courts, drives, patios, terraces, fences, hedges and gates. Loss or damage caused by subsidence, heave or landslip. Loss or damage caused by rising ground water levels.
(d)	Escape of water from and frost damage to washing machines, dishwashers, fixed water tanks, apparatus and pipes.	The excess as shown on your schedule . Loss or damage occurring after your home has been left unoccupied for more than 30 consecutive days. Loss or damage whilst your home is unfurnished . Loss or damage caused by subsidence, heave or landslip.
(e)	Escape of oil from a fixed domestic central heating oil tank.	The excess as shown on your schedule . Loss or damage occurring after your home has been left unoccupied for more than 30 consecutive days. Loss or damage whilst your home is unfurnished .

What is covered:	What is not covered:
(f) Theft or attempted theft.	<p>The excess as shown on your schedule.</p> <p>Loss or damage occurring after your home has been left unoccupied for more than 30 consecutive days.</p> <p>Loss or damage whilst your home is unfurnished.</p> <p>Loss or damage caused by anyone who is lawfully in or within the grounds of your home.</p> <p>Loss or damage whilst the buildings or any part of them are lent, let, sub-let or occupied by anyone other than you or any residents except where force and violence has been used to gain entry or exit.</p>
(g) Collision or impact by any vehicle or animal.	<p>The excess as shown on your schedule.</p> <p>Loss or damage to fences, hedges and gates.</p> <p>Loss or damage caused by insects, vermin, birds or your pets.</p>
(h) Collision by aircraft and other flying devices or items dropped from them.	<p>The excess as shown on your schedule.</p>
(i) Falling trees, branches, telegraph poles or lamp posts.	<p>The excess as shown on your schedule.</p> <p>Loss or damage to fences, hedges and gates.</p> <p>Loss or damage caused by felling or lopping of trees or branches.</p> <p>The cost of removal of trees, branches, telegraph poles or lamp posts unless the buildings have been damaged by the fall.</p>
(j) Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts.	<p>The excess as shown on your schedule.</p> <p>Loss or damage to the radio and television aerials, fixed satellite dishes, their fittings and masts themselves.</p>
(k) Riot, violent disorder, civil commotion, labour and political disturbances or strikes.	<p>The excess as shown on your schedule.</p> <p>Loss or damage occurring after your home has been left unoccupied for more than 30 consecutive days.</p> <p>Loss or damage whilst your home is unfurnished.</p>

What is covered:		What is not covered:
(l)	Malicious damage or vandalism.	<p>The excess as shown on your schedule.</p> <p>Loss or damage occurring after your home has been left unoccupied for more than 30 consecutive days.</p> <p>Loss or damage whilst your home is unfurnished.</p> <p>Loss or damage caused by anyone lawfully in or within the grounds of your home.</p>
(m)	Subsidence or heave of the site upon which your home stands or landslip.	<p>The excess of £1,000.</p> <p>Loss or damage to domestic fixed fuel central heating oil tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates and fences unless your home is damaged at the same time and by the same cause.</p> <p>Loss or damage to solid floors unless the walls of your home are damaged at the same time and by the same cause.</p> <p>Loss or damage arising from faulty workmanship or use of defective materials.</p> <p>Loss or damage caused by coastal or river erosion.</p> <p>Loss or damage caused while the buildings are undergoing any structural repairs, alterations or extensions.</p> <p>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.</p>
2.	<p>Expenses in restoring the damage to your buildings which we have agreed in writing for:</p> <ul style="list-style-type: none"> • architects, surveyors, consulting engineers and legal fees; • clearing debris, propping up, demolishing buildings or making them safe; and • complying with Government or local authority requirements. 	<p>Fees for preparing any claim.</p> <p>Any costs of complying with government or local authority requirements that have been served on you before the loss or damage.</p>

What is covered:	What is not covered:
<p>3. Any loss of rent due to you which you are unable to recover or 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 the buildings section.</p>	<p>Any amount more than 20% of the sum insured.</p> <p>Any loss of rent or accommodation expense after your home is restored to its normal condition.</p>
<p>4. The cost of repairing accidental damage to fixed glass and double glazing (including the cost of replacing frames), solar panels and ceramic hobs, which form part of the buildings.</p>	<p>The excess as shown on your schedule.</p> <p>Loss or damage whilst your home is unfurnished.</p> <p>Loss or damage occurring after your home has been left unoccupied for more than 30 consecutive days.</p>
<p>5. The cost of repairing accidental damage to underground drains, pipes, sewer pipes, cables and tanks providing service to and from your home and for which you are responsible.</p> <p>The cost of breaking and repairing a pipe between your home and the main sewer if normal methods of releasing a blockage are unsuccessful.</p>	<p>The excess as shown on your schedule.</p>
<p>6. Costs you have to pay for replacing locks to safes, alarms and outside doors in your home following theft or loss of your keys.</p>	<p>The excess as shown on your schedule.</p> <p>More than £750. If you claim under both the buildings and contents sections of your policy, we will not pay more than £750 in total.</p>
<p>7. Increased domestic metered water charges you have to pay following an escape of water which gives rise to an accepted under section 1 (d) of your buildings cover.</p>	<p>More than £1,500 in any one period of insurance. If you claim under both the buildings and contents sections of your policy, we will not pay more than £1,500 in total.</p>
<p>8. The cost of tracing the source of any escape of water or oil from fixed water tanks or pipes or domestic oil fired central heating installation, which you are legally responsible for.</p>	<p>More than £5,000 in any one period of insurance.</p>
<p>9. Any purchaser of your home will have the benefit of the buildings section of your policy between exchange of contracts and completion of the sale of your home, subject to the normal restrictions shown in the policy.</p>	<p>Any loss or damage insured under another insurance policy.</p>

Liability Insurance included with Buildings Cover

This section applies if **your schedule** shows **you** have elected to take **buildings** cover.

The **sum insured** for liability under the **buildings** section is £2,000,000 for any claim or series of claims from one incident plus any costs and expenses **we** have agreed in writing.

What is covered:	What is not covered:
<p>1. Any amounts which you (or your personal representatives in the event of your death) become legally liable to pay for liability arising out of the ownership of your home from</p> <ul style="list-style-type: none">• bodily injury; or• damage to property; <p>caused by an accident happening at your home during the period of insurance.</p>	<p>Any bodily injury to you, any residents or your domestic staff.</p> <p>Any damage to property owned or in the charge or control of you, any residents or your domestic staff.</p> <p>Any agreement or contract made by you unless you would have been legally liable anyway.</p> <p>Any liability arising from any trade or business activity.</p> <p>Any liability arising from owning lifts (excluding stair lifts) or any vehicles (other than domestic garden machinery, mobility scooters or wheelchairs).</p> <p>Any liability arising from owning animals other than domestic cats, dogs and horses.</p> <p>Any liability arising from you owning dangerous dogs specified under the Dangerous Dogs Acts 1991, the Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs (Amendment) 1997 or any amending legislation.</p> <p>Any liability arising out of any criminal or violent acts to another person or property.</p>
<p>2. Any amounts 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>	<p>Any liability you can recover from any other insurance.</p> <p>The cost of repairing any fault or alleged fault.</p> <p>Liability arising more than seven years after the expiry or cancellation of the buildings section of this policy.</p>

Accidental Damage to Buildings Cover

Your schedule will show whether this addition to **your buildings** cover applies.

What is covered:	What is not covered:
<p>1. Accidental damage to buildings.</p>	<p>The excess as shown on your schedule.</p> <p>Loss or damage occurring after your home has been left unoccupied for more than 30 consecutive days.</p> <p>The cost of general maintenance.</p> <p>Damage caused by wear and tear, anything that happens gradually or mechanical or electrical breakdown.</p> <p>Loss or damage caused by infestation, vermin, corrosion, damp, wet or dry rot, mould or frost.</p> <p>Damage while your home is being altered, repaired, cleaned, maintained or extended.</p> <p>Damage caused by faulty workmanship or design or the use of defective materials.</p> <p>Loss or damage caused by the buildings moving, settling, shrinking, collapsing or cracking.</p> <p>Loss or damage caused by a paying guest or tenant.</p> <p>Loss or damage from mechanical or electrical faults or breakdown.</p> <p>Loss or damage caused by dampness, extremes of temperature or exposure to light.</p> <p>Loss or damage to swimming pools, tennis courts, drives, patios and terraces, walls, fences, gates and fuel tanks.</p>

Contents Cover

Your schedule will show whether this section applies.

