

Brit Insurance Limited

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www.britinsurance.com

Registered in England and Wales number 2763688 at 55 Bishopsgate, London EC2N 3AS

Authorised and regulated by the Financial Services Authority

Member of the Association of British Insurers

A subsidiary of Brit Insurance Holdings PLC

[BIL/PRO/AHV2/UK/PD/JAN08/1/0299](#)

Advantage Home Insurance

Policy Document



Advantage Home Insurance

Policy Document

Welcome to Brit Insurance and thank you for taking out our Home Insurance Policy.

This is *Your Policy* document and contains details of *Your* insurance cover so please keep it in a safe place. It forms part of *Your* contract with Brit Insurance Limited, so please read it carefully, noting what this *Policy* covers and also what is excluded. The insurance relates **ONLY** to those sections of the *Policy* which are shown in the *Schedule* as being included.

This *Policy* of insurance, *Schedule* and any *Endorsement(s)* applying to *Your Policy*, form *Your* Brit Advantage Home Insurance contract. Please read the whole document carefully. It is important that *You* make sure that the sections *You* have requested are included.

It is also important that *You* understand *Your* responsibilities under the insurance *Policy* as a whole and also for the sections that apply to *You*.

This document also contains details of how to make a claim should *You* need to.

Please contact *Your Broker* immediately if this document is not correct, or if *You* have any immediate questions.



Signed by **Dane Douetil**, Chief Executive Officer
on behalf of **Brit Insurance Limited**

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Contents

Page

4	Introduction
5	Definitions
7	Definitions for Section 4 only
8	Section 1 Buildings
11	Section 2A Contents
14	Section 2B Valuables, Precious Metals, Antiques and Works of Art
16	Section 3 Your Liabilities
20	Section 4 Family Legal Solutions
23	Conditions applying to Section 4 only
24	Exclusions applying to Section 4 only
25	General Exclusions
26	Making a Claim
28	Further Information

Introduction

This *Policy* of insurance, *Schedule* and any *Endorsement(s)* applying to *Your Policy* form *Your Advantage Home Insurance Policy*. This document sets out the conditions of the contract of insurance between *You* and *Us*. *You* should keep it in a safe place.

This *Policy* has been prepared in accordance with *Your* instructions. It is a legal contract. Please read it carefully to ensure that it is in accordance with *Your* requirements and that *You* understand its limits, terms, conditions and exclusions. If *You* have any immediate questions, or there is something *You* are not sure about, please contact *Your Broker* who arranged this *Policy* for *You*.

Each *Premises* included under this insurance is considered to be covered as if separately insured. *We* will not pay more than the sum(s) insured shown in the *Schedule*.

Your responsibilities to ensure your cover is effective

You must take all reasonable steps to prevent loss, damage or an accident and keep the *Buildings* in a good state of repair. If *You* fail to do so *Your* cover may be invalidated.

You must tell *Your Broker* immediately if *You*

- stop using the *Home* as *Your* permanent private residence, or
- if *You* intend to leave the *Home Unoccupied* or it is likely that the *Home* will become *Unoccupied*.

Informing us of any changes

You should tell *Your Broker* immediately about any changes to *Your* circumstances that will affect this *Policy*.

Correct amounts insured

You must keep the sums insured at a level which represents the full value of the property. Full value should represent:

- for *Buildings* – the full rebuilding cost including removal of debris and professional fees
- for *Contents* – the current cost as new
- for *Valuables, Precious Metals, Antiques and Works of Art* – the current market value.

Building works

You must also tell *Your Broker* before *You* start any conversions, renovations, 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 tell *Us* *We* will not have to pay any claim caused by or resulting from the building works.

The Effects of Index-Linking

The sums insured in Section 1 - *Buildings* and Section 2A - *Contents* will be indexed each month in line with the following:

Section 1 - *Buildings*: The House Rebuilding Cost Index issued by the Royal Institute of Chartered Surveyors

Section 2A - *Contents*: The Consumer Durables Section of the General Index of Retail Prices or a similar index selected by *Us*.

We will not charge *You* an extra premium for any monthly increase, but at each renewal *We* will calculate the premium using the new sums insured. For *Your* protection should the index fall below zero *We* will not reduce the sum insured.

Cooling Off Period

If *You* have not received a copy of *Your* full terms and conditions when *You* purchase *Your* insurance *Policy* from *Us*, *You* may cancel *Your Policy* within fourteen days from the date that *Your Policy* documents are received without penalty. *We* will not make a charge providing *You* do not need to make a claim.

Cancellation Clause

We can cancel this insurance by giving you 30 (thirty) days' notice in writing. Any return premium due to *You* will depend on how long this insurance has been in force. *You* can also cancel this insurance at any time by writing to *Your Broker*. Any return premium due to *You* will depend on how long this insurance has been in force and whether *You* have made a claim.

Contracts (Rights of Third Parties) Act 1999

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

Definitions

These Definitions are applicable to the whole *Policy* or, where specifically stated, to a particular Section of the *Policy* wherever the words appear in italics starting with a capital letter. These Definitions are subject to the terms, conditions, limits and exclusions of the *Policy*.

A

Antiques and Works of Art

Antiques and Works of Art includes but is not limited to furniture, paintings, drawings, china, glass, porcelain and all other collectable property which belongs to *You* or for which *You* are legally responsible provided it is not business property.

B

Broker

The insurance broker who arranged this insurance on *Your* behalf.

Buildings

- The *Home*
- Fixtures and fittings that are fixed to and form part of the structure of *Your Home* (including radio and television aerials, satellite dishes, their fittings and masts, decorations including wallpaper, murals and stencilling, bathroom suites, fitted kitchens and flooring)
- Underground service pipes and cables, sewers, drains and septic tanks
- Permanently installed lighting, swimming pools, tennis courts, drives, patios and terraces, walls, gates, fences, hedges and fixed fuel tanks

which *You* own or for which *You* are legally responsible within the *Premises* named in the *Schedule*.

C

Contents

Household goods and personal property, which belong to *You* or for which *You* are legally responsible. See page 11 for a complete list of what is covered within *Contents*.

