

magenta home

UNDERWRITING WITH CARE

POLICY WORDING

inet3

CUSTOMER SERVICE

This document sets out the conditions of the contract of insurance between you and the insurer. You should keep it in a safe place. Please read the whole document carefully. It is arranged in different sections and it is important that:

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

This insurance has been arranged for **you** by **inet3** Limited (**inet3**). For any queries or alterations to **your** cover, please call **inet3** on: **03300 555 210** (Opening hours: Monday to Friday 9am to 5pm). Details of how to make a claim are shown at the back of this booklet.

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THE CONTRACT OF INSURANCE

Thank **you** for choosing "**magenta:home**".

Please read the policy and **schedule** carefully.

Cover under "**magenta:home**" has been tailored to the specific **Buildings** and/or **Contents** requirements that **you** have declared during the quotation process and within **your** supporting application. This insurance relates only to those sections of the policy which are shown in the **schedule** as being included.

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

The policy wording, the **schedule** and any endorsements will form a legally binding contract of insurance between **you** and **us**. The 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. **We** may cancel or change any part of the contract without obtaining further permission.

You are free to choose the law applicable to the insurance contract. Unless specifically agreed to the contrary, "**magenta:home**" shall be subject to English law.

This insurance has been arranged for **you** by inet3. The policy is underwritten by the insurer(s) shown in the **schedule**. Details of how to make a claim are shown in the **schedule**. inet3 is authorised and regulated by the Financial Conduct Authority (FCA). **You** can check this on the FCA website, www.fca.org.uk/register or by calling 0800 111 6768.

This insurance will be accepted under a binding authority from the insurer(s), whereby underwriting authority has been granted to inet3.

We trust that **you** are happy with the level of cover provided by "**magenta:home**". However, **you** have the right to cancel "**magenta:home**" from the inception date without giving any reasons, providing **your** instruction is submitted within 14 days of receiving the policy. In this event, please return the documents to inet3 who will refund **your** premium in full. This refund is subject to no incidents having occurred, which give rise to a claim.

In accepting this risk **we** have at all times taken into account **our** obligation to act in **your** best interest.

Signed for and on behalf of the insurer



David Reid
Chief Executive
inet3 Limited

DEFINITIONS

(Where the following words appear in bold in this insurance contract, they will have the meanings shown below)

This definition includes:	This definition does not include:
Accidental Damage Damage caused by violent external means.	
Bodily Injury Includes death or disease.	
Buildings • The **home** and its decorations; • fixtures and fittings attached to the **home**; • tennis courts, swimming pools, drives, patios and terraces, walls, gates and fences and fixed fuel tanks which **you** own or for which **you** are legally responsible within the premises named in the **schedule**.	
Business Equipment Furniture, computers (including keyboards and monitors) printers, modems, fax machines, photocopiers, typewriters and phone equipment in the **home** which belong to **you** or for which **you** are legally responsible.	
Contents Household goods, **valuables** and **personal belongings**, within the **home**, which are **your** property or which **you** are legally responsible for. **Contents** includes: • 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 premises up to £500 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the **home**). Cover also excludes storm and flood. • Deeds and registered bonds and other personal documents up to £1,500 in total. • Stamps or coins forming part of a collection up to £1,000 in total. • Gold, silver, gold and silver plated articles, jewellery and furs up to £7,000 in total, with the limit for any one item being £2,500 within **your home**. • Domestic oil in fixed fuel oil tanks up to £750 in total. • Pedal cycles up to £750 per pedal cycle (within the **home**). • The sum insured under this section will automatically be increased by 10% for a 30 day period prior to and following 25th December, the Wedding Day and Birthday of **you** or a member of **your** family, permanently resident at **your home**. • **Contents** belonging to a member of **your** family who is away at university/college during term time but who are usually resident at **home**, up to the value of £3,000 in total (with the limit for any one item being £500). Cover excludes theft unless by forcible or violent entry. • Business equipment up to £5,000 in total.	**Contents** • Motor vehicles (other than garden machinery), caravans, trailers or watercraft or their accessories. • Any living creature. • Any part of the **buildings**. • Any property used or held for business purposes other than **business equipment**. • Any property insured under any other insurance. • Landlord's fixtures and fittings.
Credit Cards Credit cards, charge cards, debit cards, bankers cards and cash dispenser cards.	
Endorsement A change in the terms and conditions of this insurance.	

DEFINITIONS *continued*

This definition includes:	This definition does not include:
Excess The amount stated in the policy payable by **you** in the event of a claim.	
Home The private dwelling and the garages and outbuildings used for domestic purposes at the premises shown in the **schedule**, which **you** are legally responsible for.	
Money Current legal tender, postal and **money** orders. Postage stamps not forming part of a stamp collection. Savings stamps and savings certificates, travellers' cheques. Premium bonds, luncheon vouchers and gift tokens All held for private or domestic purposes.	
Period of Insurance The duration of this policy as shown in the **schedule**.	
Personal Belongings Personal belongings are items that belong to **you** and are normally worn or carried on the person including: • luggage; • clothing; • sports, musical, camping and photographic equipment; • mobile phones (£350 limit for any one mobile); • **money** and **credit cards** (£500 limit per claim); • **computer** equipment; • pedal cycles (£750 limit per cycle).	**Personal Belongings** • Tools or instruments used or held for business, professional or trade purposes other than **computer** equipment. • **Valuables**. • Contact or corneal lenses, hearing aids. • Pagers unless specified in the **schedule**. • Any property insured under any other insurance.
Sanitary Ware Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.	
Schedule The **schedule** is part of this insurance contract and contains details of **you**, the premises, the sums insured, the **period of insurance** and the sections of this insurance which apply.	
Standard Construction The **buildings** which are constructed of brick or stone and with a tile or slate roof.	
Unfurnished Where the main **buildings** are not furnished enough for **you** to live in.	
United Kingdom England, Scotland, Wales, Northern Ireland, Isle of Man and the Channel Islands.	
Unoccupied Where the **buildings** have not been lived in (by **you** or someone who has **your** permission to live in the **buildings**) for more than 60 consecutive days.	

DEFINITIONS *continued*

This definition includes:	This definition does not include:
Valuables Stamp, coin or medal collections, antiques, collectables, pictures, other works of art, items of gold, silver or other precious metals, jewellery and furs which belong to **you** or are **your** legal responsibility.	
We/Us/Our The insurer stated in the **schedule**.	
You/Your The person or persons named in the **schedule** and members of **your** family who permanently live in the **home**, including any resident domestic servant employed by **you**.	

GENERAL CONDITIONS

(Applicable to the whole of this insurance)

You must comply with the following conditions (**your** duties) or **we** may, at **our** option, cancel the insurance or refuse to deal with **your** claim.

Your Duties

1. **You** must take all reasonable steps to prevent loss, damage or accident and keep the **buildings** in a good state of repair
2. **You** must tell **us** immediately if **you**:
   c. stop using the **home** as **your** permanent private residence;
   d. let the property;
   e. regularly leave the **home** unattended by day or by night;
   f. change any information given to **us** at the time of quotation.