The **sum insured** for **contents** is shown on **your schedule**. **We** will increase the amount of **your contents** cover by a further 10% to cover wedding and other gifts for one month before and one month after a wedding, birthday, religious or other celebration.

The most **you** can claim for any individual item is £5,000 unless the item is specified on **your schedule**. **We** may require a receipt, original valuation or proof of purchase for any item that exceeds £500 in value in the event of a claim.

What is covered:		What is not covered:
1.	Loss or damage to your contents caused by any of the following events:	
(a)	Fire, smoke, explosion, lightning and earthquake.	The excess as shown on your schedule .
(b)	Storm , hail or weight of snow.	The excess as shown on your schedule . Loss or damage to property left in the open.
(c)	Flood	The excess as shown on your schedule . Loss or damage to property left in the open.
(d)	Escape of water from washing machines, dishwashers, fixed water tanks, apparatus or pipes.	The excess as shown on your schedule . Loss or damage occurring after your home has been left unoccupied for more than 30 consecutive days. Loss or damage whilst your home is unfurnished .
(e)	Escape of oil from a domestic fixed oil-fired central heating installation.	The excess as shown on your schedule . Loss or damage occurring after your home has been left unoccupied for more than 30 consecutive days. Loss or damage whilst your home is unfurnished . Loss or damage to the appliance from which the oil escapes.

What is covered:	What is not covered:
(f) Theft or attempted theft.	<p>The excess as shown on your schedule.</p> <p>More than £2,000 for items that are in a garage or outbuilding.</p> <p>Loss or damage occurring after your home has been left unoccupied for more than 30 consecutive days.</p> <p>Loss or damage whilst your home is unfurnished.</p> <p>Loss of money unless force has been used to enter your home.</p> <p>Loss or damage caused by anyone lawfully in or within the grounds of your home.</p> <p>Loss or damage whilst the buildings or any part of them are lent, let, sub let or occupied by anyone other than you or any residents except where force and violence are used to gain entry or exit.</p>
(g) Collision by any vehicle or animal.	<p>The excess as shown on your schedule.</p> <p>Loss or damage caused by insects, vermin, birds or your pets.</p>
(g) Collision by aircraft and other flying devices or items dropped from them.	<p>The excess as shown on your schedule.</p>
(h) Falling trees, branches, aerials, aerial fittings, telegraph poles or lamp posts.	<p>The excess as shown on your schedule.</p> <p>Loss of damage caused by felling or lopping of trees or branches.</p>
(i) Riot, violent disorder, civil commotion, labour and political disturbances or strikes.	<p>The excess as shown on your schedule.</p>
(j) Malicious damage or vandalism.	<p>The excess as shown on your schedule.</p> <p>Loss or damage occurring after your home has been left unoccupied for more than 30 consecutive days.</p> <p>Loss or damage whilst your home is unfurnished.</p> <p>Loss or damage caused by anyone lawfully in or within the grounds of your home.</p>

What is covered:	What is not covered:
<p>(k) Subsidence or heave of the site upon which your home stands or landslip.</p>	<p>The excess as shown on your schedule.</p> <p>Loss or damage resulting from the movement of solid floors unless the walls of your home are damaged at the same time and by the same cause.</p> <p>Loss or damage caused by faulty workmanship or use of defective materials.</p> <p>Loss or damage caused by coastal or river erosion.</p> <p>Loss or damage caused while the buildings are undergoing any structural repairs, alterations or extensions.</p> <p>Loss or damage that but for the existence of this insurance would be covered under any contract or a guarantee or by law.</p>
<p>2. Loss or damage to your contents anywhere in the United Kingdom whilst temporarily removed from your home caused by:</p>	
<p>(a) Theft or attempted theft from a private dwelling where you are working, any occupied private home where you are temporarily living or any bank or safe deposit.</p>	<p>The excess as shown on your schedule.</p> <p>Any amount more than 10% of the sum insured.</p> <p>Contents insured under another insurance policy.</p> <p>Contents removed for sale or exhibition or to furniture depositories.</p> <p>Contents removed because of the sale or letting of your home.</p> <p>Contents during removal.</p> <p>Valuables.</p> <p>Money or credit cards.</p> <p>Pedal cycles.</p> <p>Contents removed for more than 30 consecutive days.</p>

What is covered:	What is not covered:
3. Loss or damage to your contents anywhere in the United Kingdom removed by a resident who is studying away from home caused by:	
(a) Theft or attempted theft from temporary accommodation whilst studying.	<p>The excess as shown on your schedule.</p> <p>More than £4,000.</p> <p>Contents insured under another insurance policy.</p> <p>Contents during removal.</p> <p>Valuables.</p> <p>Money or credit cards.</p> <p>Pedal cycles.</p> <p>Loss or damage unless the loss or damage is caused by a violent and forcible entry.</p>
4. Costs you have to pay for replacing locks to safes, alarms and outside doors in your home following theft or loss of your keys.	<p>The excess as shown on your schedule.</p> <p>More than £750. If you claim under both the buildings and contents sections of your policy, we will not pay more than £750 in total.</p>
5. 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.	<p>The excess as shown on your schedule.</p> <p>More than £300.</p> <p>Loss or damage not caused by a change in temperature as a result of damage to or a fault in the freezer or failure of the electricity supply to the freezer or escape of refrigerant fumes.</p> <p>Loss or damage caused by a deliberate act of any public electricity supply authority.</p> <p>Loss or damage caused by your wilful act of negligence or the continued use of faulty apparatus.</p> <p>Loss or damage occurring after your home has been left unoccupied for more than 30 consecutive days.</p> <p>Loss of food insured under another insurance policy.</p>
6. 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 by an insured event.	<p>Any amount more than 20% of the sum insured.</p> <p>Any expense after your home is restored to its normal condition.</p>

What is covered:	What is not covered:
<p>7. Accidental damage to televisions, satellite decoders, audio and video equipment, DVD players, radios, home computers, laptops and business equipment which belong to you and are situated in your home.</p>	<p>Damage or deterioration caused in the process of cleaning, repair, renovation or dismantling.</p> <p>Damage to tapes, records, cassettes, discs or computer software.</p> <p>Mechanical or electrical faults or breakdown.</p> <p>Loss or damage occurring after your home has been left unoccupied for more than 30 consecutive days.</p> <p>Loss or damage whilst your home is unfurnished.</p>
<p>8. Increased domestic metered water charges you have to pay following an escape of water which gives rise to an accepted under section 1 (d) of your contents cover.</p>	<p>More than £1,500 in any one period of insurance. If you claim under both the buildings and contents sections of your policy, we will not pay more than £1,500 in total.</p>
<p>9. Your legal liability as a tenant for loss or damage to your landlord's fixtures and fittings caused by an event insured under the buildings aspect of this policy.</p>	<p>The excess as shown on your schedule.</p> <p>Any amount more than 10% of the contents sum insured.</p> <p>Loss or damage caused by subsidence, heave or landslip.</p> <p>Loss or damage caused by riot, violent disorder, civil commotion, labour and political disturbances or strikes.</p> <p>Loss or damage caused by malicious damage or vandalism.</p> <p>Loss or damage whilst your home is unfurnished.</p>

Liability Insurance included with Contents Cover

This section applies if **your schedule** shows **you** have elected to take **contents** cover.

The **sum insured** for liability under the **contents** section is £2,000,000 for any claim or series of claims from one incident plus any costs and expenses **we** have agreed in writing.

What is covered:	What is not covered:
<p>1. Any amounts which you (or your personal representatives in the event of your death) become legally liable to pay for liability arising as occupier of your home from</p> <ul style="list-style-type: none">• bodily injury; or• damage to property <p>caused by an accident happening at your home during the period of insurance.</p> <p>Any amounts which you as a private individual become legally liable to pay as damages for</p> <ul style="list-style-type: none">• bodily injury; or• damage to property <p>caused by an accident happening anywhere in the world during the period of insurance.</p>	<p>Any bodily injury to you, any residents or your domestic staff.</p> <p>Any damage to property owned or in the charge or control of you, any residents or your domestic staff.</p> <p>Any agreement or contract made by you unless you would have been legally liable anyway.</p> <p>Any liability arising in Canada or the United States after the total period of stay in either or both countries has exceeded 30 days in the period of insurance.</p> <p>Any liability arising from any trade or business activity.</p> <p>Any liability arising from ownership, use or possession of any lift (other than stair lifts), caravan, aircraft or watercraft including jetskis (other than hand propelled watercraft).</p> <p>Any liability arising from ownership, use or possession of any mechanically propelled or assisted vehicle (other than domestic garden machinery, mobility scooters or wheelchairs).</p> <p>Any liability arising from ownership, use or possession of any firearms other than properly licensed shotguns.</p> <p>Any liability arising from owning animals other than domestic cats, dogs and horses.</p> <p>Any liability arising from you owning dangerous dogs specified under the Dangerous Dogs Acts 1991, the Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs (Amendment) 1997 or any amending legislation.</p> <p>Any liability arising out of any criminal or violent acts to another person or property.</p> <p>Any claim or other proceedings against you or any residents lodged in a court outside the United Kingdom.</p>

What is covered:		What is not covered:
2.	Any amounts 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 .	Any liability you can recover from any other insurance. The cost of repairing any fault or alleged fault.
3.	All amounts which you have been awarded in courts within the United Kingdom which have not been paid to you within three months of the date of the award providing that the debtor would have been entitled to claim from us had he been insured by this insurance.	Any judgement subject to a pending appeal. Any liability if the debtor is you , any residents or domestic staff . More than £100,000

Accidents to Domestic Staff

This section applies if **your schedule** shows **you** have elected to take **contents** cover.