Credit Cards

Credit cards, charge cards, debit cards, bankers cards and cash dispenser cards.

D

Deductible

The amount for which *You* are responsible of each agreed claim.

E

Endorsement

A change in the terms and conditions of this insurance. If any apply to this they will appear on *Your Schedule*.

H

Home

The house or flat including the garages, greenhouses and outbuildings at the same address used for domestic purposes at the *Premises* shown in the *Schedule*.

I

Identity Theft

Someone, or a group of people knowingly using a means of identification belonging to *You* without *Your* knowledge or authorisation and with the intention of committing or helping someone else to commit an illegal act. An act, or series of acts, against one of *You* by one person or group of people is considered to be one *Identity Theft*.

M

Money

Any of the following held for private or domestic purposes:

- current legal tender, cheques, postal and money orders
- postage stamps not forming part of a stamp collection
- savings stamps and savings certificates, travellers' cheques
- premium bonds, luncheon vouchers and gift tokens
- travel tickets.

P

Period of Insurance

The length of time for which this insurance is in force, as shown in the *Schedule*, for which *You* have paid and *We* have accepted a premium.

Policy

This insurance *Policy*, *Schedule* and any *Endorsement(s)* relating to the insurance cover.

Precious Metals

Means any metal that has a high economic value due to its rarity and includes but is not limited to gold, silver and platinum and metal items that are plated with the same. Valuables are excluded.

Premises

The address which is named in the *Schedule*.

S

Schedule

The *Schedule* is part of this insurance *Policy* and contains details of *You*, the *Premises*, the sums insured, the *Period of Insurance* and the sections of this insurance that apply.

T

Terrorism

Any act(s) of any person(s) or organisation(s) involving;

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

Tenants' Improvements

Improvements *You* have made to the fixtures and fittings (including decorations) and any radio and television aerials, satellite dishes and their fittings and masts that belong to *You* or for which *You* are legally responsible. This applies where *You* do not own or are not responsible for insuring the *Buildings*.

U

United Kingdom

The United Kingdom includes England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries.

Unoccupied

A *Home* is unoccupied if it has not been lived in for 60 (sixty) consecutive days, or does not have enough furniture to be lived in normally.

V

Valuables

Includes any jewellery, watches and furs.

W

We/Us/Our

Brit Insurance Limited.

Y

You/Your/insured

The person or persons named in the *Schedule* and all members of their family who permanently live in the *Home*, including domestic staff that live in the *Home*.

Definitions for Section 4 only

Certain words and terms contained in this Section have been defined as they have the same meaning wherever the words appear in italics starting with a capital letter.

A

Appointed Adviser

The solicitor, accountant, or other adviser appointed by *ARAG* to act on *Your* behalf.

ARAG

ARAG plc who are authorised under a binding authority agreement to administer this insurance on *Our* behalf.

C

Conditional Fee Agreement

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

Collective Conditional Fee Agreement

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

L

Legal Costs and Expenses

- 1 In respect of all Insured Events other than as provided for in 2 and 3 below:
 - a reasonable legal costs, fees and disbursements reasonably and proportionately incurred by the *Appointed Adviser* on the Standard Basis and agreed in advance by *ARAG*
 - b reasonable accountancy fees, disbursements and other costs reasonably incurred by the *Appointed Adviser* and agreed in advance by *ARAG*
 - c other side's costs incurred in civil claims where *You* have been ordered to pay them or pay them with *ARAG's* agreement.
- 2 In respect of Insured Events 2 and 4 where the claim is brought within England and Wales and falls outside the jurisdiction of the *Small Claims Court* reasonable legal costs reasonably and proportionately incurred by the *Appointed Adviser* on the Standard Basis and agreed in advance by *ARAG* or in accordance with the Predictable Costs scheme if applicable.
- 3 In respect of Insured Event 6 c (ii) *Your* loss of earnings.

Limit of Indemnity

£75,000 which is the maximum *Legal Costs and Expenses* payable by *Us* in respect of all claims related by time or original cause.

R

Reasonable Prospects of Success

In civil and criminal claims, where *You* have a greater than 50% chance of successfully pursuing or defending the claim. If *You* are seeking damages or compensation, there must also be a greater than 50% chance of enforcing any judgment that might be obtained.

In criminal prosecution claims where *You* plead guilty, there is a greater than 50% chance of successfully mitigating *Your* sentence or fine.

In tax claims, any dispute or appeal where *You* have a greater than 50% chance of being successful.

In all claims involving an appeal, where *You* have a greater than 50% chance of being successful.

S

Small Claims Court

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

T

Territorial Limit

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

Y

You/Your/Yourself

The person(s) named in the *Schedule*, *Your* spouse and other relatives permanently living with *You* in *Your* principal *Home* in the UK.

Section 1 | Buildings

What is covered

This insurance covers *Your Buildings and Tenants' Improvements* for physical loss or physical damage during the *Period of Insurance*.

What is not covered

- 1 The *Deductible*.
- 2 Loss or damage directly or indirectly caused by or arising from:
 - a any demolition, alteration, extension, repair, cleaning, maintenance or any other similar process to the *Buildings*
 - b warping, shrinking or normal settlement or collapse
 - c moth, vermin, wear and tear, infestation, corrosion, damp, wet or dry rot, mould or any other gradually operating cause
 - d misuse or faulty design, specification, workmanship or materials
 - e dryness, dampness, extremes of temperature or exposure to light
 - f chewing, scratching, tearing or fouling by animals.
 - g pollution and/or contamination of any kind other than as a result of escape of oil from a fixed domestic heating installation at the *Premises*.
- 3 The cost of general maintenance, electrical or mechanical faults or breakdown.
- 4 Loss or damage caused by storm or flood to gates, fences and hedges.
- 5 Damage caused by frost other than to fixed water tanks, apparatus or pipes.
- 6 Loss or damage whilst the *Buildings* are *Unoccupied* unless such loss or damage is caused by:
 - a fire, lightning, explosion or earthquake
 - b aircraft and other flying devices or items dropped from them
- 7 Loss or damage caused by subsidence or heave of the site upon which the *Buildings* stand, or landslide:
 - a to domestic fixed fuel tanks, swimming pools, tennis courts, drives, patios and terraces, walls, gates, fences and hedges unless the private dwelling is also affected at the same time by the same event
 - b to solid floors, unless the walls of the private dwelling are damaged at the same time by the same event
 - c as a consequence of coastal or river erosion.

