

Specialist

Home Insurance

Introduction

Thank you for choosing to insure with **Us**. **We** hope **You** will be happy with the cover provided by this Policy and the service **You** receive from **Us**.

This Policy of insurance is issued in accordance with the authorisation granted to Geo Personal Lines by an insurer or consortium of insurers, details of which are shown on the Policy **Schedule**.

This Policy document should be read together with the **Schedule** and any **Endorsement(s)**, applying to **Your** Policy, as they form this legally binding contract of insurance between **You** and **Us**.

The Policy is divided into a number of different Sections. Please check the **Schedule** to see which Sections are in force and how much **You** are insured for under each Section.

We will pay for any loss, damage, injury, costs or liability described in this Policy arising from events happening during the **Period of Insurance** for which **You** have paid or agreed to pay, and **We** have accepted the premium.

This insurance does not give or intend to give rights to anyone else. No one else has the right to enforce any part of this insurance.

Geo Personal Lines
Second Floor,
Marlborough House,
Victoria Rd S,
Chelmsford CM1 1LN
Telephone: 0330 123 3307
Email: household@midasuw.com

Your Policy is arranged by Geo Personal Lines.

Geo Personal Lines is a trading style of Midas Underwriting Limited.

Midas Underwriting Ltd. Registered Office: Quay Point, Lakeside Boulevard, Doncaster, South Yorkshire, DN4 5PL.

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FCA Register No 303525.

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Useful Information

Your responsibilities

In order to protect **Your** property to its fullest extent, **You** should insure for the full re-building cost of the **Building(s)** and the full replacement costs as new (less an amount for wear and tear on clothing and household linen) of the **Contents** concerned.

Remember, if **Your** property is not insured to its fullest extent, claim payments may be reduced. **You** can change **Your** sums insured at any time – **You** do not have to wait for renewal.

The property must be maintained to a good state of repair.

You are required to comply with all terms and conditions under this Policy.

Misrepresentation

In arranging **Your** insurance **We** will have asked a number of questions which **You** were required to answer. **You** must take reasonable care to ensure that **You** have answered all these questions honestly, to the best of **Your** knowledge, and have provided full answers and all relevant details.

If questions are not answered honestly and to the best of **Your** knowledge, then **Your** Policy may be cancelled or **Your** claim rejected or not fully paid. **You** may also have difficulty in obtaining insurance in the future or experience extra cost in doing so.

Changes to Your Information

Information provided by (or on behalf of) **You** and any assumptions made about **You** and/or **Your** property and/or the use of **Your** property, has been relied upon by **Us** to calculate a premium and apply the terms and conditions upon which this insurance cover has been offered.

You must tell **Us** immediately if there are any changes to this information. If **We** agree to **Your** change, it may result in an additional or return premium and may be subject to an administration charge.

The changes that **You** should tell **Us** about include but are not limited to:

- If **You** change **Your** insured address;
- If **You** change **Your** name;
- If **You** change **Your** occupation(s), or the trade in which **You** work;
- If the property is used for business and the type of business use;
- If the property is no longer **Your** main residence;
- If the property is let or sublet;
- If there are paying guests or lodgers;
- If the number of consecutive days that the property is **Unoccupied** increases;
- If the property becomes permanently **Unoccupied** (i.e. not lived in, or intended to be lived in or insufficiently furnished for normal living purposes);
- If **You** are convicted of a criminal offence (other than motoring offences);
- If **You** become bankrupt;
- If the full rebuilding cost of **Your** property changes (if **You** have **Buildings** Insurance with **Us**);
- If the **Contents** or **Valuables and Personal Effects** sum insured changes (if **You** have these sections insured with **Us**);

Useful Information – continued

- If there are any renovations or building works being carried out, or due to commence, at **Your Home**;
- If the type of locks or alarm should change, or if **You** no longer have an alarm maintenance contract in force;
- If the property is no longer self-contained or does not have its own lockable entrance;
- If the property is not in a good state of repair;
- If there is any flooding to the property, or within 100m of the property;
- If the property is showing signs of potential subsidence, landslip or heave damage, i.e. cracking;
- If any other houses in the same street have been affected by subsidence, landslip or heave;
- If **You** have made a claim under any other home or landlords policy that is not provided by **Us**;
- If **You** have any other insurance policy refused, declined, cancelled or voided.

If **You** are not sure what changes are relevant, please contact **Your** insurance adviser or **Us** for confirmation.

If the changes **You** make mean **We** can no longer insure **You**, **We** will give **You** a notice of cancellation. Please see General Conditions, 2 “CANCELLATION on page 69

Please note that if **You** do not tell **Us** about any changes to **Your** information, **Your** Policy may be cancelled or **Your** claim rejected or not fully paid.