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

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

Contracts (Right to Third Parties) Act 1999

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

Cancellation

We or inet3, as **our** authorised agents, may cancel this insurance by giving **you** 10 days' notice in writing, which **we** will send to the address shown in the **schedule**. A refund of premium will be made for the unexpired **period of insurance**.

You may cancel the insurance by giving inet3 Limited written notice. Any refund due will be calculated from the date that inet3 receive the written notice on a pro-rata basis. However, **we** will not make a pro-rata refund on Direct Debit cases where the refund is less than one month's instalment.

Please note

No refund will be allowed if a claim has occurred in the **period of insurance**.

GENERAL EXCLUSIONS

(Applicable to the whole of this insurance)

This policy does not cover **you** for direct or indirect loss of, or damage to, any property, or any legal liability caused by, contributed to, or arising from the following.

Radioactive Contamination and Nuclear Assemblies

Radioactive contamination from:

- ionising radiation, contamination from any nuclear fuel, or from any nuclear waste arising from burning nuclear fuel;
- the radioactive, toxic, explosive or other dangerous effect of any explosive nuclear equipment or part of that equipment.

War

War, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil rebellion, revolution or military or usurped power.

Sonic Bangs

Pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

Existing and Deliberate Damage

We will not pay for loss or damage:

- occurring outside of the **period of insurance**;
- caused deliberately by **you** or any person lawfully in the **home**;
- due to indirect loss of any kind or description.

Pollution Exclusion

We will not pay for loss, damage or liability in respect of any kind of pollution and/or contamination other than:

- when caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** at the **home**; and
- reported to **us** not later than 30 days from the end of the **period of insurance**

in which case all such pollution and/or contamination arising out of such accident shall be deemed to have happened at the time of such accident.

Confiscation

Loss, damage or liability occasioned by or happening through confiscation or detention by customs or other officials or authorities.

Loss of Value

Any reduction in market value of any property following its repair or reinstatement.

GENERAL CONDITIONS *continued*

Instalments

Where payment of premium is not made, any cover otherwise provided by this policy will be inoperative from the date the premium was due.

Where a claim has been notified during the current **period of insurance**, **you** must continue with the instalment payments throughout the remaining **period of insurance**, or pay the remaining premium in full. If **you** fail to do so, **we** may deduct any outstanding amount from any claims settlement.

GENERAL EXCLUSIONS *continued*

Biological and Chemical Contamination

We will not pay for:

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any indirect loss;
2. or any legal liability of whatsoever nature;
3. death or injury to any person directly or indirectly caused by or contributed to by or arising therefrom biological or chemical contamination due to or arising from:

- terrorism; and/or
- steps taken to prevent, suppress, control or reduce the consequences of any actual attempted, threatened, suspected or perceived terrorism.

For the purposes of this exclusion, "terrorism" means any act(s) of any person(s) or organisation(s) involving:

- the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- 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.

Electronic Data

We will not pay for:

1. loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or any indirect loss;
2. or any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:

- **computer** viruses, erasure or corruption of electronic data;
- the failure of any equipment to correctly recognise the date or change of date.

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.

CLAIM CONDITIONS

(Applicable to the whole of this insurance)

You must comply with the following conditions (**your** duties) or **we** may, at **our** option cancel the insurance or refuse to deal with **your** claim.

Your Duties

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

1. **You** must notify **us** as soon as reasonably possible, giving full details of what has happened.
2. **You** must provide **us** with details of what has happened within 30 days and provide any other information **we** may reasonably require.
3. **You** must pay for any estimates that **we** may require.
4. **You** must immediately forward to **us**, if a claim for liability is made against **you**, any letter, claim, writ, summons or other legal document **you** receive, unanswered.
5. **You** must not admit liability, or offer or agree to settle any claim without **our** written permission.
6. **You** must inform the Police as soon as reasonably possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.

How We Deal with Your Claim

1. **Defence of Claims**

We may:

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

2. **Other Insurance**

If, at the time of any loss, damage or liability covered under this insurance, **you** have any other insurance which covers the same loss, damage or liability, **we** will only pay **our** share of the claim.

3. **Fraudulent Claims**

You must not act in a fraudulent manner. If **you** or anyone acting for **you**:

- make a claim under the policy knowing the claim to be false, or fraudulently exaggerated in any respect; or
- make a statement in support of a claim knowing the statement to be false in any respect or submit a document in support of a claim knowing the document to be forged or false in any respect; or
- make a claim in respect of any loss or damage caused by **your** wilful act or with **your** connivance,

then:

- **we** shall not pay the claim;
- **we** shall not pay any other claim which has been or will be made under the policy;
- **we** may, at **our** option declare the insurance void;
- **we** shall be entitled to recover from **you** the amount of any claim paid under the policy since the last renewal date;
- **we** shall not make any return of premiums;
- **we** may inform the Police of the circumstances.

SECTION 1 BUILDINGS

(Your schedule will show you if this cover applies)

What is covered	What is not covered
Loss or damage to **your buildings** during the **period of insurance** caused by the following insured events.	The first £100 of every claim, unless otherwise stated in **your schedule** or below.
1. Fire, smoke, lightning, explosion or earthquake.	
2. Storm or flood.	• Loss or damage caused by subsidence, heave or landslip. • Loss or damage to domestic fixed fuel oil tanks in the open, swimming pools or covers, fences, gates and hedges. • Damage caused by frost.
3. Escape of water or oil from and frost damage to fixed water tanks, apparatus pipes or to fixed fuel oil tanks.	• Loss or damage caused by subsidence, heave or landslip. • Loss or damage to fixed fuel oil tanks in the open and swimming pools or covers. • Loss or damage if **your home** is **unoccupied** or unfurnished for more than 60 consecutive days. • Loss or damage by faulty workmanship.
4. Water freezing in any fixed domestic water or heating installation.	• Loss or damage if **your home** is **unoccupied** or unfurnished for more than 60 consecutive days. • Loss or damage if the installation is outdoors or in an outbuilding, unless the installation is connected to a domestic heating boiler protected by a frost-stat device.
5. Theft or attempted theft.	• Loss or damage if **your home** is **unoccupied** or unfurnished for more than 60 consecutive days. • Loss or damage while the **home** is lent, let or sublet unless the loss or damage follows violent and forcible entry. • Loss or damage caused by **you** or **your** guests.
6. Collision or impact by any vehicle or animal, aircraft and other flying devices or items dropped from them.	• Loss or damage if **your home** is **unoccupied** or unfurnished for more than 60 consecutive days. • Loss or damage caused by insects, birds, vermin or domestic pets.
7. Riot, violent disorder, strike, labour disturbance, civil commotion or malicious acts.	• Loss or damage caused by **you**, **your** guests or tenants. • Loss or damage if **your home** is **unoccupied** or unfurnished for more than 60 consecutive days.
8. Subsidence or heave of the site upon which the **buildings** stand or landslip.	• Loss or damage to domestic fixed fuel oil tanks, swimming pools or covers, tennis courts, drives, patios and terraces, walls, gates and fences unless the exterior walls of the **home** are also affected at the same time by the same cause. • Loss or damage to solid floors, unless the walls of the **home** are damaged at the same time by the same cause. • Loss or damage arising from faulty design, specification, workmanship or materials. • Loss or damage, for which compensation has been provided or would have been but for the existence of this insurance, under any contract or a guarantee or by law. • The first £1,000 of every claim. • Loss or damage caused by coastal or river erosion. • Loss or damage whilst the **buildings** are undergoing any structural repairs, alterations or extensions. • Loss or damage caused by normal settlement, shrinkage or expansion.
9. Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and masts.	
10. Falling trees, branches, telegraph poles or lamp posts.	• Loss or damage caused by trees being cut down or cut back. • Loss or damage to gates, hedges and fences.