The **sum insured** for accidents to **domestic staff** is £5,000,000 for any claim or series of claims from one incident plus any costs and expenses **we** have agreed in writing.

What is covered:		What is not covered:
1.	Any amounts which 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 .	<p>Any liability for which compulsory insurance or security is required by any road traffic legislation.</p> <p>Any bodily injury from any communicable disease or condition.</p> <p>Any bodily injury arising in Canada or the United States of America after the total period of stay has exceeded 30 days in the period of insurance.</p> <p>Any claim or other proceedings against you or any residents lodged or prosecuted in a court outside the United Kingdom.</p> <p>Any agreement unless you would have been liable had the agreement not been made.</p>

Accidental Damage to Contents Cover

Your schedule will show whether this addition to **your contents** cover applies.

The most **you** can claim for any individual item is £5,000 unless the item is specified on **your schedule**. **We** may require a receipt, original valuation or proof of purchase for any item that exceeds £500 in value in the event of a claim.

What is covered:	What is not covered:
<p>1. Accidental damage to your contents within your home.</p>	<p>The excess as shown on your schedule.</p> <p>Loss or damage or any proportion of damage which we specifically exclude elsewhere under the contents section.</p> <p>Loss or damage occurring after your home has been left unoccupied for more than 30 consecutive days.</p> <p>Loss or damage whilst your home is unfurnished.</p> <p>Loss or damage if the buildings are lent, let or sub let in whole or in part.</p> <p>Loss or damage to contents within garages and outbuildings.</p> <p>Money, credit cards, documents or stamps.</p> <p>Loss or damage to contact, corneal or micro corneal lenses or hearing aids.</p> <p>Damage to sports equipment whilst in use.</p> <p>Damage to pedal cycles.</p> <p>Damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon.</p> <p>Loss or damage caused by chewing, tearing, scratching or fouling by your pets.</p> <p>Loss or damage caused by insects, vermin, corrosion, damp, wet or dry rot, mould or frost.</p> <p>Loss or damage arising out of faulty design, workmanship or materials.</p> <p>Damage from mechanical or electrical faults or breakdown.</p> <p>Damage caused by dampness, extremes of temperature and exposure to light.</p>

Personal Belongings Cover

Your schedule will show whether this addition to **your contents** cover applies and how much **you** have chosen to insure **your personal belongings** for.

The most **you** can claim for any **valuables** is £1,500 unless the item is specified on **your schedule**. **We** may require a receipt, original valuation or proof of purchase for any **valuables** in the event of a claim.

We may require a receipt, original valuation or proof of purchase for any item that exceeds £500 in value in the event of a claim.

This section applies for items lost or damaged in **your home** or anywhere in the **United Kingdom**. **You** are also covered during travel elsewhere in the world up to a maximum of 60 days during any **period of insurance**.

This section does not apply to items left in a motor vehicle unless the items are in a locked boot, concealed luggage compartment or glove compartment. The most **you** can claim for items left in a motor vehicle is £1,000.

What is covered:		What is not covered:
1.	Loss or damage to luggage, clothing or furs.	The excess as shown on your schedule . Any damage or deterioration of any article caused by dyeing, cleaning, repair or renovation.
2.	Loss or damage to mobile telephones.	The excess as shown on your schedule . More than £250 for any one item. Mobile telephones insured under another insurance policy.
3.	Loss or damage to spectacles and hearing aids.	The excess as shown on your schedule . More than £250 for any one item. Contact, corneal or micro corneal lenses.
4.	Loss or damage to musical instruments.	The excess as shown on your schedule . More than £500. Breakage of strings, reeds or drum heads or leads. Any loss or damage caused by cleaning, repairing or atmospheric conditions. Loss or damage whilst in transit unless placed in a purpose built protective container. Any item used for your trade or profession.

What is covered:		What is not covered:
5.	Loss or damage to sports equipment.	<p>The excess as shown on your schedule.</p> <p>Camping equipment.</p> <p>Vehicles, watercraft or aircraft.</p> <p>Damage whilst in use.</p> <p>Diving equipment left in an unattended motor vehicle or unattended boat or vessel.</p> <p>Any item used for your trade or profession.</p>
6.	Loss or damage to pedal cycles	<p>The excess as shown on your schedule.</p> <p>More than £500 for any one item.</p> <p>Loss or damage to tyres, lamps or accessories unless the pedal cycle is stolen or damaged at the same time.</p> <p>Damage from electrical or mechanical faults or breakdown.</p> <p>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.</p> <p>Theft by fraudulent means.</p> <p>Theft unless the pedal cycle was locked to an immovable object or kept in a locked building at the time of the theft.</p> <p>Theft where the pedal cycle was left in a public place overnight.</p> <p>Any item used for your trade or profession.</p>
7.	Loss or damage to Guns	<p>The excess as shown on your schedule.</p> <p>Loss or damage to guns caused by rusting or bursting of barrels.</p>
8.	<p>Theft or accidental loss of money or any amounts which you become legally liable to pay as a result of unauthorised use following loss or theft of your credit card(s) provided that:</p> <ul style="list-style-type: none"> • within 24 hours of your discovering any such loss or theft, you have notified the police or border authorities and, in the case of credit card(s), the card issuing company; and • you have complied with all other conditions of your credit card provider(s). 	<p>The excess as shown on your schedule.</p> <p>More than £250 in respect of money or more than £1,000 in respect of credit cards.</p> <p>Theft not reported to the police within 24 hours of discovery.</p> <p>Theft insured under another insurance policy.</p>

What is covered:		What is not covered:
9.	Loss or damage to other items of personal use that belong to you and that you normally carry with you .	<p>The excess as shown on your schedule.</p> <p>Theft or disappearance of valuables from baggage unless such baggage is carried by hand and under your personal supervision.</p> <p>Any amount over £2,000 for valuables in respect of theft from hotel or motel rooms during your absence from such rooms.</p>

General Conditions

These conditions apply to all sections of the **policy**.

- **You** must complete **your proposal** for the **policy** truthfully.
- **You** must take all reasonable steps to prevent loss, damage or accident and must keep the **buildings** in a good state of repair.
- **You** must tell the **administrator** immediately if **you**:
 - stop using **your home** as **your** permanent residence;
 - let the property;
 - regularly leave **your home** unattended by day or night other than for **your** normal job of work;
 - leave the **home** without an occupant for more than 30 consecutive days; or
 - change any information given to **us** at the time of quotation.

When **we** receive this notice **we** will have the option to change the premium, terms or conditions of the **policy**.

- **You** must notify the **administrator** immediately if **you** are convicted of any criminal offence.
- **You** must notify the **administrator** before **you** start any conversions, extensions or structural works to the **buildings**. **We** reserve the right to add special conditions to **your** cover at this time.
- **You** must notify **us** of any new item that should be specified immediately.
- **We** are not liable to pay any claim under the **policy** unless **you** have done everything that is required by the terms of the **policy**.
- The rights of the bank or building society who provided **your** mortgage will not be affected by anything **you** do to increase the risk of loss or damage to **your home** provided they were unaware of such action. The bank or building society must notify **us** in writing when they become aware of any increased risk. In this event **we** may increase **your premium**.
- All matters in respect of the **policy**, including the handling of claims, are handled on **our** behalf by the **administrator**.
- If at any time any provision or part of the **policy** becomes invalid, illegal or unenforceable the remaining parts and provisions continue in full force and effect.

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

All **premium** payments received by the **administrator** are deemed to have been received by **us**.