What is covered

- 1 a** Loss of rent due to *You* which *You* are unable to recover as landlord whilst *Your Home* cannot be lived in because of physical loss or physical damage *We* have agreed to pay for under this insurance.
 - b** The reasonable and necessary additional costs of alternative accommodation whilst *Your Home* cannot be lived in because of loss or damage *We* have agreed to pay for under this insurance. This includes accommodation for *Your* domestic pets and horses.
 - c** The reasonable and necessary additional costs of alternative accommodation due to a local authority prohibiting *You* from living in *Your Home* due to physical loss or physical damage to a neighbouring property. This includes accommodation for *Your* domestic pets and horses.
-
- 2** Costs *You* have to pay for finding the source of any escape of water or oil from any fixed water tanks, apparatus, pipes or any fixed domestic heating installation:
 - a** within *Your Home*.
 - b** from the underground service pipes for which *You* are legally responsible outside the *Home* but at the address shown in the *Schedule*.
-
- 3** Increased metered water or domestic heating fuel charges *You* have to pay following an escape of water or domestic heating fuel, which gives rise to an admitted claim under Section 1.
-
- 4** Costs *You* have to pay to restore *Your* garden following loss or damage by fire, lightning, explosion, earthquake, aircraft and other flying devices, theft or attempted theft, or damage caused by malicious persons or the Emergency Services.
-
- 5** Anyone buying *Your Home* who will have the benefit of Section 1 until the sale is completed or the insurance ends, whichever is the sooner.
-
- 6** Expenses *You* have to pay and which *We* have agreed in writing for:
 - a** Architects', surveyors', consulting engineers' and legal fees
 - b** The cost of removing debris and making safe the building
 - c** Costs *You* have to pay in order to comply with any government or local authority requirementsfollowing physical loss or physical damage to the *Buildings* which is covered under Section 1.

What is not covered

- a** Loss of rent for a period of more than 24 (twenty four) months.
 - b** Additional costs of alternative accommodation for a period of more than 24 (twenty four) months.
 - c** Additional costs of alternative accommodation for a period of more than one month following a local authority prohibiting *You* from living in *Your Home* due to physical loss or physical damage to a neighbouring property.
 - d** More than £10,000 for the accommodation of *Your* domestic pets and horses.
 - e** The *Deductible*.
-
- a** More than £5,000 any one claim.
 - b** More than £10,000 in total during the *Period of Insurance* for the cost *You* have to pay finding the source of a water leak outside of the *Home*.
 - c** The *Deductible*.
-
- a** More than £2,500 any one claim if *You* claim for such loss under Sections 1 and 2 *We* will not pay more than £2,500 in total for any one claim.
 - b** The *Deductible*.
-
- a** More than £500 for any plant, tree or shrub.
 - b** More than £5,000 in total during the *Period of Insurance*.
 - c** The *Deductible*.

If the *Buildings* are insured under any other insurance.

- a** Any expenses for preparing a claim or an estimate of loss or damage.
- b** Any costs if government or local authority requirements have been served on *You* before the loss or damage.

Claiming Under Section 1 – Buildings

If *Your* claim for physical loss or physical damage to *Your Buildings* is covered under Section 1, *We* will pay the full cost of repair or rebuilding provided that:

- a** the *Buildings* were in a good state of repair immediately prior to the physical loss or physical damage, and
- b** the sum insured is enough to pay for full cost of rebuilding the *Buildings* in their present form, and
- c** the sums paid by *Us* are put towards the repair or reinstatement of the damage or loss.

We will not pay more than the sum insured for each *Premises* shown in the *Schedule*.

If *You* have had a professional *Buildings* valuation carried out on *Your Home* within the past 5 (five) years and this has been approved by *Us*, *We* will pay the cost of rebuilding or repairing any damage, up to 150% of the amount insured shown on *Your Schedule*. *We* will only do this if *You* tell *Us* about any additions, alterations or improvements *You* have made since the professional valuation was carried out and *You* have amended the sum insured to take into account any such additions, alterations or improvements. *We* will not offer this cover if *Your Home* is Grade I or Grade A listed.

You will pay the *Deductible* shown in *Your Policy Schedule*.

We will not reduce the sum insured under Section 1 after *We* have paid a claim as long as *You* agree to carry out *Our* recommendations to prevent further loss or damage.

For details of how to make a claim, see page 26.

What is covered

This insurance covers *Your Contents* for physical loss or physical damage anywhere in the world during the *Period of Insurance*.

1 *Contents* include:

- a** garden furniture, garden machinery, permanently fixed statues and ornaments and other similar articles which are normally kept outdoors, whilst in the open but within the *Premises* up to £5,000 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the *Home*)
- b** money up to £2,500 in total whilst anywhere in the world
- c** *Credit Cards*, but *We* will only pay amounts *You* become legally liable to pay not exceeding £10,000 in total, as a result of unauthorised use, after they have been lost or stolen, anywhere in the world, provided *You* comply with all the terms under which the *Credit Cards* were issued
- d** deeds and registered bonds and other personal documents up to £5,000 in total
- e** stamps or coins forming part of a collection up to £5,000 in total
- f** *Precious Metals*, up to £5,000 in total
- g** *Valuables* up to £5,000 in total
- h** freezer *Contents* up to the *Contents* sum insured
- i** pedal cycles up to £5,000 any one cycle
- j** computer software (including the cost of reconstituting electronic data) and multimedia downloads up to £2,500 in total during the *Period of Insurance*.