BUILDINGS *continued*

This section also covers:

What is covered	What is not covered
a. The cost of **accidental damage** to: b. fixed glass and double-glazing (including the cost of replacing frames); c. solar panels; d. **sanitary ware**; e. ceramic hobs f. all forming part of the **buildings**.	• Loss or damage if **your home** is **unoccupied** or unfurnished for more than 60 consecutive days.
g. The cost of **accidental damage** to: h. domestic oil pipes; i. underground water supply pipes; j. underground sewers, drains and septic tanks; k. underground gas pipes; l. underground cables serving the **home** and which **you** are legally responsible for.	• Loss or damage due to wear and tear or gradually operating cause. • Damage by gradual deterioration which has caused an installation to reach the end of its serviceable life.
m. If **you** have to move out of **your home** because of any loss or damage covered by an insured event, **we** will pay **you** for one of the following expenses or losses **we** have agreed to: n. rent **you** would have received if **your home** could have been lived in; o. the cost of reasonable alternative accommodation for the time **you** cannot live in **your home**; p. an amount equal to the rent which **you** pay while **you** are not living in **your home**. **We** will only pay under this section for the period **your home** is unfit to live in.	• More than £25,000 in total.
q. Expenses **you** have to pay and which **we** have agreed in writing for: r. architects', surveyors', consulting engineers' and legal fees; s. the cost of removing debris and making safe the building; t. costs **you** have to pay in order to comply with any government or local authority requirements following loss or damage to the **buildings** under Section 1: **Buildings**.	• Any expenses for preparing a claim or an estimate of loss or damage. • Any costs if government or local authority requirements have been served on **you** before the loss or damage.
u. Increased metered water charges **you** have to pay following an escape of water which gives rise to an admitted claim under insured event 3 of Section 1: **Buildings**.	• More than £750 in any **period of insurance**. If **you** claim for such loss under Section 1: **Buildings** and Section 2: **Contents**, **we** will not pay more than £750 in total.
v. Anyone buying the **home** will have the benefit of Section 1: **Buildings** cover until the sale is completed or the insurance ends, whichever is sooner.	• If the **buildings** are insured under another insurance.
w. The cost of replacing and fitting the locks or lock mechanism of external doors and windows of the **home** if the keys are lost or stolen anywhere in the world.	• More than £500 in total.
x. If **your buildings** are damaged by water escaping from tanks, pipes, equipment or fixed heating systems in **your home**, **we** will pay the cost of removing and replacing any other part of **your buildings** necessary to find and repair the source of the leak and making good.	• **We** will not pay more than £5,000 for any one event.

BUILDINGS LIABILITY

(Liability as the owner of your present home)

What is covered	What is not covered
All amounts which **you** become legally liable to pay for accidents happening in and around **your home** during the **period of insurance**. **We** will provide this cover if the accidents result in: • **bodily injury** to any person other than **you** or a domestic employee; • loss or damage to property which **you** or **your** domestic employees do not own or have legal responsibility for. If **you** die, **we** will pay all amounts **your** personal representatives become legally liable to pay for liability under this section. **We** will pay up to £2,000,000 for any one claim (or series of claims arising from the same incident). However, **we** will also pay any costs and expenses **we** have agreed in writing. **We** will insure **your** liability under Section 3 of the Defective Premises Act 1972 or Section 5 of the Defective Premises (Northern Ireland) Order 1975, as owner of any previous **home** which **you** occupied, for accidents happening in and around that **home** which result in: • **bodily injury** to any person, or • loss or damage to property. If **you** die, **we** will pay all amounts **your** personal representatives become legally liable to pay for liability under this section. **We** will pay up to £2,000,000 for any one claim or series of claims arising from the same incident. However, **we** will also pay any costs and expenses **we** have agreed in writing.	**You** are not covered for liability arising: • as the occupier of the **home**; • from any agreement or contract unless **you** would have been legally liable anyway; • from the ownership or occupation of any land or **buildings** other than the **home**; • where **you** are entitled to cover from another source; • from any trade or business activity; • from any communicable disease or condition; • from **you** owning or using any: power-operated lift; • liability arising from:any deliberate or wilful or malicious act. **You** are not covered for liability arising from: • an incident which happens over 7 years after this insurance ends or **your home** was sold; • any cause for which **you** are entitled to cover under another source; or • the cost of correcting any fault or alleged fault.

ACCIDENTAL DAMAGE TO BUILDINGS

(The following applies only if the schedule shows that accidental damage to the buildings is included and the appropriate additional premium has been paid)

What is covered	What is not covered
This extension covers **accidental damage** to the **buildings**. **We** will only cover **accidental damage** to the **buildings** which **you** are legally responsible for.	• The first £100 of every claim unless otherwise stated in the **schedule**. • Damage or any proportion of damage which **we** specifically exclude elsewhere under Section 1: **Buildings**. • The **buildings** moving, settling, shrinking, collapsing, or cracking. • Damage while the **home** is being altered, repaired, cleaned, maintained or extended. • Damage while the **home** is lent, let, sublet or **unoccupied**. • The cost of general maintenance. • Damage caused by wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause. • Damage arising from faulty design, specification, workmanship or materials. • Damage from mechanical or electrical faults or breakdown. • Damage caused by dryness, dampness, extremes of temperature or exposure to light. • Damage to swimming pools or covers, gates and fences and fuel tanks. • Damage caused by domestic pets. • Depreciation in value or indirect loss.

SETTLING CLAIMS (BUILDINGS)

How we deal with your claim

If **your** claim for loss or damage is covered under Section 1: **Buildings**, **we** will pay the full cost of repair or replacement as long as:

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

We will take an amount off for wear and tear (from the cost of any replacement or repair) if immediately before the loss or damage the **buildings** were not in a good state of repair.

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

Your sum insured

The sum insured shall represent the full cost of rebuilding the **buildings** up to a maximum of £1,000,000.

Maintaining the sum insured

After **we** have settled a claim, **we** will not reduce **your** sum insured on **your buildings**, as long as **you** take reasonable measures **we** suggest to prevent any further loss or damage. (**We** will not charge any extra premium for maintaining the sum insured.)

Index linking

The premium will be reviewed annually and may be adjusted in line with the changes in the House Rebuilding Cost Index, produced by the Royal Institution of Chartered Surveyors, or in line with any other index that **we** decide.

If **you** make a claim, index linking will continue during the period when the repair or rebuilding is being carried out, as long as **you** take reasonable action for the repair or rebuilding to be carried out immediately.

We will not make a charge for index linking during the **period of insurance**. But each time **your** insurance is renewed, **we** will calculate a new premium.