General Exceptions

These exceptions apply to all sections of the **policy**.

What is not covered:	
1.	<p>Aircraft Pressure Waves Clause:</p> <p>The policy does not cover loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.</p>
2.	<p>Biological, Chemical or Nuclear Contamination Exclusion Clause:</p> <p>This insurance will not pay for:</p> <ul style="list-style-type: none">• Loss, damage, cost or expense of whatever nature arising directly or indirectly from; or• any legal liability of whatsoever nature; or• death or injury to any person; directly or indirectly caused by or contributed to by or arising from Biological, Chemical or Nuclear contamination due to or arising from:<ul style="list-style-type: none">• terrorism; and/or• steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism.
3.	<p>Confiscation and/or Holding Clause:</p> <p>The policy does not cover you for Customs or other government or local authority officials legally taking and holding or keeping your property.</p>
4.	<p>Contracts (Rights of Third Parties) Act 1999 Clarification Clause:</p> <p>A person who is not party to the policy has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the policy but this does not affect any right or remedy of a third party which exists or is available apart from that Act.</p>
5.	<p>Deception:</p> <p>We will not pay for any loss suffered by you due to any person obtaining property by deception.</p>
6.	<p>Electrical Data Exclusion Clause:</p> <p>We will not pay for</p> <ul style="list-style-type: none">• loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from; or• any legal liability of whatsoever nature; <p>directly or indirectly caused by or contributed to by or arising from</p> <ul style="list-style-type: none">• computer viruses, erasure or corruption of electronic data; or• the failure of any equipment to correctly recognise the date or change of date. <p>For the purposes of this exclusion "computer virus" means a corrupting instruction from an unauthorised source that propagates itself via a computer system or network.</p>

What is not covered:	
7.	<p>Existing and Deliberate Damage Clause:</p> <p>We will not pay for loss or damage</p> <ul style="list-style-type: none"> occurring before the start date or arising from an event before the start date; or caused deliberately by you or any resident.
8.	<p>Radioactive Contamination and Explosive Nuclear Assemblies Exclusion Clause:</p> <p>We will not pay for:</p> <p>(a) loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from or</p> <p>(b) any legal liability of whatsoever nature</p> <p>directly or indirectly caused by or contributed to by or arising from:</p> <ul style="list-style-type: none"> ionising radiations from or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel; the radioactive, toxic, explosive or other hazardous or contaminating properties of any nuclear installation, reactor or other nuclear assembly or nuclear component thereof.
9.	<p>Loss of Value Clause:</p> <p>The policy does not cover you for direct or indirect loss or damage to any property or any legal liability, caused by or contributed to, or arising from the loss of value following a claim payment.</p>
10.	<p>Pollution & Contamination Clause:</p> <p>This policy does not cover you for loss or destruction of, or damage to any property, or death or bodily injury to any person directly or indirectly caused by pollution or contamination, unless the pollution or contamination is directly caused by a sudden, identifiable, unintended and unexpected incident which occurs in its entirety at a specific time and place during the period of insurance.</p> <p>All pollution and contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.</p>
11.	<p>War Exclusion:</p> <p>We will not pay for any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war is 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.</p>
12.	<p>Wear and Tear Clause:</p> <p>We will not pay for damage caused by wear and tear, depreciation or any other gradually operating cause.</p>
13.	<p>Indirect Loss or Damage:</p> <p>We 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.</p>

Making A Claim

If **you** need to make a claim please telephone **us** on 0845 519 4970. **You** will be required to complete a claim form giving **us** full details of what has happened within 30 days and provide any other information or documentation **we** may require.

If there has been any malicious damage, violent disorder, riots or civil commotion, theft, attempted theft or lost property **you** must inform the police immediately and obtain an incident number.

You must forward **us** within 3 days any letter, claim, writ, summons or legal document **you** receive if a claim for liability is made against **you**.

How We Settle Claims

If **you** make a claim for loss or damage under the **buildings** aspect of **your policy**, **we** will pay the full cost of repair as long as the **buildings** were in a good state of repair immediately prior to the loss or damage. If the **buildings** were not in a good state of repair **we** will deduct an amount from **your** claim.

All **building** repairs that are carried out by **our** approved contractors under the **buildings** section of the **policy** are guaranteed for 12 months in respect of quality of workmanship.

Where property has been lost or stolen **we** will replace this with the closest possible match where possible, except for clothing where **we** will make a cash payment. If property has been damaged this will normally be repaired. If a repair is not possible **we** will replace this with the closest possible match where possible.

Where **we** agree to replace property **we** will pay the supplier of the property directly.

Where **we** agree to make a cash payment the sum payable reflects the costs of replacing the lost or damaged property and will reflect any discount **we** would have received if **we** had replaced the property.

If a lost or damaged item matches others in **your home** **we** will only pay for the lost or damaged item or area. **We** will not replace undamaged items in the set or suite. If carpeting is damaged beyond repair **we** will only replace carpet in the damaged area and not in adjoining rooms.

If **you** claim under the **policy** for an item covered by another insurance policy **we** will only pay **our** share of the claim.

Underinsurance

The **sum insured** for **buildings** should reflect the full cost of replacing the **buildings** and the **sum insured** for **contents** should reflect the full cost of replacing **your contents** as new. If this is not the case then **you** will have to pay a share of the claim, for example if the **sum insured** only covers three quarters of the full cost, **we** will only pay three quarters of the claim.

Special Claim Conditions

The following conditions apply to all claims:

- **We** need **your** assistance to assess **your** claim and **you** should provide **us** all information **we** reasonably require. If **you** do not, **we** reserve the right to deny **your** claim if **our** ability to assess **your** claim has been prejudiced as a result.
- **We** control the claim and **you** should not admit, deny, negotiate or settle a claim without **our** consent.

- **You** may make temporary emergency repairs to prevent further damage.
- **We** have the right to enter a building affected by the claim and take possession of any insured property but **you** may not abandon the property to **us**.
- **We** may take complete control of any proceedings in **your** name and on **your** behalf.
- **We** may take proceedings against any other person in **your** name to recover any payment **we** have made under the **policy** at **our** expense.
- **You** must not dispose of any damaged items without **our** consent.
- If **you** are unable to provide proof of purchase or ownership **we** may pay a reduced amount.
- **You** must provide **us** with reasonable evidence of value or age (or both) for all items involved in a claim.
- If there has been a theft **you** must take any reasonable extra precautions **we** ask for.
- **We** will not pay any claim if any loss, damage or liability covered under the **policy** is also covered wholly or in part under any other insurance.
- If **you** or anyone acting on **your** behalf makes any claim knowing it to be false, exaggerated or fraudulent or if any loss or damage is caused by **your** wilful act or with **your** connivance, **we** will not pay any claim and all cover under the **policy** will end immediately. **We** may also report the matter to the police.
- Where **we** have accepted a claim but there is a disagreement over the amount payable the dispute will first be referred to an arbitrator. The arbitrator will be appointed jointly by **you** and **us** in accordance with the law in force at that time. When this happens legal proceedings cannot be started against **us** unless the arbitrator has reached a decision.

Premium Payments

This is a monthly insurance **policy** and **your premium** is collected from your bank account on a monthly basis. The dates of which **your premium** will be collected is shown on **your schedule**.

We will not make any payment under this **policy** unless **you** have paid the **premium** due to **us**.

Amending the terms

We may amend the terms of this **policy**:

- when **you** tell **us** of a change in circumstances which will affect this **policy**; or
- at any other time provided **we** give **you** at least 30 days notice.

Cooling Off Period

You are entitled to cancel this **policy** by writing to the **administrator** within 14 days of either:

- The date **you** receive **your policy** documentation; or
- The start of the **period of insurance**

whichever is the later.

Canceling your Insurance

You may cancel this **policy** at the end of any month by writing to the **administrator**.

We may cancel this **policy** by sending **you** 30 days notice to **your** correspondence address shown in the **schedule**.

As the **premium** for this **policy** is paid monthly, **we** will not return any **premium you** have paid.

If any month's **premium** is not paid for any reason, **you** will receive a letter from **us** asking for payment so that the insurance can continue. If **we** do not receive payment within 30 days from when it was due, the insurance will stop from the end of the last month for which **premium** was received.

Law & Jurisdiction applicable to the Insurance

The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary this insurance shall be subject to English Law. Unless **we** agree otherwise the language of this insurance contract and all communications relating to it will be English.

Data Protection & Disability Discrimination Act

For the purposes of the Data Protection Act 1988, the Data Controllers in relation to any personal data **you** supply are 3XD Limited and Groupama Insurance Company Limited.