What is not covered

- 1 Loss or damage directly or indirectly caused by or arising from:
 - a** moth, vermin, wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause
 - b** misuse or faulty design, specification, workmanship or materials
 - c** dryness, dampness, extremes of temperature or exposure to light
 - d** chewing, scratching, tearing or fouling by animals
 - e** dyeing, cleaning, repair, renovation, restoration or being worked upon
 - f** pollution and/or contamination of any kind other than as a result of escape of water or domestic heating fuel from a fixed domestic heating installation at the *Premises*.
- 2 The cost of general maintenance, mechanical or electrical faults or breakdown.
- 3 Loss or damage to property in the open caused by storm or flood.
- 4 Loss or damage caused by subsidence or heave of the site upon which the *Buildings* stand or landslide:
 - a** following loss or damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event
 - b** while the *Buildings* are undergoing any demolition, alteration, extension or repairs.
- 5 *Contents* do not include:
 - a** motor vehicles (other than motorised garden machinery, quad bikes, golf buggies, trailers and motorcycles up to 50cc whilst in a locked building, electric wheelchairs or items designed for a child's use up to £5,000 in total), caravans or their accessories
 - b** any animal, plant or tree
 - c** watercraft (other than dinghies, rowing boats, sailboards or windsurfers up to a value of £5,000 in total)
 - d** any part of the *Buildings* or *Tenants' Improvements*
 - e** any property held or used for business purposes other than office equipment and *Your* stock up to £10,000 in total
 - f** any property insured under any other insurance
 - g** loss of or damage to, any item, during transit, which is not suitably packed and secured
 - h** The *Deductible*.

What is covered

This section also provides cover for:

- 1** rent *You* have to pay as occupier if the *Buildings* cannot be lived in following physical loss or physical damage that is covered under Section 2A.
- 2** the reasonable and necessary additional costs of alternative accommodation whilst *Your Home* cannot be lived in because of physical loss or physical damage *We* have agreed to pay for under this insurance. This includes accommodation for *Your* domestic pets and horses.
- 3** *Your* legal responsibility as a tenant for physical loss or physical damage to the *Buildings* caused by loss or damage that is covered under Section 2A.
- 4** new items *You* have purchased but about which *You* have not yet informed *Us*, including items which are only intended to be in *Your* possession for a short time such as presents for others.
- 5** fatal injury to *You* caused by fire at the *Premises* or assault elsewhere within the *United Kingdom* provided that death ensues within 12 (twelve) months of such injury, for the following amounts:
 - a** £50,000 for each insured person over 16 (sixteen) years of age at the time of death.
 - b** £5,000 for each insured person under 16 (sixteen) years of age at the time of death.
- 6** costs *You* have to pay for replacing locks to safes, alarms and outside doors and windows in the *Home* following theft or loss of keys.
- 7** increased metered water charges or domestic heating fuel charges *You* have to pay following an escape of water or domestic heating fuel which gives rise to an admitted claim under Section 2A.

What is not covered

- Rent for a period of more than 24 (twenty four) months.
- a** Additional costs of alternative accommodation for a period of more than 24 (twenty four) months. If *You* claim for additional costs of alternative accommodation under Sections 1 and 2A *We* will not pay *You* for additional costs of alternative accommodation for a period of more than 24 (twenty four) months in total.
 - b** More than £10,000 for the accommodation of *Your* domestic pets and horses. If *You* claim for additional costs of alternative accommodation for *Your* domestic pets and horses under Sections 1 and 2A the most *We* will pay *You* is £15,000 in total.
 - a** Any amount over 20% of the sum insured under Section 2A for the *Contents* of the *Buildings* damaged or destroyed.
 - b** Loss or damage caused by fire, lightning or explosion to the *Buildings* other than to the landlord's fixtures and fittings.
 - c** Loss or damage arising from subsidence, heave or landslip.
 - d** The *Deductible*.
 - a** Loss or damage or any proportion of loss or damage which *We* specifically exclude elsewhere under Section 2A.
 - b** Any amount over 25% of the sum insured under Section 2A for *Contents*.
 - c** *We* will not pay after 60 days of purchase if *You* have not informed *Us* about such purchase(s).
 - d** The *Deductible*.
- Any amount over the *Contents* sum insured.
- a** More than £2,500 any one claim If *You* claim for such loss under Sections 1 and 2A *We* will not pay more than £2,500 in total for any one claim.
 - b** The *Deductible*.

Claiming Under Section 2A – Contents

If *You* claim for physical loss or physical damage to *Your Contents* *We* will at *Our* option repair, replace or pay for any article covered under Section 2A. For total physical loss or physical destruction of any article *We* will pay *You* the cost of replacing the article as new. *We* will not deduct any amount for wear and tear.

We will not pay more than the sum insured for *Your Contents* of each *Premises* shown in the *Schedule*.

The most *We* will pay for the cost of replacing or repairing any undamaged parts of *Your Contents* which have a special or increased value because they form part of a pair, set or suite or part of a common design or function is 50% of the total value of the pair, set or suite but no more than the *Contents* sum insured shown in *Your Schedule*.

You will pay the *Deductible* shown in *Your Policy Schedule*.

We will not reduce the sum insured under Section 2A after *We* have paid a claim as long as *You* agree to carry out *Our* recommendations to prevent further loss or damage.

For details of how to make a claim, see page 26.

Section 2B | Valuables, Precious Metals, Antiques and Works of Art

What is covered

- 1 Valuables listed in the Schedule (or specification(s) attached)**
- 2 Antiques and Works of Art listed in the Schedule (or specification(s) attached)**
- 3 Precious Metals listed in the Schedule (or specification(s) attached)**

against physical loss or physical damage anywhere in the world.

What is not covered

- Any loss or damage directly or indirectly caused by or arising from:
 - moth, vermin, wear and tear, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause
 - misuse or faulty design, specification, workmanship or materials
 - dryness, dampness, extremes of temperature or exposure to light
 - chewing, scratching, tearing or fouling by pets/animals
 - pollution and/or contamination of any kind other than as a result of escape of water or domestic heating fuel from a fixed domestic heating installation at the *Premises*.
- Mechanical or electrical faults or breakdown.
- Loss or damage to *Antiques and Works of Art*, and *Precious Metals* during transit by sea or air unless *You* have informed *Us* prior to the transit taking place and *We* have agreed to cover the transit.
- Loss or damage during transit to any item which is not suitably packed and secured.
- More than £5,000 in respect of any one item of *Valuables* unless otherwise stated in the *Schedule*.
- More than £15,000 in respect of any one item of *Antiques and Works of Art* unless otherwise stated in the *Schedule*.
- The *Deductible*.