Administration Charge

We reserve the right to apply an administration charge of up to £10.00 (subject to insurance premium tax where applicable) for any adjustments **You** make to **Your** Policy.

Use of language

Unless otherwise agreed, the contractual terms and conditions and other information or communication relating to this contract will be in English.

Index Linking

Please refer to **Your** Policy **Schedule** to check whether Index Linking applies to **Your** sums insured.

If Index Linking does apply, the sums insured on **Your Schedule** for Section 1 **Buildings** and Section 2 **Contents** will be adjusted monthly in line with:

- a) **Buildings** – the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors. Should this index not be available another appropriate index will be used.
- b) **Contents** – the Retail Price Index (consumer durables section). Should this index not be available another appropriate index will be used.

No charge will be made for this during each year but anniversary premiums will be calculated on the adjusted sums insured.

Index Linking will continue from the date of loss or damage to the settlement of the resulting claim provided **You** have not unreasonably delayed notification or settlement of the claim.

Definitions

The following words and phrases will have the same meaning wherever they appear in this Policy, other than in titles and paragraph headings, unless otherwise shown in a particular Policy Section. To help identify these words they will appear in **bold** in this Policy wording. Any defined word or phrase in the singular is deemed to include the plural and those in the plural are deemed to include the singular.

Buildings

The **Home** and its permanent fixtures and fittings, swimming pools, paths, drives, terraces, walls, hedges, gates, and fences all contained within the boundaries of the **Land**.

Clauses or Endorsements

Any variation or addition to the terms of the Policy.

Computer System

Any computer, data processing equipment media or part thereof, or system of data storage and retrieval, or communications system, network, protocol or part thereof, or storage device, microchip, integrated circuit, real time clock system or similar device or any computer software (including but not limited to application software, operating systems, runtime environments or compilers), firmware or microcode whether or not **Your** property.

Contents

Household goods and personal property. **Money** and **Valuables** all belonging to or the responsibility of **You** or **Your Family** and contained in the **Home** or in the open within the boundaries of the **Land**.

The term **Contents** does not include: any permanent fixture and fittings, property or **Money** held for professional or business purposes, securities and documents of any kind, any living creature aircraft, hovercraft, watercraft, mechanically propelled vehicles (other than domestic gardening machines), motorcycles, caravans, trailers, trailer tents and their parts and accessories.

Excess

The first part of any claim **You** have to bear as stated in the Policy wording unless otherwise stated by **Endorsement** within the Policy **Schedule**.

Note: *-If more than one Policy section is affected by the same claim only one **Excess** will be deducted.*

*If the **Excesses** under each section are different the higher **Excess** will be deducted.*

Home

The private dwelling and its domestic outbuildings and garages at the address shown in the **Schedule**.

Land

The land belonging to the **Home**.

Money

Cash, bank or currency notes, cheques, travellers cheques, postal or money orders, savings stamps and certificates, travel tickets, luncheon vouchers, current stamps (face value only) and gift tokens.

Policyholder/You/Your

The person(s) named as the **Policyholder** in the **Schedule**.

Definitions – continued

Schedule

The **Schedule** is part of the Policy. It shows details of the **Policyholder**, the property insured, the period of insurance, and the sections of the Policy which apply.

United Kingdom

England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

Unoccupied

- a) Insufficiently furnished for normal occupation, or
- b) Furnished for normal occupation but has not been lived in for more than 60 consecutive days.

Unspecified Personal Effects and Clothing

Personal property which is designed to be worn or carried on or about the person but does not include:- contact or corneal lenses.

Valuables

Jewellery, gold, silver, precious metals, clocks and watches, coin, medal and stamp collections, works of art, furs.

We/Us/Our

A leading UK insurer (or insurers) as detailed on the Policy **Schedule** and Geo Personal Lines as administrators of the Policy.

You/Your Family

You, **Your** spouse or **Your** partner who lives at the same address as **You** and shares financial responsibilities, **Your** children, parents and other relatives who normally live with **You** permanently.

How to make a Claim

Please first read this Policy and **Your Schedule** to check that **You** are covered.

For Sections 1 – 5

Please refer to and follow the Notification and Conduct of Claims on page 68.

To register a claim contact: -

Davies Group, PO Box 800, Elland, HX1 9ET

Tel; 0345 0744 760

Email: geoclaims@davies-group.com

You should ask Geo Personal Lines for a claim form and provide as much information as possible to help **Us** deal with **Your** claim quickly and fairly.