SECTION 2 CONTENTS

(Your schedule will show you if this cover applies)

What is covered	What is not covered
Loss of or damage to **your contents** whilst in the **home** during the **period of insurance** caused by the following insured events.	The first £100 of every claim, unless otherwise stated in the **schedule**.
1. Fire, smoke, lightning, explosion or earthquake.	• Any gradually operating cause.
2. Storm or flood.	• **Contents** in the open.
3. Escape of water or oil from a domestic fixed oil fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation or plumbed in domestic appliance.	• Loss or damage due to wear and tear or any gradually operating cause. • Loss or damage caused by faulty workmanship. • Loss or damage if **your home** is **unoccupied** or unfurnished for more than 60 consecutive days.
4. Water freezing in any fixed domestic water or heating installation.	• Loss or damage if the installation is outdoors or in an outbuilding, unless the installation is connected to a domestic heating boiler protected by a frost-stat device. • Loss or damage to the installation itself. • Loss or damage caused by faulty workmanship. • Loss or damage if **your home** is **unoccupied** or unfurnished for more than 60 consecutive days.
5. Theft or attempted theft.	• Loss or damage whilst the **home** is lent, let or sublet unless the loss or damage is caused by a violent and forcible entry. • More than £2,000 for theft or attempted theft from any domestic outbuilding or garage. • Loss or damage caused by **you** or **your** guests or tenants. • Loss or damage if **your home** is **unoccupied** or unfurnished for more than 60 consecutive days. • Loss where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason.
6. Collision or impact by any vehicle, animal, aircraft, other flying devices or items dropped from them.	• Loss or damage caused by insects, birds, vermin or domestic pets. • Loss or damage if **your home** is **unoccupied** or unfurnished for more than 60 consecutive days.
7. Riot, violent disorder, strike, labour disturbance, civil commotion or malicious acts.	• Loss or damage if **your home** is **unoccupied** or unfurnished for more than 60 consecutive days. • Loss or damage caused by **you** or **your** guests or tenants.
8. Subsidence or heave of the site upon which the **buildings** stand or landslip.	• Loss or damage arising from faulty design, specification, workmanship or materials. • Loss or damage whilst the **home** is undergoing any structural repairs, alterations or extensions. • Loss or damage by coastal or river bank erosion.
9. Breakage or collapse of fixed radio and television aerials, fixed satellite dishes and their fittings and mast.	
10. Falling trees, branches, telegraph poles or lamp posts.	• Loss or damage caused by trees being cut down or cut back, within the boundary of the **buildings**.
This section also covers:	
a. **Accidental damage** to: b. televisions, satellite decoders; c. audio and video equipment; d. radios; e. **home** computers and video cassette recorders situated within the **home**.	• Loss or damage caused by domestic pets. • Loss or damage or deterioration caused in the process of cleaning, repair, renovation, or dismantling. • Loss or damage to tapes, records, cassettes, discs or **computer** software. • Mechanical or electrical faults or breakdown. • Loss or damage to video cameras or camcorders.

f. The **contents**, if these are not already insured elsewhere, whilst they are temporarily out of the **home** against loss or damage directly caused by: i. events 1 to 10 under Section 2: **Contents** while the **contents** are: b. in any occupied private dwelling; c. in any **buildings** where **you** are living or working; d. in any **buildings** for valuation, cleaning or repair; e. in any furniture store; f. in any bank or safe deposit; vii. fire, lightning, explosion, earthquake, theft or attempted theft while the **contents** are being moved to **your** new **home** or to or from any bank, safe deposit or furniture store.	• **Contents** outside the **United Kingdom**. • **Money** or **credit cards**. • More than £500 for **contents** in a furniture store.
h. Loss or damage to **contents** belonging to visitors as a result of insured events 1 to 10.	• More than £250 any one visitor. • Loss or damage to **contents** which are covered by other insurance or belonging to a paying guest or lodger.
i. If **you** have to move out of **your home** because of any loss or damage covered by an insured event, **we** will pay **you** for one of the following expenses or losses **we** have agreed to: j. rent **you** would have received if **your home** could have been lived in; k. the cost of reasonable alternative accommodation for the time **you** cannot live in **your home**; l. an amount equal to the rent which **you** pay while **you** are not living in **your home**. **We** will only pay under this section for the period **your home** is unfit to live in.	• More than £25,000 in total.
m. Fatal injury to **you**, happening at the premises shown in the **schedule**, caused by outward and visible violence by burglars or by fire, provided that death ensues within twelve months of such injury, for a maximum amount of £5,000 for each insured person.	
n. Costs **you** have to pay for replacing locks to safes, alarms and outside doors to the **home** following theft or loss of **your** keys.	• More than £500 in total.
o. Increased metered water charges **you** have to pay following an escape of water which gives rise to an admitted claim under insured event 3 of Section 2: **Contents**.	• More than £750 in any **period of insurance**. If **you** claim for such loss under Section 1: **Buildings** and Section 2: **Contents**, **we** will not pay more than £750 in total.
p. **We** will pay an amount not exceeding £10 per day to you or any member of your household in respect of loss of ir-recoverable earnings and additional expenses arising from service as a juror.	• More than £1,000 in total.
q. **We** will pay up to 15% of the sum insured for contents that you become legally liable to pay under a tenancy agreement for: r. loss or damage caused by insured events 1 to 10 of Section 2: Contents and insured events a) and b) of Section 1: Buildings. s. accidental damage and breakage as under buildings cover. We will only provide this cover if the loss or damage occurs during the period of insurance. If you die, we will pay all amounts your personal representatives become legally liable to pay for liability under this section.	
t. Breakage of mirrors, glass or ceramic tops to furniture and fixed glass in furniture.	• Loss or damage if **your home** is **unoccupied** or unfurnished for more than 60 consecutive days.

CONTENTS LIABILITY

(This section applies only if the contents are insured under Section 2: Contents)

What is covered

Personal Liability

We will pay for all amounts which **you** become legally liable to pay for accidents not connected with **you** owning or living in **your home** which result in:

- **bodily injury** to any person other than **you** or a domestic employee;
- loss or damage to property which **you** or **your** domestic employees do not own or have legal responsibility for.

We will provide this cover for accidents which occur during the **period of insurance**.

If **you** die, **we** will pay all amounts **your** personal representatives become legally liable to pay for liability under this section.

We will pay up to £2,000,000 for any claim or series of claims resulting from one incident. **We** will also pay any costs and expenses **we** have agreed in writing.

Liability as occupier of your home

We will pay **you** (as occupier and not owner of **your home**), for all amounts which **you** become legally liable to pay for incidents happening in and around **your home** which result in:

- **bodily injury** to any person other than **you** or a domestic employee;
- loss or damage to property which **you** or **your** domestic employees do not own or have legal responsibility for.

We will provide this cover for incidents which occur during the **period of insurance**.

If **you** die, **we** will pay all amounts **your** personal representatives become legally liable to pay for liability under this section.

We will pay up to £2,000,000 for any claim or series of claims resulting from one incident. **We** will also pay any costs and expenses **we** have agreed in writing.