New Items Purchased by You

We will automatically cover new items of *Antiques and Works of Art*, *Precious Metals* and *Valuables* against physical loss or physical damage that *You* have purchased after the inception of this insurance but about which *You* have not yet informed *Us*. The most *We* will cover will be the lesser of 25% of the total sum insured stated in the *Schedule* or the market value. *We* will not cover newly purchased items after 60 (sixty) days of purchase if *You* have not informed *Us* about such purchases.

Defective Title Extension

If, during the *Period of Insurance*, someone claims that an item of specified *Antiques and Works of Art* is not rightfully *Yours* and *You* are legally obliged to return the item to its rightful owner because it is proved the *You* do not have good title to it, *We* will pay *You* the amount *You* paid for it, or the value shown in the specification if this is less. *We* will only do this if:

- a *You* bought the item during the period that the *Antiques and Works of Art* have been insured with *Us*;
- b *You* tell *Us* about the claim during the *Period of Insurance*; and
- c *You* made reasonable enquiries about the item's provenance before *You* bought it.

The most *We* will pay under this extension for the *Period of Insurance* is 10% for the total amount insured for *Antiques and Works of Art*, but in any case not more than £25,000.

This extension does not apply to any items *You* inherited, or that were given to *You*.

Death of Artist Extension

During the *Period of Insurance*, if an artist dies *We* will automatically increase the amount insured for any item under *Antiques and Works of Art* listed in the *Schedule* by 100%. *We* will only do this for the 6 (six) months immediately following the death of the artist and provided *You* can provide *Us* with an independent professional valuation or purchase receipt which is not more than three years old. *You* must be able to prove the increased value if *You* make a claim for that item. The most *We* will pay under this cover extension is £100,000 in total during the *Period of Insurance*.

Claiming under Section 2B - Valuables, Precious Metals, Antiques and Works of Art

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

We will at *Our* option repair, replace or pay for any article lost or damaged. In the event of partial loss or partial damage, *We* will pay all costs and expenses *You* have necessarily incurred, with *Our* consent, in restoring the item(s) damaged plus any resulting depreciation in value but not more than the sum(s) insured for the item(s) damaged.

In the event of total loss or destruction of items, *We* will pay the sum insured for such item(s) or their market value at the time of the loss, whichever is the less.

In the event of physical loss or physical damage to any insured property which has a special or increased value because they form part of a pair or set the most *We* will pay is 50% of the total value of the pair or set but no more than the sum insured stated in *Your Schedule*.

Following payment of the full amount insured for any item, pair or set, *We* become the full owners and reserve the right to take possession of the item, pair or set.

You will pay the *Deductible* shown in *Your Policy Schedule*.

For details of how to make a claim, see page 26.

Section 3 | Your Liabilities

This Section applies only if the Contents are insured under Section 2A

Legal Liability to Employees

What is covered

Any amounts that *You* become legally liable to pay, including costs and expenses which *We* have agreed in writing, for bodily injury by accident happening during the *Period of Insurance* anywhere in the world to *Your* domestic staff employed in connection with the *Premises* shown in the *Schedule*.

What is not covered

Any bodily injury arising directly or indirectly:

- 1 from any motorised or horse drawn vehicle other than:
 - a domestic garden equipment used within the *Premises*, and
 - b pedestrian controlled garden equipment, electric wheelchairs or items designed for a child's use whilst elsewhere.
- 2 from passing on any infectious disease, virus, syndrome or illness.
- 3 in Canada or the United States of America after the total period of stay has exceeded 60 (sixty) days in the *Period of Insurance*.
- 4 Amounts *You* are legally liable to pay following any judgment or award given or made outside the courts of the *United Kingdom* or any member state of the European Union. This exclusion applies to the enforcement of any such award in a court in the *United Kingdom* or within the European Union.

Limit of insurance

We will not pay more than £10,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which *We* have agreed in writing.

Legal Liability to the Public

This Section applies only if the *Schedule* shows that either the *Buildings* are insured under Section 1 or the *Contents* are insured under Section 2A of this insurance

Limit of Insurance

We will not pay

- more than £5,000,000 in all in respect of pollution and/or contamination
- more than £5,000,000 for any one accident or series of accidents arising out of any one event, plus the costs and expenses which *We* have agreed in writing in respect of other liability covered under Section 3.

Part A Standard Cover

This Section applies in the following ways:

- if the *Buildings* only are insured, *Your* legal liability as owner only but not as occupier is covered under **1** of **What is covered**, below.
- if the *Contents* only are insured, *Your* legal liability as occupier only but not as owner is covered under **1** and **2** of **What is covered**, below.
- if the *Buildings* and *Contents* are insured, *Your* legal liability as owner or occupier is covered under **1** and **2** of **What is covered**, below.

What is covered

- 1 Any amounts *You* as owner or occupier become legally liable to pay as damages for:**
 - a bodily injury**
 - b damage to property****caused by an accident happening at the *Premises* during the *Period of Insurance*.**

OR

- 2 Any amounts *You* as a private individual become legally liable to pay as damages for:**
 - a bodily injury**
 - b damage to property****caused by an accident happening anywhere in the world during the *Period of Insurance*.**

What is not covered

- Any bodily injury to:
 - You*
 - any other permanent member of the *Home*
 - any person who at the time of sustaining such injury is engaged in *Your* service.
- Any bodily injury from passing on any infectious disease, virus, syndrome or illness.
- Damage to property owned by or in the charge or control of:
 - You*
 - any other permanent member of the *Home*
 - any person engaged in *Your* service.
- Any liability in Canada or the United States of America after the total period of stay in either or both countries has exceeded 60 (sixty) days in the *Period of Insurance*.
- Any contractually assumed liability unless *You* would have been liable by law if the contract had not existed.
- Any liability arising directly or indirectly out of any profession, occupation, business or employment.
- Any liability arising out of *Your* ownership, possession or use of:
 - any motorised or horse drawn vehicle other than:
 - domestic gardening equipment used within the *Premises*, and
 - pedestrian controlled gardening equipment, electric wheelchairs or items designed for a child's use, whilst elsewhere but excluding any legal liability arising from the use or presence of the same on any public highway.
 - golf buggies and motor cycles up to 50cc but excluding any legal liability arising from the use or presence of the same on any public highway.