If **You** need to ask any questions during **Your** claim, please call **Us** on the above number.

For Section 6 (Family Legal Expenses)

Please refer to page 48 for full details.

For Section 7 (Home Emergency)

Please refer to page 66 for full details.

Complaints

We aim to provide the highest standard of service to every customer. **We** realise that things can go wrong and there may be occasions when **You** feel that **We** have not provided the service **You** expected. When this happens, **We** want to hear about it so that **We** can try to put things right.

If **Your** complaint relates to:

- How **Your** Policy was sold to **You**, please contact **Your Broker**.
- **Sections 1-5** – Please contact Davies Group (acting on behalf of Geo Personal Lines)
- **Sections 6** Please contact Arc Legal Assistance Ltd – see page 49 for full details
- **Sections 7** Please contact LIM Emergency – see page 67 for full details

If at any time **You** have a complaint about the services provided to **You** by Geo Personal Lines, **You** should also contact Davies Group.

Sections 1 - 5	Section 6	Section 7
Davies Group PO Box 2801 Stoke- On- Trent, ST4 9DN Tel; 0344 856 2015 Email: customer.care@davies-group.com	Arc Legal Assistance Ltd PO Box 8921 Colchester CO4 5YD Tel: 01206 615000 Email: customerservice@arclegal.co.uk	LIMemergency 1 Hagley Court North The Waterfront Brierley Hill West Midlands DY5 1XF Tel: - 01384 884080 Email:- claims@limemergency.co.uk

All complaints received are taken seriously and will be handled promptly and fairly. If **You** make a complaint, it will be acknowledged promptly, an explanation of how it will be handled, what **You** need to do and how **Your** complaint is progressing will be given to **You**. **Your** complaint will be recorded, and **Your** comments analysed to help improve the service offered. Complaints which **Your** insurer are required to resolve will be passed to them and **You** will be notified if this happens.

If **You** remain unhappy with the outcome of **Your** complaint **You** may be eligible to refer **Your** complaint to:

The Financial Ombudsman Service
 Exchange Tower
 London E14 9SR

Tel: 0800 023 4567 (free from landlines) or

Tel: 0300 123 9123 (free from most mobile phones)

Or simply log on to their website at: www.financial-ombudsman.org.uk

Whilst **We** are bound by the decision of the Financial Ombudsman Service, **You** are not.

Following the complaints procedure does not affect **Your** right to take legal action.

Telephone calls may be recorded or monitored. Call costs may vary depending on **Your** service provider.

Section 1 - Buildings

Your Schedule tells You if this Section is in force.

We will pay for	We will not pay for
<p>A. The Basic Cover Loss of or damage to Buildings caused by:</p>	<p>The amount of any Excess shown in Your Schedule. A.</p>
1. Fire, explosion, lightning, earthquake.	
2. Smoke.	2. Damage caused by any gradually operating cause.
3. Riot, civil commotion, labour or political disturbances.	
4. Malicious persons or vandals.	4. Loss or damage caused by persons lawfully in the Home . Loss or damage caused while the Home is Unoccupied .
5. Storm or flood.	5. Loss or damage caused by freezing. Loss of or damage to hedges, gates and fences.
6. Escape of water or oil escaping from a fixed heating system or domestic water installation, washing machines or dishwashers.	6. Damage caused while the Home is Unoccupied . Damage to the installation or appliance itself unless freezing causes the damage.
7. Theft or attempted theft.	7. Loss or damage caused by You or Your Family or any tenant or any person lawfully in the Home . Loss or damage occurring while the Home is Unoccupied .
8. Collision involving aircraft, or aerial devices or anything dropped from them, vehicles, trains or animals.	8. Loss or damage caused by domestic pets.
9. Falling trees or branches, lamp posts or telegraph poles.	9. Damage to hedges, gates and fences. Damage caused by felling or lopping of trees.
10. Falling receiving aerials (including satellite dishes)	10. Damage to the receiving aerial, satellite dishes, fittings or mast itself.