In accordance with the Disability Discrimination Act 1995 **we** are able to provide upon request a text phone facility, audio tapes, large print documentation and Braille documentation. **You** should advise **us** if any of these services are required so that **we** can communicate in the appropriate manner.

Telephone Call Recording

For **our** joint protection and for the use of quality control and staff training, telephone calls may be recorded and/or monitored.

Making a Complaint

If **you** are unhappy about how the **policy** was sold **you** should contact the intermediary who arranged **your** cover who will notify **you** of their complaints procedure.

If **you** are unhappy about the administration or claims handling on the **policy**, **you** should initially contact the **administrator** in writing or by phone.

The address is: 3XD Limited
PO Box 672
Longridge
Preston
Lancashire
PR3 8AD

The telephone number is: 0845 519 4960

If **you** remain unhappy **you** can refer the matter to **us** in writing for a final response.

The address is: Groupama Insurances
6th Floor, One America Square
17 Crosswall
London
EC3N 2LB

Complaints that cannot be resolved by the Compliance Officer may in certain circumstances be referred to the Financial Ombudsman Service.

The address is: Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

The telephone number is: 0845 080 1800

The email address is: complaint.info@financial-ombudsman.org.uk

Further details will be provided on request and at the appropriate stage of the complaints process.

This does not affect any right of legal action **you** may have.

Compensation

If **we** are unable to meet **our** liabilities under the **policy**, **you** may be entitled to compensation from The Financial Services Compensation Scheme (FSCS). Further details available at www.fscs.org.uk or by calling 0207 892 7300.

LEGAL EXPENSES INSURANCE

Introduction

This is **your** legal costs insurance policy document. This policy, any endorsement and **your schedule** make up **your** insurance documents. **You** should keep these documents in a safe place.

Please ensure that:

- **You** understand what the policy covers and the restrictions and exclusions.
- **You** understand what **your** responsibilities are under the policy.

The insurance **administrator** is 3XD Limited who administer **your** policy on behalf of Arc Legal Assistance Limited.

When drawing up this contract, **we** have relied on the information and statements that **you** have provided in the proposal for **your** home insurance.

The insurance relates only to those sections of the policy that are shown on the **schedule** as being included.

This insurance covers **advisers' costs** and other costs and expenses as detailed under the **indemnity theft** section of cover up to the **limit of indemnity** where:

- The **insured incident** takes place in the **insured period** and within the **territorial limits**; and
- The **legal action** takes place in the **territorial limits**.

Important Numbers

If **you** need any more information about the administration of **your** policy please call:

- 0845 519 4960 for administration queries (lines are open 9am to 6pm Monday to Friday)
- 0844 770 1040 for legal or claims advice (lines are open 24 hours a day)

Telephone Helpline

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

Specialist lawyers are on hand to help **you**. If **you** need a lawyer or accountant to act for **you** and **your** problem is covered under this insurance, the helpline will ask **you** to complete and submit a claim form online by visiting www.arclegal.co.uk/informationcentre or by completing the claim form sent to **you**.

If **your** problem is not covered under this insurance, the helpline may be able to offer **you** assistance under a private funding arrangement.

For help at any time, simply telephone 0844 770 1040 and quote 3XD Family Legal.

Definitions

Throughout this policy there are special words shown in **bold type**. Wherever **we** use these words in this policy document they will always have the following meanings:

Administrator	3XD Limited.
Adviser	Our specialist panel solicitors or their agents appointed by us to act for you , or, subject to our agreement, where court proceedings have been started or a conflict of interest arises, another legal adviser nominated by you .
Advisers' costs	Reasonable legal or accountancy fees and disbursements incurred by the adviser with our prior written authority. Legal expenses shall be assessed on the standard basis and third party's costs shall be covered if awarded against you and paid on the standard basis of assessment.
Computer	Any computer or other electronic data processing device, equipment or system or any hardware, software, programme, instruction, data or component utilised or intended to be utilised in or by such item, or any actual or intended function of or process performed by any of them.
Conflict of Interest	Your advisers' duty to act in your best interests in relation to your claim conflicts with, or there is a significant risk that it may conflict with, any duty your adviser owes, or obligation it has, to any other party.
Daily Rate	An amount equal to 1/250 th of your normal income .
Excess	The amount you must pay towards the cost of your claim as follows: <ul style="list-style-type: none">• All sections other than the property section £50• Property section £250
HM Revenue and Customers Full Enquiry	An enquiry under Section 9A of the Taxes Management Act 1970 into your PAYE income or gains.
Identity Theft	A person or group of persons knowingly using a means of identification belonging to you without your knowledge or permission with intent to commit or assist another to commit an illegal act.
Insurance Providers	Inter Partner Assistance SA who are a wholly owned subsidiary of AXA Assistance SA and part of the worldwide AXA Group.
Insured Incident	Either of the following: <ul style="list-style-type: none">• The incident or first of a series of incidents which may lead to a claim under this insurance. Only one insured incident shall be deemed to have been arises from all causes of action, incidents or events that are related by cause or time; or• In a claim arising from identity theft the insured incident is a single act or the start of a series of single acts against you by one person or a group of people.
Insured Period	One year from the inception or renewal date shown on your schedule .
Legal Action(s)	The pursuit or defence of civil legal cases for damages or injunctions and the defence of criminal prosecutions to do with your employment .
Limit of Indemnity	The maximum payable in respect of an insured incident is £50,000.

Normal Income	Either of the following: <ul style="list-style-type: none"> • If you are employed the average of the amounts shown on your payslips from your employer during the last 12 months (excluding bonus payments and overtime); or • If you are self employed the monthly average of the income you declared to the Inland Revenue for the previous tax year.
Schedule	The document the administrator sends you that confirms your cover under this policy.
Standard Advisers' Costs	The level of advisers' costs that would normally be incurred in using a nominated adviser of our choice.
Territorial Limits	Dependent on the circumstance, one of the following: <ul style="list-style-type: none"> • For consumer defence, consumer pursuit sections: European Union • For all other sections: Great Britain, Northern Ireland, The Isle of Man and the Channel Islands.
We/Us/Our	Arc Legal Assistance Limited who have arranged this insurance on behalf of the insurance provider .
You/Your/Yourself	Any person who has paid the premium, on or whose behalf the premium has been paid and declared to us by the administrator and is permanently resident at the property covered under the household insurance to which this cover attaches. The cover also applies to that person's family members normally resident with them. If you die your personal representatives will be covered by the insurance on your behalf for insured incidents that arose prior to your death.

Consumer Pursuit

What is insured:

Advisers' costs to pursue **legal action** following a breach of contract **you** have for buying or renting goods or services for **your** private use. This includes the purchase of **your** main home. The contract must have been made after **you** first purchased this insurance and, in respect of disputes over the purchase of **your** main home, the purchase must have commenced at least 180 days after **you** first purchases this insurance or purchased similar insurance which expired immediately before this insurance began.

What is not insured:

- Claims where the amount in dispute is less than £250 plus VAT;
- Claims involving a motor vehicle owned by **you** or for which **you** are legally responsible for; or
- Claims in respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.

Personal Injury

What is insured:

Advisers' costs to purchase claims for financial compensation for damages following an accident resulting in personal injury or death against the person or organisation directly responsible.

What is not insured:

- Claims arising from medical or clinical treatment, advice, assistance or care;
- Claims arising from stress, psychological or emotional injury;
- Claims arising from illness, personal injury or death which is caused gradually or is not caused by a specific event; or
- Claims involving a motor vehicle owned by **you** or for which **you** are legally responsible for.

Employment Disputes

What is insured:

Advisers' costs to pursue an action brought before an employment tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) against an employer or ex-employer for breach of **your** contract of employment.

What is not insured:

- Claims where the breach of contract occurred within the first 90 days after **you** first purchased this insurance;
- Claims for a dispute with an employer or ex-employer unless it is pursued in an employment tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man);
- Claims for **advisers' costs** of any disciplinary investigatory or grievance procedure connected with **your** contract of employment or the costs associated with any compromise agreement;
- Claims where the breach of contract is alleged to have commence or to have continued after the termination of **your** employment;
- Claims for an allegation of less favourable treatment between men and women in the terms of pay and conditions of employment; or
- Claims for **advisers' costs** awarded by an employment or employment appeals tribunal that **you** are ordered or agree to pay.