Section 3 | Your Liabilities continued

Part A Standard Cover continued

What is covered

What is not covered

- b** any power-operated lift other than those produced and installed specifically for the use of the disabled or infirm
 - c** any aircraft or watercraft other than manually operated rowing boats, punts, canoes and dinghies up to 12 (twelve) feet in length.
 - d** any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991.
- 8** Any liability in respect of any kind of pollution and/or contamination other than:
- a** caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the *Period of Insurance* at the *Premises* named in the *Schedule*, and
 - b** reported to *Us* not later than 30 (thirty) 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.
- 9** Any liability arising out of *Your* ownership, occupation, possession or use of any land or building that is not within the *Premises*.
- 10** *You* are not covered under Section 3 if *You* are entitled to indemnity under any other insurance, including but not limited to any horse or travel insurance, until such insurance(s) is exhausted.

Part B Legal Proceedings

What is covered

Sums which *You* have been awarded by a court in the *United Kingdom* and which still remain outstanding 3 (three) months after the award has been made provided that:

- 1** Part A Standard Cover Section 2 of **What is covered**, on page 17 in this Section would have indemnified *You* had the award been made against *You* rather than to *You*
- 2** there is no appeal pending
- 3** *You* agree to allow *Us* to enforce any right which *We* shall become entitled to upon making payment.

What is not covered

Part C Defective Premises

What is covered

Any amount *You* become legally liable to pay under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 in connection with any *Home* previously owned and occupied by *You*.

What is not covered

- 1** Any liability if *You* are entitled to indemnity under any other insurance.
- 2** The cost of repairing any fault or alleged fault.

Part D Identity Theft Extension

If, during the *Period of Insurance*, *You* suffer an *Identity Theft* *We* will cover *You* for the following reasonable and necessary expenses:

- 1 The cost of legal fees for defending a claim against *You* by financial institutions or similar credit grantors or agencies, to remove incorrect judgements, to challenge a consumer credit rating or to notarise *Your* signature.
- 2 The cost of sending registered mail to police, credit reference agencies, financial institutions or similar credit grantors.
- 3 *Your* lost earnings as a result of *You* taking time off work to meet with, or talk to police, credit reference agencies and/or legal counsel or to complete statutory declarations. *We* will only cover *Your* loss of earnings for up to 12 (twelve) months after *You* discover the identity theft but limited in any case to £10,000 for any one *Identity Theft*.

Section 4 | Family Legal Solutions

What is covered

Following an Insured Event *We will pay Your Legal Costs and Expenses up to the Limit of Indemnity, including the cost of appeals provided that:*

- 1** the Insured Event occurs within the *Territorial Limit*
- 2** the claim
 - always has *Reasonable Prospects of Success*
 - is reported to *ARAG*
 - during the *Period of Insurance*
 - immediately after *You* first become aware of circumstances which could give rise to a claim under this section
- 3** *You* always agree to use the *Appointed Adviser* nominated by *ARAG* in any claim
 - falling under the jurisdiction of an Employment Tribunal or the *Small Claims Court*, and/or
 - prior to the issue of proceedings
- 4** any proceedings or hearing are dealt with by a court, tribunal or any other body that *ARAG* agree to, in the *Territorial Limit*
- 5** in respect of a claim under Insured Events 2 or 4 *You* enter into a *Conditional Fee Agreement* with the *Appointed Adviser* or *Your Appointed Adviser* enters into a *Collective Conditional Fee Agreement* with *ARAG* if the claim will be decided in a court within England and Wales and falls outside the jurisdiction of the *Small Claims Court*.

What is not covered

Insured Events

1 Employment

A dispute with *Your* current, former or prospective employer relating to their contract of employment or related statutory rights provided that in respect of any claim falling under the jurisdiction of an Employment Tribunal *You* agree to use the *Appointed Adviser* nominated by *ARAG*

An employment dispute is deemed to have occurred once all internal dismissal, disciplinary and grievance procedures as set out under the Employment Act 2002 (Dispute Resolution) Regulations 2004 have been or ought to have been concluded

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

What is covered

2 Contract

A dispute arising out of an agreement or alleged agreement which *You* have entered into

3 Property

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

- a following an event which causes or could cause physical damage to *Your* material property including *Your* principal *Home***
- b following a public or private nuisance or trespass provided that *You* are responsible for the first £250 of each and every claim**

4 Personal Injury

An event causing *You* personal injury

5 Tax

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

What is not covered

Any claim relating to:

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

Any claim relating to:

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

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

Any claim arising from or relating to:

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

What is covered

6 Legal Defence

- a** Arising out of *Your* work as an employee:
 - i** prior to being charged when dealing with the police or Health & Safety Executive or others with the power to prosecute
 - ii** a prosecution brought against *You* in a court of criminal jurisdiction
 - iii** a civil action brought against *You* for compensation under section 13 of the Data Protection Act 1998
 - iv** civil proceedings brought against *You* under legislation for unlawful discrimination.
- b** A motoring prosecution brought against *You*.
- c**
 - i** A formal investigation or disciplinary hearing brought against *You* by any trade association, professional or regulatory body
 - ii** Being absent from work to attend any court, tribunal, arbitration, disciplinary hearing or regulatory proceedings at the request of the *Appointed Adviser* or whilst on jury service. The amount *We* pay shall not exceed £100 per day or part thereof less whatever is recoverable from the court or tribunal subject to a maximum of £1,000.

7 Identity Theft

A dispute arising from the use of *Your* personal information without *Your* permission to commit fraud or other crimes.

What is not covered

Any claim relating to:

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

Any money claimed, goods, choses in action, or other property or equivalent costs obtained as a result of the identity theft.