Unpaid damages

We will pay **you** all amounts **you** have been awarded in courts within the **United Kingdom** and which have not been paid to **you** within three months of the date of the award. **We** will only provide this cover if:

- there is not going to be an appeal;
- the incident giving rise to the claim happened within the **United Kingdom** and during the **period of insurance**;
- **you** would have been entitled to a payment under the personal liability part of Section 2: **Contents** if the award had been made against **you** rather than to **you**;
- the person who owes the award does not live with **you**.

We may take **proceedings**, at **our** own expense and for **our** own benefit, to recover any payment **we** have made under this insurance.

We will pay up to £250,000 for any claim or series of claims during the **period of insurance**. **We** will also pay any costs and expenses **we** have agreed in writing.

What is not covered

Liability arising:

- as owner of the **home**;
- from any agreement or contract unless **you** would have been legally liable anyway;
- during visits to Canada or the United States of America which are for more than 60 days in any one **period of insurance**;
- from the ownership or occupation of any land or **buildings** other than the **home**;
- where **you** are entitled to cover from another source;
- from any trade or business activity;
- from **you** owning or using any:
  - u. power-operated lift
  - v. mechanically-propelled vehicle or horse-drawn vehicle (other than domestic garden equipment not licensed for road use)
  - w. aircraft, hovercraft or watercraft (other than rowing boats or canoes)
  - x. caravans or trailers
  - y. animals other than **your** pets
  - z. dangerous dogs specified under the Dangerous Dogs Act 1991;
- from loss or damage while the **home** is unfurnished or **unoccupied**;
- from the transmission of any communicable disease or virus by **you** or any member of **your** family;
- from firearms (except shotguns used for sporting purposes);
- for **bodily injury** to a member of **your** family or any person usually living in the **home** or to a person under a contract of service or apprenticeship to **you** or **your** family.
- Damage to property owned by or held in trust or in the custody or control of **you** or **your** family or any person usually living in the **home**.
- The direct or indirect consequences of assault or alleged assault.
- Any deliberate, wilful or malicious act.

ACCIDENTS TO DOMESTIC EMPLOYEES

(This section applies only if the contents are insured under Section 2: Contents)

What is covered	What is not covered
Amounts **you** become legally liable to pay, including costs and expenses which **we** have agreed in writing, for accidental **bodily injury** to domestic employees happening during the **period of insurance** in connection with incidents arising at the risk address. **Limit of insurance** **We** will not pay more than £5,000,000 for any one claim or series of claims arising out of any one incident, including the costs and expenses that **we** have agreed in writing.	Bodily injury arising directly or indirectly: • from any motor vehicle in Canada or the United States of America; • from any vehicle used for racing, pace-making or speed testing; • from any communicable disease or condition; • in Canada or the United States of America after the total period of stay has exceeded 60 days in the **period of insurance**.

ACCIDENTAL DAMAGE TO CONTENTS

(The following applies only if the schedule shows that accidental damage to contents is included and the appropriate additional premium has been paid)

What is covered	What is not covered
Accidental damage to the **contents** within the **home**.	• The first £100 of every claim unless otherwise stated in the **schedule**. • Damage or any proportion of damage which **we** specifically exclude elsewhere under Section 2: **Contents**. • Damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon. • More than £1,000 in total for porcelain, china, glass and other brittle articles. • **Money**, **credit cards**, documents or stamps. • Damage to contact, corneal or micro-corneal lenses. • Damage while the **home** is lent, let, sublet or **unoccupied**. • Damage caused by wear and tear, moth, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause. • Damage arising out of faulty design, specification, workmanship or materials. • Damage from mechanical or electrical faults or breakdown. • Damage caused by dryness, dampness, extremes of temperature and exposure to light. • Damage caused by domestic pets. • Depreciation in value or indirect loss.

SETTLING CLAIMS (CONTENTS)

How we deal with your claim

If **you** claim for loss or damage to the **contents**, **we** will at **our** option repair, replace or pay for any article covered under Section 2: **Contents**.

For total loss or destruction of any article, **we** will pay **you** the cost of replacing the article as new as long as the new article is as close as possible to but not an improvement on the original article when it was new and **you** have paid for or **we** have authorised the cost of replacement.

The above basis of settlement will not apply to:

- clothes;
- camping equipment;
- household linen;
- pedal cycles

where **we** will take off an amount for wear and tear.

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

Your sum insured

The most **we** will pay under Section 2: **Contents** is the sum insured shown on the **schedule** of **contents**, adjusted in line with index linking.

Under-insurance

If the cost of repairing or replacing the **contents** is more than the sum insured at the time of any loss or damage, then **you** will have to pay a share of the claim. For example, if **your** sum insured only covers one-third of the cost of repairing or replacing **your contents**, **we** will only pay one-third of the claim.

Maintaining the sum insured

After **we** have settled a claim, **we** will not reduce **your** sum insured on **your contents**, as long as **you** take reasonable measures **we** suggest to prevent any further loss or damage. (**We** will not charge any extra premium for maintaining the sum insured.)

Index linking

The sum insured will be index linked. This means that the sum insured will be adjusted in line with the changes in the Government Consumer Durables Index or in line with any other index that **we** decide. If **you** make a claim, index linking will continue during the period when the repair is being carried out as long as **you** take reasonable action for the repair or rebuilding to be carried out immediately.

We will not make a charge for index linking during the **period of insurance**. Each time **your** insurance is renewed, **we** will work out a new premium for the adjusted sum insured.

SECTION 3 VALUABLES AND PERSONAL BELONGINGS

(This section applies only if the contents are insured under Section 2: Contents)

What is covered	What is not covered
Accidental loss, damage or theft of the property stated below occurring during the **period of insurance** when in the **United Kingdom**, or elsewhere in the world during a temporary visit not exceeding 60 days in any one **period of insurance**. • **Specified items** **We** will pay the cost of replacing or repairing loss or damage to any item specified in the **schedule**. • **Unspecified valuables, clothing and personal belongings** **We** will pay the cost of replacing or repairing **your valuables**, clothing and **personal belongings** up to the sum insured in the **schedule**. • **Sports and camping equipment** **We** will pay the cost of replacing or repairing **your** sports and camping equipment up to the sum insured in the **schedule**.	• The first £100 of every claim unless otherwise stated in the **schedule**. • **We** will not pay **you** more than the sum insured for that item as shown in the **schedule**. • Damage caused by moth, vermin, rot, wear and tear or any gradually operating cause. • Damage from electrical or mechanical faults or breakdown. • More than £2,000 for any one item (including articles forming a pair or set) unless stated otherwise in the **schedule**. • Damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon. • Damage to guns caused by rusting or bursting of barrels. • Breakage of any sports equipment whilst in use. • Any loss of or damage to contact, corneal or micro-corneal lenses. • Theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under **your** personal supervision. • More than £350 for any one mobile phone unless stated otherwise in the **schedule**. • Loss or damage to tyres, lamps, accessories unless the cycle is stolen or damaged at the same time. • Loss or damage while the cycle is used for racing or pace-making or is let out on hire or is used other than for private purposes. • Replacing a stolen cycle unless it was locked to an immovable object or kept in a locked building at the time of the theft. • Theft of cycles by fraudulent means. • More than £750 per cycle. • More than £500 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended without an authorised occupant. • More than £2,000 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during **your** absence from such rooms. • Loss or damage caused by domestic pets. • Faulty workmanship • Riot or civil commotion outside the **United Kingdom**. • Depreciation in value or indirect loss.