Property Infringement

What is insured:

Advisers' costs to pursue actions for nuisance or trespass against the person or organisation infringing **your** legal rights in relation to **your** main home. This section does not extend to divorce or matrimonial matters. The nuisance or trespass must have started at least 180 days after **you** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.

What is not insured:

- Claims in respect of works undertaken or to be undertaken by or under the order of any government or public or local authority; or
- Claims in respect of any boundary disputes.

Property Damage

What is insured:

Advisers' costs to pursue claims for financial compensation for damages against a person or organisation that causes physical damage to **your** main home. The damage must have been caused after **you** first purchased this insurance.

What is not insured:

- Claims in respect of works undertaken or to be undertaken by or under the order of any government or public or local authority;
- Claims where the amount in dispute is less than £100 plus VAT; or
- Claims in respect of any boundary disputes.

Consumer Defence

What is insured:

Advisers' costs to defend **legal action** brought against **you** following a breach of a contract **you** have for selling goods for the private and personal use of another person. This insurance includes the sale of **your** main home. The contact must have been made after **you** first purchased this insurance and, in respect of disputes over the sale of **your** main home, the sale must have commenced at least 180 days after **you** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.

What is not insured:

- Claims in respect of works undertaken or to be undertaken by or under the order of any government or public or local authority;
- Claims where the amount in dispute is less than £250 plus VAT; or
- Claims involving a motor vehicle owned by **you** or for which **you** are legally responsible for.

Tax

What is insured:

Adviser's costs if **you** are subject to an **HM Revenue and Customers Full Enquiry** into **your** personal income tax position.

This cover only applies if **you** have:

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

What is not insured:

- Claims where deliberate misstatements or omissions have been made to the authorities;
- Claims where the Special Compliance Officer is investigating **your** affairs;
- Claims for accountancy fees which relate to **your** business, trade or profession;
- Claims in respect of income or gains which have been under declared because of false representations or statements by **you**;
- Claims for **advisers' costs** for any amendment after the tax return has initially been submitted to HM Revenue and Customers; or
- Claims for **advisers' costs** arising after **you** receive a notice telling **you** that the enquiry has been completed.

Identity Theft

In respect of **insured incidents** arising from **identity theft you** are covered for **advisers' costs**:

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

What is not insured:

- Claims where **you** have not been the victim of **identity fraud**;
- Claims where the **insured incident** began to occur within 30 days of **you** first purchasing this insurance or similar insurance which expired immediately before this insurance began;
- Claims where the **insured incident** began to occur or had occurred before **you** purchased this insurance;
- Claims where the claim is false or fraudulent;
- Claims where **you** did not take reasonable precautions against **identity theft** or take action to protect **yourself** from **identity theft**;
- Claims where the **identity theft** has been carried out by somebody living with **you**;
- Claims for **advisers' costs** arising from loss of cash from a bank, building society, credit union or other similar financial institution where that institution has refused to cover the loss; or
- Claims for any losses other than **advisers' costs** incurred by **you** as a result of **identity theft**.

You must agree to be added to the CIFAS Protection Register if **we** recommend it. **You** must notify claims as soon as reasonably possible within 45 days of the **insured incident** and complete a claim form. This must be returned promptly with all relevant information.

Legal Defence

What is insured:

Advisers' costs to defend **you** legal rights following an event arising from **your** work as an employee results in criminal proceedings being brought against **you**.

What is not insured:

- Claims for **advisers' costs** where the member is entitled to a grant of legal aid from the Legal Services Commission or where funding is available from another public body, a trade union, employer or any other insurance policy;
- Claims arising out of **you** owning or using a motor vehicle; or
- Claims for any offence **you** are accused of because **you** have allowed another person to use **your** motor vehicle.

We will provide this cover as long as **you** have a reasonable chance of successfully defending the prosecution at all times.

Discrimination

What is insured:

Advisers' costs to defend **your** legal rights following an event arising from **your** work as an employee results in civil proceedings being brought against **you** for sex, race, age, religious or disability discrimination at work.

We will provide this cover as long as **you** have a reasonable chance of successfully defending the prosecution at all times.

Data Protection

What is insured:

Advisers' costs to defend **your** legal rights following an event arising from **your** work as an employee results in civil proceedings being brought against **you** under the Data Protection Act 1998.

Jury Service

What is insured:

We will pay a **daily rate** for the duration **you** are off work while attending jury service for each whole day of such attendance providing these costs are not recoverable from **your** employer or the court.

We will pay 50% of the **daily rate** for each additional half day **you** are off work while attending jury service providing these costs are not recoverable from **your** employer or the court.

School Admissions Disputes

What is insured:

Advisers' costs in appealing against the decision of a Local Education Authority (LEA) arising out of the LEA's failure to conform with its published admission policy, which leads to **your** child or children being refused entry at the state school of **your** choice.

What is not insured:

- Claims arising where examinations or other selection criteria are part of the acceptance process;
- Claims involving schools which are not state schools falling under the LEA's jurisdiction or where the allocation of a place(s) does not sit within the LEA's responsibility;
- Claims arising prior to submitting an application to the school or LEA;
- Claims arising where the LEA's refusal occurred within 180 days of **you** first purchasing this insurance;
- Claims where the process for appealing against the decision to refuse a place at the school has not been adhered to;
- Claims where the child has been suspended, expelled or permanently excluded from another school; or
- Claims for children under 5 years except for admission disputes arising where entry shall be in the academic year prior to their 5th birthday.

Additional Legal Services

In this package **our** aim is to provide a wide ranging insured legal service. Inevitably there are areas where it is not possible to insure legal expenses, in particular those which everybody at some times faces, but which are nevertheless often expensive and sometimes unexpected.

Examples are:

- Legal expenses arising from the sale or purchase of a home and re-mortgage;
- Divorce and child custody issues; and/or
- Wills and Probate

To help **you** deal with these and other matters which may arise **we** are able to give **you** access to discounted legal services provided by **us** in partnership with **our** panel solicitors. **Our** panel solicitors are one of the country's legal law firms with expertise in all areas where assistance is likely to be required.

If **you** would like to make use of the service please contact the helpline for an initial telephone consultation which will be provided at no cost to **you**. **Our** panel solicitors will give **you** a quotation for the likely cost of their representation and it will then be **your** decision whether **you** appoint them to act for **you**.

General Exclusions

1. There is no cover where:

- The **insured incident** began to start or had started before **you** bought this insurance;
- **You** should reasonably have know when buying this insurance that the circumstances leading to a claim under this insurance already existed;
- A reasonable estimate of **your advisers' costs** of acting for **you** is more than the amount in dispute;
- **You** fail to give full information or facts to **us** or to the **adviser** on a matter material to **your** claim;
- Something **you** do or fail to do prejudices **your** position or the position of the **insurance providers** in connection with the **legal action**;
- **Advisers' costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which **we** have given **our** prior written approval; or
- Where **you** have other legal expenses insurance cover.

2. There is no cover for:

- The **excess**;
- **Advisers' costs** or any other costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party or which are not reasonable or necessary;
- The amount of **advisers' costs** that exceed **our standard advisers' costs** where **you** have decided to use an **adviser** of **your** own choice;
- **Advisers' costs** arising from any private prosecution
- Damages, interest, fines or costs awarded against **you** in a criminal court;
- Claims over loss or damage where that loss or damage is covered under another insurance;
- Claims made by or against the intermediary who submitted **your** application for insurance, the **administrator**, the **insurance providers**, the **adviser** or **us**;
- Any claim **you** make which is false or fraudulent;
- Defending **legal actions** arising from anything **you** did deliberately or recklessly;

- Appeals without the prior written consent of **us**;
 - The costs of any legal representative other than those of the **adviser** prior to the issue of court proceedings of a **conflict of interest** arising;
 - Any costs which **you** incur and wish to recover which **you** cannot substantiate with documentary evidence; or
 - **Advisers' costs** if **your** claim is part of a class action or will be affected by or will affect the outcome of other claims.
3. There is no cover for any claim directly or indirectly arising from:
- Patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreement and passing off;
 - **Computer** software other than proprietary packaged software that has not been tailored to **your** requirements;
 - Planning law;
 - Constructing buildings or altering their structure;
 - Libel, Slander or verbal injury;
 - A dispute or licence to use property or land;
 - A venture for gain by **you** or **your** business partners;
 - A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled;
 - An application for a judicial review;
 - **Advisers' costs** incurred in defending or pursuing new areas of law or test cases;
 - An allegation of miss-selling or mismanagement of financial services or products;
 - Professional negligence in relation to services provided in connection with a matter not covered under this insurance;
 - Subsidence, land heave, land slip, mining or quarrying;
 - A tax or levy relating to **your** owning or living in **your** home; or
 - A manufacturer's warranty or guarantee.
4. Contracts (Rights of Third Parties) Act 1999

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

Claims Conditions

The following conditions apply to claims:

- **You** must notify claims as soon as reasonably possible once **you** become aware of the incident and within no more than 180 days of **you** becoming aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, **our** position has been prejudiced. For claims relating to **identity theft**, these must be reported within 45 days of **you** becoming aware of the incident.
- **We** may investigate the claim and take over and conduct the **legal action** in **your** name. Subject to **your** consent which shall not be unreasonably withheld **we** may reach a settlement of the **legal action**.