Conditions applying to Section 4 only

Failure to keep to any of these conditions may lead *Us* to cancel this section, refuse a claim or withdraw from an ongoing claim. *We* also reserve the right to recover *Legal Costs and Expenses* from *You* should this occur.

1 Your Responsibilities

You must:

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

2 The Appointed Adviser

- a In certain circumstances as set out in 2 c) below *You* may choose an *Appointed Adviser*. In all other cases no such right exists and *ARAG* shall choose the *Appointed Adviser*.
- b Where *You* wish to exercise *Your* right to choose *You* should write to *ARAG* with *Your* nominated representative's name and address. *Your* chosen *Appointed Adviser* must agree to act under *ARAG*'s standard terms of business and cooperate with *ARAG* at all times.

ARAG may refuse to accept *Your* nomination in exceptional circumstances. If we disagree over the appointment of an *Appointed Adviser* then *ARAG* will agree for another suitably qualified person to decide the matter.
- c If *ARAG* agrees to start legal proceedings and the court or tribunal requires any representative to be legally qualified, or there is a conflict of interest, *You* may choose a suitably qualified *Appointed Adviser*. *Your* right to choose never applies to Employment Tribunal, Tax or *Small Claims Court* claims unless there is a conflict of interest.
- d If the *Appointed Adviser* refuses to continue acting for *You* with good reason, *You* dismiss the *Appointed Adviser* without good reason, or *You* withdraw from the claim without *ARAG*'s written agreement, cover will end immediately unless *ARAG* agrees to appoint another *Appointed Adviser*.

- e The *Appointed Adviser* must enter into a *Conditional Fee Agreement* with *You* or a *Collective Conditional Fee Agreement* with *ARAG* if a claim under Insured Events 2 or 4 will be decided by a court within England and Wales and falls outside the jurisdiction of the *Small Claims Court*.

3 Our Consent

ARAG must give *You* its written consent to incur any *Legal Costs and Expenses*. *We* do not accept any liability for *Legal Costs and Expenses* incurred without *ARAG*'s written consent.

4 Settlement

- a *We* have the right to settle the claim by paying the value of *Your* claim
- b *You* must not negotiate, settle the claim or agree to pay any *Legal Costs and Expenses* incurred without *ARAG*'s written agreement
- c If *You* refuse to settle the claim following:
 - i a reasonable offer, or
 - ii advice to do so from the *Appointed Adviser**We* may refuse to pay further *Legal Costs and Expenses*.

5 Counsel's Opinion

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

6 Arbitration

If there is a dispute between the *You* and *ARAG* about the handling of a claim or the choice of an *Appointed Adviser*, the matter will be referred to a suitably qualified person agreed upon by both parties. The loser of the dispute shall be liable to pay the costs incurred. If we fail to agree on a suitably qualified person *ARAG* will ask the president of the relevant Law Society to nominate one.

7 Dual Insurance

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

8 Fraudulent Claims

If *You* make any claim under this section which is fraudulent or false, this section shall become void and all benefit under this section will be forfeited including the premium.

9 Acts of Parliament and Jurisdiction

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

This *Policy* will be governed by English Law.

Exclusions applying to Section 4 only

You are not covered for any claim arising from or relating to:

- 1 *Legal Costs and Expenses* incurred before *ARAG* accept a claim
- 2 any actual or alleged act, omission or dispute occurring prior to, or existing at the inception of the *Policy*, and which *You* knew or ought reasonably to have known could give rise to a claim under this section
- 3 where the amount in dispute is less than £100, or if the amount in dispute is payable in instalments then the instalment due and payable at the time of making the claim must exceed £100
- 4 an allegation or prosecution against *You* involving:
 - assault, violence or dishonesty
 - malicious falsehood
 - the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials
 - illegal immigration
 - offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences)
- 5 a dispute with any member of *Your* family
- 6 an Insured Event arising from a deliberate or reckless act by *You*
- 7 fines, penalties or compensation
- 8 a judicial review
- 9 patents, copyright, trade marks, passing-off, trade or service marks, registered designs, secrecy and confidential information
- 10 a dispute with *ARAG* or *Us* not dealt with under Condition 6
- 11 defamation
- 12 group Litigation Orders.

General Exclusions

We will not pay for

- a Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising there from or any consequential loss; or**
- b Any legal liability of whatsoever nature**

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

1 Radioactive Contamination and Nuclear Assemblies

- a** Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- b** The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof;

2 War

Any acts of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;

3 Computer Failure

Equipment, integrated circuit, computer chip, computer software or any other computer-related equipment caused by computer failure, computer error or any other malfunction;

4 Electronic Data

- a** Computer viruses (a corrupting instruction from an unauthorised source that propagates itself via a computer system or network);
- b** The erasure and corruption of electronic data and multimedia downloads, other than as a direct result of an event which also gives rise to a valid claim elsewhere under Section 2;

5 Biological and Chemical Contamination

Biological or chemical contamination due to or arising from:

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

Making a Claim (Sections 1–3)

How to notify us of your claim

You or *Your* broker should contact *Us* by telephone by calling the **Brit Claims Notification Line** on **0800 587 6713** or in writing at **Brit Insurance, Oakleigh House, 14-16 Park Place, Cardiff CF10 3DQ** as soon as reasonably possible, giving full details of what has happened.

Subject to verification of *Your Policy* reference *We* will:

- a** log *Your* call and acknowledge notification by return
- b** determine the most appropriate response to *Your* enquiry
- c** promise that no excess, deductible or uninsured expense will be incurred without *Your* approval.

Your duties

In the event of a claim or possible claim under this insurance *You* must:

- a** notify *Us* as soon as reasonably possible giving full details of what has happened.
- b** provide *Us* with written details of what has happened within 30 (thirty) days and provide any other information *We* may reasonably require.
- c** immediately forward to *Us*, if a claim for liability is made against *You*, any letter, claim, writ, summons or other legal document *You* receive.
- d** inform the police as soon as reasonably possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.
- e** not admit liability or offer or agree to settle any claim without *Our* written permission.

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

If *You*, or anyone acting on *Your* behalf, makes a claim knowing it to be false or fraudulent in amount or in any other respect, this insurance shall be invalid and all claims shall be forfeited.