SETTLING CLAIMS (VALUABLES AND PERSONAL BELONGINGS)

How **we** deal with **your** claim	What is not covered
We will, at **our** option, repair, replace or pay for any article lost or damaged except for: • clothing; • household linen; • camping equipment where **we** will take off an amount for wear and tear.	The cost of replacing any undamaged article forming part of a pair or set of articles (unless otherwise stated in the **schedule**).

Your sum insured

The most **we** will pay under Section 3: **Valuables** and Personal belongings is 10% of the **contents** sum insured unless otherwise stated in the **schedule**.

The most **we** will pay for any one item under Section 3: **Valuables** and Personal belongings is £2000 unless otherwise stated in the **schedule**.

Under-insurance

If the cost of repairing or replacing the **valuables** and **personal belongings** is more than the sum insured at the time of loss or damage, then **you** will have to pay a share of the claim. For example, if **your** sum insured only covers one-third of the cost of repairing or replacing **your valuables** and **personal belongings**, **we** will only pay one-third of the claim.

SECTION 4 FREEZER COVER

(This section applies only if the contents are insured under Section 2: Contents)

What is covered	What is not covered
The cost of replacing **your** food in **your** refrigerator or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes during the **period of insurance**.	• The first £100 of every claim unless otherwise stated in the **schedule**. • Loss or damage caused by any electricity or gas company deliberately cutting off or restricting **your** supply. • Loss or damage due to the failure of **your** electricity or gas supply caused by a strike or any other industrial action. • Loss or damage caused where **you** have not complied with the operating instructions set out in the manufacturer's handbook. • Loss or damage unless notification is made within 48 hours of discovery.

SECTION 5 MONEY AND CREDIT CARDS

(This section applies only if the contents are insured under Section 2: Contents)

What is covered	What is not covered
• Theft or accidental loss of **money**. • 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 within 24 hours of **you** discovering any such loss or theft, **you** have notified the card issuing company and the Police.	• The first £100 of every claim, unless otherwise stated in the **schedule**. • Any shortages due to error or omission. • Loss of value. • More than £500 in total in respect of **money** and **credit cards**. • Loss where conditions under which **your** credit card(s) were issued to **you** have been breached.

SECTION 6 SPECIFIED PEDAL CYCLES (OVER £750)

(Your schedule will show you if this cover applies and where the appropriate additional premium has been paid)

What is covered	What is not covered
This insurance extends to cover the cost of repairing or replacing **your** pedal cycle(s) (as shown in the **schedule**) following: • theft or attempted theft; • accidental loss or damage anywhere in the **United Kingdom**, and up to 60 days elsewhere in the world during a temporary visit during the **period of insurance**.	• The first £100 of every claim, unless otherwise stated in the **schedule**. • Loss or damage to tyres, lamps, accessories unless the cycle is stolen or damaged at the same time. • Loss or damage due to wear and tear or any gradually operating cause. • Damage from mechanical or electrical faults or breakdown. • Loss or damage while the cycle is used for racing or pace-making or is let out on hire or is used other than for private purposes. • Replacing a stolen cycle unless it was locked to an immovable object or kept in a locked building at the time of the theft. • Any amount exceeding the sum insured stated on the **schedule**. • Theft by fraudulent means.

FAMILY LEGAL COSTS

(Your schedule will show if this cover applies)

This insurance is managed and provided by **Arc** Legal Assistance Limited. It is underwritten by AmTrust Europe Limited, on whose behalf **Arc** act.

In the event of a valid claim under this insurance, **Arc** will appoint Irwin Mitchell Solicitors, or their agents, to handle **your** case. **You** are not covered for any other legal **adviser**'s fees unless it is necessary to start court proceedings or a **conflict of interest** arises. Where it is necessary to start court proceedings or a **conflict of interest** arises and **you** want to use a legal representative of **your** own choice, **advisers' costs** payable by **Arc** are limited to no more than (a) **Arc's standard advisers' costs**; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs Regime, whichever is the lower amount.

The insurance covers **advisers' costs** up to the **limit of indemnity** where:

- the **insured incident** takes place in the **insured period** and within the **territorial limits**; and
- the **proceedings** take place in the **territorial limits**.

This insurance does not provide cover where something **you** do or fail to do prejudices **your** position or the position of the **underwriters** in connection with the legal action.

IMPORTANT CONDITIONS

If **your** claim is covered under a section of this policy and no exclusions apply then it is vital that **you** comply with the conditions of this policy in order for **your** claim to proceed. The conditions applicable to this section are contained under the 'Conditions' section below and should be read carefully. Some of the main conditions to this insurance are that:

Prospects of Success
There must be more than a 50% chance of winning the case and achieving a positive outcome. A positive outcome includes, but is not limited to, recovering the amount of money at stake, enforcing a judgment or achieving an outcome which best serves **your** interests. The assessment of **your** claim and the prospects of its success will be carried out by an independent **adviser**. If the **adviser** determines that there is not more than a 50% chance of success then **Arc** may decline or discontinue support for **your** case.

Proportional Costs
An estimate of the costs to deal with **your** claim must not be more than the amount of money in dispute. The estimate of the costs will be provided with the assessment of **your** case and will be carried out by the independent **adviser**. If the estimate exceeds the amount in dispute then **we** may decline or discontinue support for **your** case.

Duty of Disclosure
If this policy covers **you** as a private individual, unrelated to any trade, business or profession, **you** must take reasonable care to disclose correct information. The extent of the information **you** are required to disclose will be based on, among other things, the type of insurance, explanatory material and the clarity and specificity of the questions **you** are asked when **you** took out this insurance.

Suspension of Cover
If **you** breach a condition of this insurance contract which is essential to its performance, this insurance contract will be suspended from the time of the breach until the time the breach can be remedied. The **underwriters** will have no liability to **you** for any loss which occurs, or which is attributable to something happening, during the period when this insurance contract is suspended.