- **You** must supply at **your** own expenses all the information which **we** reasonably require to decide whether a claim may be accepted. If court proceedings are issued or a **conflict of interest** arises, and **you** wish to nominate an **adviser** to act for **you**, **you** may do so. Where **you** have elected to use an **adviser** or **your** own choice **you** will be responsible for any **advisers' costs** that exceed **our standard advisers' costs**. The **adviser** must:
 - i. Represent **you** in accordance with **our** standard conditions of appointment;
 - ii. Confirm in writing that he will enable **you** to comply with his obligations under this insurance; and
 - iii. Agree with **us** the rate which his costs will be calculated. If no agreement is reached the Law Society will be asked to nominate an **adviser** and this nomination shall be binding.
- The **adviser** will:
 - i. Provide a detailed view of **your** prospects of success including the prospects of enforcing any judgement obtained;
 - ii. Keep **us** fully advised of any developments and provide such information as **we** may require;
 - iii. Keep **us** advised of **advisers' costs** incurred;
 - iv. Advise **us** of any offers to settle and payment in to court. If against **our** advice such offers or payments are not accepted there shall be no further cover for **advisers' costs** unless **we** agree at **our** absolute discretion to allow the case to proceed;
 - v. Submit bills for assessment and certification by the appropriate body is requested by **us**; and
 - vi. Attempt recovery of costs from third parties.

Disputes

Subject to **your** right to refer a complaint to the Financial Ombudsman (see Making a Complaint) any dispute between **you** and **us** shall be referred to an arbitrator who will either be a solicitor or barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

Reasonable Prospects

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

- The amount of money at stake;
- Whether a reasonable person without legal expenses insurance would wish to pursue or defend the matter;
- The prospects of being able to enforce a judgement; and/or
- Whether **your** interest could be better achieved in another way.

Making a Claim

If **you** need legal advice or to make a claim please telephone the helpline on 0844 770 1040.

In general terms, **you** are required to immediately notify **us** of any potential claim or circumstance which may give rise to a claim. If **you** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the helpline.

Premium Payments

This is an annual insurance policy where **your** premium is collected from **your** bank account on a monthly basis. The dates on which **your** premium will be collected is shown on **your schedule**.

We will not make any payment under this policy unless **you** have paid the premium due to **us**.

If **we** are required to change the level of Insurance Premium Tax or make other changes **we** will change **your** premium from the date the changes come into force.

We can change **your** premium for other reasons by giving **you** 30 days notice in writing.

Cooling Off Period

You are entitled to cancel this insurance by writing to the **administrator** within 14 days of either:

- The date **you** receive **your** insurance documentation; or
- The **start date** of the policy, whichever is the later.

If **you** exercise this right **you** will receive a refund of premium provided **you** have not already made a valid claim against the insurance.

Cancelling your Insurance

You may cancel this policy at the end of any month by writing to the **administrator**.

We may cancel this policy by sending **you** 14 days notice to **your** correspondence address shown in the **schedule**.

As the premium for this policy is paid monthly, **we** will not return any premium **you** have paid.

If any month's premium is not paid for any reason, **you** will receive a letter from **us** asking for payment so the insurance can continue. If **we** do not receive payment within 30 days from when it was due, the insurance will stop from the end of the last month for which premium was received.

Law & Language applicable to the Insurance

This contract is governed by English Law. The language for contractual terms and communication will be English.

Your Personal Information

For the purposes of the Data Protection Act 1988, the Data Controllers in relation to any personal data **you** supply are 3XD Limited, Arc Legal Assistance Limited and Inter Partner Assistance SA.

Telephone Call Recording

For **our** joint protection and for the use of quality control and staff training, telephone calls may be recorded and/or monitored.

Making a Complaint

If **you** are unhappy about how the policy was sold **you** should contact the intermediary who arranged **your** cover, shown on **your schedule** who will notify **you** of their complaints procedure.

If **you** are unhappy about the administration **you** should initially contact the **administrator** in writing or by phone.

The address is: 3XD Limited
PO Box 672
Longridge
Preston
Lancashire
PR3 8AD

The telephone number is: 0845 519 4960

If **you** are unhappy about claims administration **you** should initially contact **us** in writing or by phone.

The address is: Arc Legal Assistance Limited
PO Box 8921
Colchester
CO4 5YD

The telephone number is: 0844 770 9000

The email address is: claims@arclegal.co.uk

If **you** are still unhappy with the response or **your** complaint is still unresolved after 8 weeks, **you** may ask the Financial Ombudsman Service (FOS) to review the complaint.

The address is: Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

The telephone number is: 0845 080 1800

The email address is: complaint.info@financial-ombudsman.org.uk

This does not affect any right of legal action **you** may have. The above complaints procedure is in addition to **your** statutory rights as a consumer for further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

Compensation

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if Arc Legal Assistance Limited or Inter Partner Assistance SA cannot meet their obligations. **Your** entitlement to compensation will depend on the circumstances of the claim.

Further information about compensation scheme arrangements is available at www.fscs.org.uk or by telephoning 0207 892 7300.

Authorisation

Arc Legal Assistance Limited is authorised and regulated by the Financial Services Authority. **Our** FSA register number is 305958. **Our** permitted business is arranging (bringing about) non investment insurance contract, advising on non investment insurance contract, dealing as an agent in non investment insurance contract and assisting in the administration and performance of non investment insurance contracts.

You can check this on the FSA's register by visiting www.fsa.gov.uk or by telephoning the FSA on 0845 606 1234.

Inter Partner Assistance SA is based in Belgium and authorised by the Commission Bancaire, Financiere et des Assurance (CBFA) in Belgium (their regulatory arm) and regulated by the Financial Services Authority here in the UK. Their regulated activities are Miscellaneous Financial Loss, Legal Expenses and Assistance.

Inter Partner Assistance SA is a member of the Association of British Insurers.

HOME EMERGENCY INSURANCE

Introduction

This is **your home emergency** policy document. This policy, any endorsement and **your schedule** make up **your** insurance documents. **You** should keep these documents in a safe place.

This policy is designed to offer 24 hour assistance if **you** suffer a **home emergency**.

Please ensure that:

- **You** are clear which sections of cover **you** have included, the details of which are shown on **your schedule**.
- **You** understand what the policy covers and the restrictions and exclusions.
- **You** understand what **your** responsibilities are under the policy.

The insurance **administrator** is 3XD Limited who administer **your** policy on behalf of DAS Legal Expenses Insurance Company Limited.

When drawing up this contract, **we** have relied on the information and statements that **you** have provided in the proposal for **your home** insurance.

We cannot help in any major emergency which could result in serious risk to **you** or substantial damage to **your home**. In this situation, **you** should immediately contact the Emergency Services and any company that supplied **you** with the service.

We will not pay any claim unless **we** have given **our** agreement, or if there is no one at **home** when **our** approved contractor arrives.

Important Numbers

If **you** need any more information about any aspect of this policy please call:

- 0845 519 4960 for administration queries (lines are open 9am to 6pm Monday to Friday)
- 0800 917 1644 for claim queries (lines are open 24 hours a day)

Section A - Definitions

Throughout this policy there are special words shown in **bold type**. Wherever **we** use these words in this policy document they will always have the following meanings:

Administrator	3XD Limited.
Home	Your principal home (having no more than 15 rooms), situated within the United Kingdom of Great Britain and Northern Ireland, the Isle of Man or the Channel Islands.
Home Emergency	A sudden unforeseen event which requires immediate corrective action to: <ul style="list-style-type: none">• prevent damage or further damage to your home;• make your home safe and secure; or• alleviate unreasonable discomfort, risk or difficulty to you.
Main Heating System	The main hot water or central heating system in your home . This includes pipes which connect components of the system but not cold water supply or drainage pipes. This does not include any non-domestic heating or hot water systems or any form of solar heating.
Period of cover	The period for which we have agreed to cover you .
Plumbing and Drainage	The cold water supply and drainage system within the boundary of your home and for which you are legally responsible. This does not include pipes which connect components of the heating system or for which your water supply or sewerage company are responsible.
Schedule	The document the administrator sends you that confirms your cover under this policy.
Start Date	The date on which the policy starts as shown on your schedule .
We/Us/Our	DAS Legal Expenses Insurance Company Limited.
You or your	The person or persons named on your schedule and your family who live in (or are staying in) your home .