How we deal with your claim

We may take responsibility for conducting, defending or settling any claim in *Your* name and take any action *We* consider necessary to enforce *Your* rights or *Our* rights under this insurance.

We will not pay any claim if any loss, damage or liability covered under this insurance is also covered wholly or in part under any other insurance except in respect of any excess beyond the amount which would have been covered under such other insurance had this insurance not been effected. This clause does not apply to fatal injury (Section 2A).

Making a Claim (Section 4 only)

If you need to report a claim:

- 1** under no circumstances should *You* instruct *Your* own solicitor as *We* will not pay the costs incurred and it could invalidate *Your* cover.
- 2** please telephone **0117 917 1698** where *We* can either take the details over the telephone, or *You* can request a claims form for completion. Alternatively, *You* can find further details at **www.arag.co.uk/newclaims**.
- 3** providing *We* accept a claim, *We* will arrange for a solicitor to contact *You* quickly with a view to progressing the case.

Helplines and Legal Services provided by ARAG (applicable to Section 4 only)

0844 581 0401 Legal and Tax Advice

You have access to our 24-hour advice service in the event of a legal or tax problem. *ARAG* would strongly recommend that *You* initially take advantage of this confidential service which *ARAG* provide to *You* as part of this section; the only cost to *You* is a standard rate call. The advice covers any personal legal or tax matter and *You* can use this service as often as *You* like. *Your* query will be dealt with by a suitably qualified specialist experienced in handling a range of legal and tax-related matters.

Use of this service does not constitute reporting of a claim.

0844 477 1619 Counselling

In the event of an individual needing confidential help and advice, our counsellors are available 24 hours a day, 365 days of the year. They are available to provide support on any matter that is causing *You* upset or anxiety, from gambling to bereavement.

0844 581 0402 Domestic Assistance

Help is available if trouble strikes at *Home*, e.g. burst pipes, blocked drains, electrical faults etc. *ARAG* will provide *You* with assistance by telephone in obtaining a tradesman or contractor in respect of a problem relating to *Your Home*. *ARAG* will not be liable for any costs, call-out charges or labour charges nor parts and materials. The cost to you is a standard rate call.

Family Document Max

As a benefit of buying this *Policy*, *You* now have access to Family Document Max, a service that provides a revolutionary legal services website resource. Family Document Max has been designed to meet your personal needs, allowing unlimited free access to interactive documents such as a free will writing facility, power of attorney, buying and selling *Your* home, and even issues relating to pets and travel.

To access this site, go to:

www.arag.co.uk/docs

Once *You* are on the site click on "Family Legal Solutions", then click on "registration page". *You* will then need to enter Voucher Code **AFE48BBE98B5** to register for the first time. *You* will then be given *Your* individual sign in details to use in the future.

Further Information

Data Protection

The information *We* collect about *You* is processed for the purpose of the underwriting and management of *Your* Insurance and administering claims. *We* may pass this information to loss adjusters and reinsurers for these purposes. This may involve the transfer of *Your* information to countries which do not have data protection laws.

Some of the information *We* collect about *You* may be classified as 'sensitive' – that is information about criminal convictions or alleged criminal convictions. Data protection laws impose specific conditions in relation to sensitive information, including in some circumstances the need to obtain *Your* explicit consent before *We* process the information.

You have previously consented to such processing and transfer of information (without which *We* would have been unable to consider offering cover).

However, *You* may have the right to access to, and correction of, information that *We* hold about *You*. Please contact *Our* Compliance Officer at 55 Bishopsgate, London, EC2N 3AS if *You* would like to exercise these rights.

Legal Jurisdiction of this Policy

Under European Law, the parties to a contract are free to choose the law applicable to the insurance contract. Unless specifically agreed to the contrary prior to acceptance of the application, this insurance is subject to English Law under the jurisdiction of the courts of England and Wales.

Customer Services and Complaints

We are dedicated to providing *You* with a high quality service and *We* want to ensure that *We* maintain this at all times. If *You* feel *We* have not offered *You* a first class service please write and tell *Us* and *We* will do *Our* best to resolve the problem.

In the first instance please contact *Your Broker* from whom *You* bought *Your Policy* of insurance.

In the unlikely event *You* remain dissatisfied, please contact:

Customer Relations

Brit Insurance Limited
55 Bishopsgate,
London EC2N 3AS

Telephone: **020 7984 8800**
Fax: **020 7984 8801**
E-mail: **customer.relations@britinsurance.com**

In the event *You* wish to pursue matters further *You* may be able to refer the matter to The Financial Ombudsman Service. The Financial Ombudsman Service can normally deal with complaints from private individuals and from small businesses with an annual turnover of less than £1 million (for a group of companies, this means a group annual turnover of less than £1 million). The Financial Ombudsman Service can also help with complaints from charities with an annual income of less than £1 million; and from trusts with a net asset value of less than £1 million.

The Financial Ombudsman Service

South Quay Plaza,
183 Marsh Wall,
London E14 9SR

Helpline: **0845 080 1800**
Switchboard: **020 7964 1000**
Website: **www.financial-ombudsman.org.uk**

We are covered by the Financial Services Compensation Scheme (FSCS). *You* may be entitled to compensation from the scheme if *We* cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Further information about compensation scheme arrangements is available from the FSCS by contacting:

Financial Services Compensation Scheme

7th Floor Lloyds Chambers,
Portsoken Street,
London E1 8BN

Telephone: **020 7892 7300**
Fax: **020 7892 7301**
E-mail: **enquiries@fscs.org.uk**

In respect of Section 4 only

We are committed to providing a first class service at all times. If, however, a complaint arises, then this should be addressed in the first instance to:

The Managing Director

ARAG plc
Suite 12a, Froomsgate House
Rupert Street
Bristol BS1 2QJ

Telephone: **0117 917 1680**

If the complaint is not resolved to your satisfaction, then the matter may be referred to Customer Relations, Brit Insurance Limited (contact information as before).

In the event you wish to pursue matters further then you may be able to refer the matter to the Financial Ombudsman Service (contact details as above).