DEFINITIONS

1. You/Your	Any person who has paid the premium and been declared to **Arc** by **inet3**. Cover also applies to **your** family members normally resident with **you**. If **you** die, **your** personal representatives will be covered to pursue or defend cases covered by this insurance on **your** behalf that arose prior to **your** death.
2. Advisers' costs	Reasonable legal fees and disbursements incurred by the **adviser** with **Arc's** prior written authority. Legal costs 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.
3. Standard Advisers' costs	The level of **advisers' costs** that would normally be incurred by the **underwriters** in using a nominated **adviser** of **Arc's** choice.
4. Proceedings	The pursuit or defence of civil legal cases for damages or injunctions.
5. Limit of indemnity	The maximum payable in respect of an **insured incident**. **Limit of indemnity** is £50,000.
6. Insured incident	The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one **insured incident** shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time. Employment - In employment disputes the **insured incident** will be the receipt of an ET1 Employment Tribunal Claim Form.
7. Territorial limits	Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
8. Insured period	One year from the inception or renewal date shown on **your** household insurance **schedule**.
9. Arc	**Arc** Legal Assistance Limited who have arranged this insurance and administers it on behalf of the **underwriters**.
10. Adviser	Irwin Mitchell Solicitors or their agents appointed by **Arc** to act for **you**, or, and subject to **Arc**'s agreement, where **proceedings** have been issued or a conflict of interest arises, another legal **adviser** nominated by **you**.
11. Underwriters	AmTrust Europe Limited.
12. Excess	The amount that **you** must pay towards the cost of any claim. Section 1D - £250, all other sections - £50.
13. Insured property	The residential property insured under the underlying magenta policy, to which this insurance attaches and is detailed on the insurance **schedule**.
14. Contract of Employment	A contract of service, whether express or implied, and (if it is express) whether oral or in writing.
15. Disclosure Breach	Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.
16. Conditional Fee Agreement	An agreement between **you** and the **adviser** or between **Arc** and the **adviser** which sets out the terms under which the **adviser** will charge **you** or **Arc** for their own fees.
17. Conflict of Interest other	Situations where **Arc** administer and/or arrange legal expenses insurance on behalf of any party in the dispute which is the subject of a claim under this insurance.
18. Legal Action	The pursuit or defence of civil legal cases for damages and/or injunctions, specific performance.
19. Legal Helpline	The service provided by **Arc's** panel solicitors on **Arc's** behalf which enables **you** to obtain advice on any matter which may give rise to a claim under this insurance.
20. Employee	An individual who has entered into or works under (or, where the employment has ceased, worked under) a **contract of employment**.
21. Data Protection Legislation	The relevant **data protection legislation** in force at the time of the **insured incident**.

COVER

Section 1

You are covered for **advisers' costs** to pursue:

A. **Consumer Contract Pursuit**
Legal action following a breach of a contract **you** have for buying or renting goods or services for **your** private use. The contract must have been made after **you** first purchased this insurance.

B. **Personal Injury Pursuit**
Civil claims for financial compensation for damages following an accident resulting in **your** personal injury or death against the person or organisation directly responsible.

C. **Employment Pursuit**
An action brought by **you** 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.
The breach of contract must have occurred at least 90 days after **you** first purchased this insurance or purchased similar cover which expired immediately before this insurance began.

D. **Property Pursuit**
Actions for nuisance or trespass against the person or organisation infringing **your** legal rights in relation to **your insured property**. This section does not extend to divorce or matrimonial matters. The nuisance or trespass must have commenced at least 180 days after **you** first purchased this insurance or purchased similar cover which expired immediately before this insurance began.

E. **Property Sale and Purchase**
Costs to pursue or defend a **legal action** arising from a breach of a contract for the sale or purchase of **your** main home.

Section 2

A. **Consumer Contract Defence**
Legal action following a breach of a contract **you** have for selling goods for the private and personal use of another person. The contract must have been made after **you** first purchased this insurance.

To make a claim

As soon as **you** have a legal problem that **you** may require assistance with under this insurance, **you** should telephone the legal advice line.

In general terms, **you** are required to immediately notify **Arc** of any potential claim or circumstances which may give rise to a claim. If **you** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the legal advice line for assistance.

Telephone legal advice line

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 at hand to help **you**. If **you** need a lawyer to act for **you** and **your** problem is covered under this insurance, the advice line will ask **you** to complete a claim form. If **your** problem is not covered under this insurance, the advice line may be able to offer **you** assistance under a private funding arrangement.

Simply telephone **0344 770 1040** and quote "**inet3 – Family Legal Costs Insurance**".

General Exclusions

There is no cover where:

a. **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed.
b. An estimate of **advisers' costs** of acting for **you** is more than the amount in dispute.
c. **Advisers' costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which **Arc** have given **Arc's** prior written approval.

There is no cover for:

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

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

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

Consumer Contract Pursuit Exclusions

Claims

a. Where the amount in dispute is less than £125 plus VAT.
b. Where the breach of contract occurred before **you** purchased this insurance.
c. Arising from a dispute with any government, public or local authority.
d. Arising from the purchase or sale of **your** main home.
e. Relating to a lease tenancy or licence to use property or land.
f. Relating to a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled.
g. Relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **you**.
h. Directly or indirectly arising from planning law.
i. Directly or indirectly arising from constructing buildings or altering their structure for **your** use

Personal Injury Pursuit Exclusions

Claims

a. For medical or clinical treatment, advice, assistance or care.
b. For stress, psychological or emotional injury.
c. For illness, personal injury or death caused gradually and not caused by a specific sudden event.

Employment Pursuit Exclusions

Claims

a. Where the breach of contract occurred within the first 90 days after **you** first purchased this insurance unless **you** have held equivalent cover with **us** or another insurer continuously for a period of at least 90 days leading up to when the breach of contract first occurred.
b. 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).
c. For standard **advisers'** costs of any disciplinary investigatory or grievance procedure connected with **your** contract of employment or the costs associated with any settlement agreement.
d. Where the breach of contract is alleged to have commenced or to have continued after termination of **your** employment.
e. For an allegation of less favourable treatment between men and women in terms of pay and conditions of employment.

Property Pursuit Exclusions

Claims

a. Where the nuisance or trespass started within the first 180 days after **you** first purchased this insurance unless **you** have held equivalent cover with **Arc** or another insurer continuously for a period of at least 180 days leading up to when the nuisance or trespass first started.
b. In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.
c. Directly or indirectly arising from planning law.
d. Directly or indirectly arising from constructing buildings or altering their structure for **your** use.
e. Directly or indirectly arising from:
    i. Subsidence meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building.
    ii. Heave meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground.
    iii. Land slip meaning downward movement of sloping ground.
    iv. Mining or quarrying.

Property Sale and Purchase Exclusions

Claims

a. Where **you** have purchased this insurance after the date **you** completed the sale or purchase of **your** main home
b. Where the amount in dispute is less than £125 plus VAT
c. Directly or indirectly arising from planning law
d. Directly or indirectly arising from constructing buildings or altering their structure for **your** use

Consumer Contract Defence Exclusions

Claims

a. Where the amount in dispute is less than £125 plus VAT
b. Where the breach of contract occurred before **you** purchased this insurance
c. Arising from a dispute with any government, public or local authority
d. Arising from the sale or purchase of **your** main home
e. Relating to a lease tenancy or licence to use property or land

Conditions

1. Cancellation
   You may cancel this insurance at any time by writing to and providing fourteen days written notice to inet3.
   inet3 or **Arc** may cancel the insurance by giving 14 days' notice in writing to **you** at the address shown on the **schedule**, unless otherwise a change of address has been notified to inet3. No refund of premium shall be made.
   Arc will only invoke this right in exceptional circumstances as a result of **you** behaving inappropriately, for example:
   a. Where **Arc** have a reasonable suspicion of fraud
   b. **You** use threatening or abusive behaviour or language or intimidation or bullying of **Arc's** staff or suppliers
   c. Where it is found that **you**, deliberately or recklessly, disclosed false information or failed to disclose important information.