Buildings – continued

We will pay for	We will not pay for
<p>11. Subsidence or heave of the site on which the Buildings stand, or landslip.</p>	<p>11. The first £1,000 of any claim.</p> <p>Damage resulting from the foundations settling, shrinking or expanding.</p> <p>Damage resulting from coastal or river erosion.</p> <p>Damage resulting from faulty workmanship or the use of defective materials.</p> <p>Damage resulting from demolition, alteration or repair to the Buildings.</p> <p>Damage resulting from the bedding down of new structures or settlement of made-up ground.</p> <p>Damage resulting from the movement of solid floors unless the foundations beneath the external walls of the Home are damaged by the same cause, and at the same time.</p> <p>Damage to paths, drives, terraces, patios, walls, gates, fences, swimming pools and tennis courts unless the foundations beneath the external walls of the Home are damaged by the same cause, and at the same time.</p> <p>Diminution of Market Value.</p>
<p>B. Damage to Plumbing Installations by Freezing</p> <p>Damage to interior fixed domestic heating or water installations caused by freezing.</p>	<p>B.</p> <p>Damage caused while the Home is Unoccupied</p>
<p>C. Breakage of Fixed Glass and Sanitary Fittings</p> <p>Accidental breakage of fixed glass, fixed sanitary ware and ceramic hobs, all forming part of the Home.</p>	<p>C.</p> <p>Breakage caused while the Home is Unoccupied.</p>
<p>D. Damage to Underground Services</p> <p>Accidental damage to underground services to the Home for which You are legally responsible.</p>	<p>D.</p> <p>Damage caused whilst clearing, or attempting to clear a blockage.</p>

Buildings – continued

We will pay for	We will not pay for
<p>E. Additional Costs</p> <p>The additional costs of:</p> <ul style="list-style-type: none"> a) complying with government or local authority requirements. b) architects, surveyors and other professional fees. c) clearing debris, demolition, shoring or propping up necessary as a result of loss or damage insured by this section. 	<p>E.</p> <ul style="list-style-type: none"> a. costs for complying with requirements notified before the loss or damage occurred b) fees charged for preparing any claim under this Policy.
<p>F. Temporary Accommodation and Loss of Rent</p> <p>Up to 20% of the sum insured on Buildings for:</p> <ul style="list-style-type: none"> a) the reasonable costs of Your temporary accommodation. b) loss of rent payable to You. during the period necessary to restore Your private dwelling to a habitable condition, as a result of loss or damage insured by section 1A- The Basic Cover. 	
<p>G. Moving Home</p> <p>If You are selling the Home the purchaser will have the benefit of this Section during the period between exchange of contracts and completion provided that the Home is not insured under another policy.</p>	
<p>H. Tracing and accessing leaks</p> <p>In the event of damage to the Buildings caused by escape of water from water tanks, pipes, apparatus or fixed heating systems in the Home, We will pay the reasonable costs, up to £5,000 for removing and replacing any other part of the Buildings necessary to find and repair the source of the leak.</p>	
<p>I. Emergency Access</p> <p>Damage to Your Home caused by forced access to attend a medical emergency or an event which could result in damage to the Home.</p>	

Accidental Damage Option

We will pay for	We will not pay for
<p>J. Accidental Damage Accidental damage to the Buildings.</p>	<p>J</p> <p>Damage caused while the Home is lent, let, sub-let, or Unoccupied.</p> <p>Damage which is specifically excluded elsewhere in Section 1 – Buildings.</p> <p>The cost of maintenance Damage caused by settlement or shrinkage of the Buildings.</p> <p>Damage caused by wear and tear, depreciation, rot, fungus, beetle, moths, insects, vermin, domestic pets, infestation, rust, mildew, atmospheric or climatic conditions, the effect of light or other gradually operating cause.</p> <p>Damage caused by faulty workmanship or design or the use of defective materials.</p>

Settlement of Claims

Provided that at the time of loss or damage the sum insured is not less than the rebuilding cost and the **Buildings** are in a good state of repair **We** will at **Our** option pay:

- a) the cost of repair, or
- b) the cost of replacement.

We will not pay for any reduction in the market value of the **Home** resulting from repair or replacement of damaged parts.

If the **Buildings** are not in good repair or if repair or replacement is not carried out, **We** will at **Our** option pay:

- a) the cost of repair or replacement less a deduction for wear and tear and depreciation, or
- b) for the reduction in market value caused by the loss or damage.

The rebuilding cost is the cost of rebuilding the **Buildings** in the same size and style and condition as when new, including the Additional Costs described in paragraph **E** of this Section.

The total amount payable under Sections **A-E** will not exceed the sum insured.

The sum insured will not be reduced by the amount of any claim.

Underinsurance

If the sum insured is less than the full replacement cost **We** will only pay the same proportion of the loss or damage as the sum insured bears to the full replacement cost.

For example, if the sum insured represents only one half of the full replacement cost **We** will only pay for one half of the amount lost or damaged.

Matching Items

We will not pay the cost of replacing any undamaged item or part of any item solely because it forms part of a set, suite, or one of a number of items of similar nature, colour or design.

Section 2 - Contents

Your Schedule tells You if this Section is in force.