Section B – Home Emergency Cover

We will pay up to £500 (including VAT) for:

- the call out charge and up to 2 hours' labour costs; and
- parts and materials subject to a maximum of £100 (including VAT)

in providing assistance for a **home emergency** which arises from one of the insured incidents shown below.

1.	Plumbing and Drainage The sudden damage to, or blockage, breakage or flooding of the plumbing and drainage system in your home .
2.	Main Heating System The sudden failure to function of the main heating system in your home .
3.	Domestic Power Supply The failure of the domestic electricity or domestic gas supply to your home , but not the failure of the mains supply.

4.	Toilet Unit Impact damage to, or mechanical failure of, the toilet bowl or cistern in your home which results in complete loss of function.
5.	Home Security Damage to, or the failure of, external doors, windows or locks which compromises the security of your home .
6.	Lost Keys The loss of the only available set of keys to your home if you cannot replace them, or gain normal access.

If the service **you** need is not provided under these terms, **we** will try (if **you** wish) to arrange it at **your** expense. The terms of such service are a matter for **you** and **your** supplier.

Your policy only covers **you** if **you** have paid **your** premium. **We** agree to provide the insurance in this policy, keeping to the terms, conditions and exclusions as long as the **home emergency** happens during the **period of cover**.

Section C – Exclusions

There is no cover under this policy for:

- Any incident or matter arising before the **start date**;
- Any claim following an insured incident which happens during the first 48 hours from the start of **your period of cover** if **you** take out this policy at a different time from any other related agreement;
- Any normal day to day **home** maintenance which **you** should carry out or pay for (such as servicing of heating and hot water systems) and the replacement of parts that tend to gradually wear out over a period of time or need regular attention;
- Any costs of re-decorating or cosmetic repairs to parts or equipment in **your home**;
- Any claim where **your home** has been left unoccupied for 30 consecutive days;
- Any claim arising from **your** failure to comply with **our** instructions in respect of the assistance being provided;
- Any costs incurred before **you** have notified **us** of a **home emergency**;
- Any claim arising from any wilful or negligent act or omission by **you**;
- Any claim relating to the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply;
- Any claim relating to the failure of equipment or facilities which is a result of them being incorrectly installed, repaired or modified, or which is caused by a design fault which makes them inadequate or unfit for use;
- Any claims for parts or labour if the equipment or facility is still under guarantee or warranty from the manufacturer, supplier or installer;
- Any claims for the malfunction or blockage of septic tanks, cesspits or fuel tanks;
- Any damage incurred in gaining necessary access to, or in reinstating the fabric of, **your home**;
- Any claims arising out of subsidence, landslip or heave;

- Any properties that **you** own that are not **your** main residence or that **you** rent or let;
- Any damage to boundary walls, gates, hedges or fences and damage to garages or outbuildings;
- Any claim related to **your** failure to purchase or provide sufficient gas, electricity or other fuel source;
- Any costs incurred where **our** approved contractor has attended but **your home** was unoccupied;
- Any **home emergency** caused by, contributed to by or arising from:
 - Ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from burning nuclear fuel;
 - The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear part of it;
 - War, invasion, foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, military force or coup;
 - Pressure waves caused by aircraft or any other airborne devices travelling at sonic or supersonic speeds; or
 - Pollution or contamination of any kind.
- Apart from **us**, **you** are the only person who may enforce all or any part of this policy and the rights and interests arising from our connected with it. This means that the Contract (Rights of Third Parties) Act 1999 does not apply to the policy in relation to any third party rights or interest.

Section D – Making a Claim

If **you** need to make a claim please telephone **us** on 0800 917 1644 and provide **us** with the following information:

- **Your** name and the **home** address including the postcode; and
- The nature of **your home emergency**.

We will tell **you** what to do next. The telephone line is available 24 hours a day. Before requesting assistance, please check that the circumstances are covered by the policy. It is important that **you** contact **us** as soon as possible after the **home emergency** and within 48 hours of becoming aware of the problem. Please note that remote locations and unforeseeable adverse weather conditions may affect normal standards of service.

Section E - Premium Payments

This is a monthly insurance **policy** and **your** premium is collected from your bank account on a monthly basis. The dates on which **your** premium will be collected is shown on **your schedule**.

We will not make any payment under this policy unless **you** have paid the premium due to **us**.

If **we** are required to change the level of Insurance Premium Tax or make other changes **we** will change **your** premium from the date the changes come into force.

We can change **your** premium for other reasons by giving **you** 30 days notice in writing.

Section F – Cooling Off Period

You are entitled to cancel this insurance by writing to the **administrator** within 14 days of either:

- The date **you** receive **your** insurance documentation; or
- The **start date** of the policy, whichever is the later.

Section G - Cancelling your Insurance

You may cancel this policy at the end of any month by writing to the **administrator**.

We may cancel this policy by sending **you** 30 days notice to **your** correspondence address shown in the **schedule**.

As the premium for this policy is paid monthly, **we** will not return any premium **you** have paid.

If any month's premium is not paid for any reason, **you** will receive a letter from **us** asking for payment so the insurance can continue. If **we** do not receive payment within 30 days from when it was due, the insurance will stop from the end of the last month for which premium was received.

Section H – General Conditions

You must:

- keep to the terms and conditions of this policy;
- maintain the **home** and all domestic equipment in good condition, and carry out or arrange regular inspections and preventative maintenance to the fabric and structure of **your home**;
- try to prevent anything happening that may cause a claim; and
- take reasonable steps to keep any amount **we** have to pay as low as possible.

We will not pay for any loss that is not directly covered by the terms and conditions of this policy. For example, **we** will not pay to replace a carpet damaged by a leak or for time taken off work because of a **home emergency**.

We will not pay any claim covered under any other policy, or any claims that would have been covered by any other policy if this policy did not exist.

We will make every effort to provide the service at all times but **we** will not be responsible for any liability arising from a breakdown of the service for reasons **we** cannot control.

Section I - Law & Jurisdiction applicable to the Insurance

This policy will be governed by English Law.

Section J - Data Protection

For the purposes of the Data Protection Act 1988, the Data Controllers in relation to any personal data **you** supply are 3XD Limited and DAS Legal Expenses Insurance Company Limited.

Section K - Telephone Call Recording

For **our** joint protection and for the use of quality control and staff training, all telephone calls are recorded and monitored. By using this service, **you** are agreeing to **us** recording **your** call.

Section L - Making a Complaint

If **you** are unhappy about how the policy was sold **you** should contact the intermediary who arranged **your** cover, shown on **your schedule** who will notify **you** of their complaints procedure.

If **you** are unhappy about the administration **you** should initially contact the **administrator** in writing or by phone.

The address is: 3XD Limited
PO Box 672
Longridge
Preston
Lancashire
PR3 8AD

The telephone number is: 0845 519 4960

If **you** are unable to resolve the matter with the **administrator** or wish to make a complaint about claims handling, **you** may do so at any time by referring the matter to **us** in writing for a final response.

The address is: DAS Legal Expenses Insurance Company Limited
DAS House
Quay Side
Temple Back
Bristol
BS1 6NH

The telephone number is: 0117 934 0066

The email is: customerrelations@das.co.uk

If **you** are still unhappy with the response or **your** complaint is still unresolved after 8 weeks, **you** may ask the Financial Ombudsman Service (FOS) to review the complaint.

The address is: Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

The telephone number is: 0845 080 1800

This does not affect any right of legal action **you** may have.

The home insurance policy is underwritten by Groupama Insurance Company Limited

Groupama Insurance Company Limited is authorised and regulated by the
Financial Services Authority under reference 202124

The legal expenses policy is provided by Arc Legal Assistance Limited
and underwritten by Inter Partner Assistance SA

The home emergency policy is underwritten by DAS Legal Expenses Insurance Company Limited

DAS Legal Expenses Insurance Company Limited is authorised and regulated by the
Financial Services Authority under reference 202106

This policy is administered by 3XD Limited

3XD Limited is authorised and regulated by the
Financial Services Authority under reference 469379

Document Reference TX169-GAPOL2
Revision Date 19th September 2011