2. Claims
   a. **You** must notify claims as soon as reasonably possible within 180 days of the **insured incident** and complete the claim form. This must be returned promptly with all relevant information.
   b. **Arc** may investigate the claim and take over and conduct the **proceedings** in your name. Subject to your consent, which shall not be unreasonably withheld, **Arc** may reach a settlement of the proceedings.
   c. **You** must supply at **your** own expense all of the information which **Arc** reasonably requires to decide whether a claim may be accepted. If court **proceedings** are required 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** of your own choice, you will be responsible for any **advisers' costs** in **excess** of **Arc's standard advisers' costs.** The **adviser** must represent **you** in accordance with **our** standard conditions available on request.
   d. The **adviser** will:
      i. provide a detailed view of **your** prospects of success including the prospects of enforcing any judgement obtained;
      ii. keep **Arc** fully advised of all developments and provide such information as **Arc** may require;
      iii. keep **Arc** regularly advised of **advisers' costs** incurred;
      iv. advise **Arc** of any offers to settle and payments in to court. If contrary to **Arc**'s advice such offers or payments are not accepted, there shall be no further cover for **advisers' costs** unless **Arc** agrees in its absolute discretion to allow the case to proceed;
      v. submit bills for assessment or certification by the appropriate body if requested by **Arc**;
      vi. attempt recovery of costs from third parties.
   e. In the event of a dispute arising as to **advisers' costs**, **Arc** may require **you** to change **adviser**.
   f. **Underwriters** shall only be liable for costs for work expressly authorised by **Arc** in writing and undertaken while there are prospects of success.
   g. **You** shall supply all information requested by the **adviser** and **Arc**.
   h. **You** are responsible for all legal costs and expenses including adverse costs if **you** withdraw from the legal proceedings without **Arc's** prior consent. Any legal costs and expenses already paid under this insurance will be reimbursed by **you**.
   i. **You** must instruct the **adviser** to provide **Arc** with all information that **Arc** ask for and report to **Arc** as **Arc** direct at their own cost.

3. Disputes
   If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between **you** and **Arc** may, where we both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

4. Prospects of Success
   At any time **Arc** may, but only when supported by independent legal advice, form the view that **you** do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, **Arc** may decline support or any further support. Examples of a positive outcome are:
   a. Being able to recover the amount of money at stake
   b. Being able to enforce a judgement
   c. Being able to achieve an outcome which best serves **your** interests

5. English Law
   This contract is governed by English law.

6. Language
   The language for contractual terms and communication will be English.

7. Fraud
   In the event of fraud, **Arc**:
   a. Will not be liable to pay the fraudulent claim
   b. May recover any sums paid to **you** in respect of the fraudulent claim
   c. May cancel this policy with effect from the fraudulent act and keep all premiums paid to **Arc**
   d. Will no longer be liable to **you** in any regard after the fraudulent act.

8. Other insurances
   If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, **Arc** will only pay **Arc's** share of the claim even if the other insurer refuses the claim.

9. Change in Law
   Cover under this policy is based on laws and regulations in force at the time that it was written. If **Arc** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **Arc** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

Data Protection Act

The details of **your** insurance cover and claims will be held by **Arc** and or the **underwriters** for underwriting, processing, claims handling and fraud prevention subject to the provisions of **data protection legislation**.

Customer Service

Arc's aim is to get it right, first time, every time. If **we** make a mistake, **we** will try to put it right promptly.

If **you** are unhappy with the service that has been provided, **you** should contact **us** at the address below. **We** will always confirm to **you**, within five working days, that **we** have received **your** complaint. Within four weeks, **you** will receive either a final response or an explanation of why the complaint is not yet resolved plus an indication of when a final response will be provided. Within eight weeks, **you** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided. After eight weeks, if **you** are not satisfied with the delay, **you** may refer **your** complaint to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **you** cannot settle **your** complaint with **us**, or before **we** have investigated the complaint if both parties agree.

Our contact details are:
Arc Legal Assistance Ltd
PO Box 8921
Colchester
CO4 5YD

Tel: 01206 615000
E-mail: customerservice@arclegal.co.uk

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Tel: 0800 023 4567
E-mail: complaint.info@financial-ombudsman.org.uk

Compensation

We are covered by the Financial Services Compensation Scheme (FSCS). If **we** fail to carry out **our** responsibilities under this policy, **you** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at www.fscs.org.uk or by phone on 0800 678 1100 or 020 7741 4100.

Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's Firm Reference Number is 305958. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

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

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 costs, in particular those which everybody at some time faces, but which are nevertheless often expensive and sometimes unexpected. Examples are:

- legal costs arising from the sale or purchase of the **home** and re-mortgaging;
- family issues;
- 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 **Arc** in partnership with Irwin Mitchell Solicitors. Irwin Mitchell are one of the country's leading 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 number below for an initial telephone consultation which will be provided at no cost to **you**. Irwin Mitchell will provide **you** with a quotation for the likely cost of their representation and it will then be **your** decision whether **you** appoint them to act for **you**.

For a cost free initial consultation telephone the legal advice line on:

0344 770 1040 and quote "**inet3 – Family Legal Costs Insurance**".

OUR SERVICE COMMITMENT TO YOU

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. However, if **you** have a complaint relating to "**magenta:home**", please write to the Chief Executive of **inet3** Limited at the address shown on **your schedule**. Please quote **your** policy number and/or claims reference number in all correspondence to enable the matter to be dealt with speedily.

If **you** are still not happy with the way the matter is dealt with, please write to the insurer as detailed on the **schedule**.

Notice

Insurers and their agents share information with each other to prevent fraudulent claims and to assess whether to offer insurance (including the terms) via the Claims and Underwriting Exchange Register, operated by Insurance Database Services Limited. A list of the participants is available upon request. In dealing with **your** application, this Register may be searched. In the event of a claim, the information **you** have supplied, together with other information relating to the claim, may be put on the Register and made available to participants.

Continuous renewal

Your "**magenta:home**" policy is valid for a 12 month period from the inception date (as shown on the **schedule**). Annually, **your** renewal will be invited in writing prior to the expiry of the policy period. **You** will be advised of **your** renewal premium and the alternative payment methods available to **you**. However, where payment is already being made by Direct Debit, cover will continue at the terms invited, unless prior to renewal date **you** inform **us** otherwise or **your** Direct Debit mandate is cancelled. **Your** premium will be collected by Direct Debit for the new policy period.

Data protection

We are registered under the Data Protection Act 1998, ensuring all personal data is held and processed in accordance with the Act. **Your** personal data will be used for the purpose of quoting and providing the insurance contract **you** require. **We** may need to disclose this data to insurers and third party service providers for the purpose of fulfilling **our** contractual obligations.

HOW TO MAKE A CLAIM

(For peace of mind, all our policies offer a 24 hour claims helpline service)

Although **we** hope that **you** will never need to make a claim on **your** insurance policy, **we** have made everything as simple and straightforward as possible should **you** ever need to use **our** claims service. All **you** have to do is phone the claims line detailed on the **schedule**.

Please remember to quote your policy reference number and claim reference number at all times.

HELPLINE

Legal Advice

For telephone advice on any private legal problem of concern to **you** or any member of **your** household, please call 0344 770 1040 and quote "**inet3 Family Legal Costs Insurance**".

For full terms and conditions, please refer to pages 20 to 24.

Three Whiting Street
Bury St Edmunds
Suffolk
IP33 1NX

t: 03300 555 210
f: 03300 555 217
e: support@inet3.co.uk
w: www.inet3.co.uk