We will pay for	We will not pay for
<p>A. The Basic Cover Loss of or damage to Contents whilst contained within the Home caused by:</p>	<p>The amount of any Excess shown in Your Schedule</p>
<p>1. Fire, explosion, lightning, earthquake</p>	
<p>2. Smoke</p>	<p>2. Damage caused by any gradually operating cause.</p>
<p>3. Riot, civil commotion, labour or political disturbances</p>	
<p>4. Malicious persons or vandals</p>	<p>4. Loss or damage caused by persons lawfully in the Home. Loss or damage caused while the Home is Unoccupied.</p>
<p>5. Storm or flood</p>	
<p>6. Escape of water or oil escaping from a fixed heating system or domestic water installation, washing machines or dishwashers</p>	<p>6. Loss or damage caused while the Home is Unoccupied. Damage to the installation or appliance itself.</p>
<p>7. Theft or attempted theft</p>	<p>7. Loss of Money unless involving forcible and violent entry to or exit from the Home. Loss or damage occurring while the Home or any part is lent, let or sub-let unless involving forcible and violent entry to or exit from the Home. Loss or damage caused while the Home is Unoccupied. Loss or damage contributed to or caused by You, Your Family or any domestic employee or attendant or person lawfully in the Home. Loss by deception unless deception is only used to gain entry to the Home. Any amount exceeding £5,000 from outbuildings (other than garages) Loss or damage to pedal cycles unless in a building or securely locked to an immovable object.</p>

Contents – continued

We will pay for	We will not pay for
8. Collision involving aircraft or aerial devices or anything dropped from them, vehicles, trains or animals	8. Loss or damage caused by domestic pets.
9. Falling trees or branches, lamp posts or telegraph poles	
10. Falling receiving aerials (including satellite dishes) and their fittings or masts	10. Damage to the receiving aerial, satellite dishes, fittings or mast itself.
11. Subsidence or heave of the site on which the Buildings stand, or landslip	11. Damage resulting from coastal or river erosion. Damage resulting from the foundations settling, shrinking or expanding. Damage resulting from faulty workmanship or the use of defective materials. Damage resulting from demolition, alteration or repair to the Buildings . Damage resulting from the movement of solid floors unless the foundations beneath the external walls of the Home are damaged by the same cause and at the same time.

Contents – continued

We will pay for	We will not pay for
<p>B. Breakage of Glass and Mirrors Accidental breakage of mirrors, glass tops to furniture and ceramic hobs and fixed glass in furniture in the Home.</p>	<p>B. Breakage caused while the Home is Unoccupied.</p>
<p>C. Damage to Electrical Equipment Accidental damage to televisions, (including satellite dishes and television aerials fixed to the Home), radios, home computers, audio and video equipment in the Home.</p>	<p>C. Damage to items designed and intended to be portable including video cameras, camcorders, and portable computer equipment. Damage to records, films, tapes, cassettes, discs, cartridges, styli, or computer software. Damage caused by wear and tear, mechanical or electrical breakdown. Damage caused by cleaning, repair, restoration or use contrary to manufacturer's instructions. Damage caused while the Home is Unoccupied.</p>
<p>D. Household Removal Accidental loss or damage to Contents while in direct transit by a professional removal contractor from the Home for permanent removal to another address within the United Kingdom.</p>	<p>D. Loss of or damage to china, glass, earthenware and brittle items unless they have been packed by a professional packer. Loss or damage caused by scratching, denting or bruising. Loss of or damage to Contents in storage. Loss or damage insured under another Policy. Loss of Money</p>

We will pay for	We will not pay for
<p>E. Contents Temporarily Removed Up to 20% of the Contents sum insured for loss or damage to Contents temporarily removed from the Home but within the United Kingdom caused by: -</p> <ul style="list-style-type: none"> a) Circumstances as described in Section 2A – The Basic Cover, but excluding Theft. b) Theft <ul style="list-style-type: none"> i) from or while in direct transit to or from a bank or safe deposit. ii) from any Building where You or Your Family are employed or carry on a business or are in temporary residence. iii) from any other building. 	<p>E. Loss of or damage to Contents :-</p> <ul style="list-style-type: none"> - For sale, or away on exhibition or in a furniture depository. - In the open caused by storm, flood or malicious damage. - In the custody or control of You or Your Family whilst temporarily living away from the Home for the purpose of education. - By theft unless involving forcible and violent entry to or exit from a building <p>Any amount exceeding £5,000 from outbuildings.</p>
<p>F. Temporary Accommodation Up to 20% of the Contents sum insured for the reasonable costs of Your temporary accommodation during the period necessary to restore Your private dwelling to a habitable condition, as the result of loss or damage insured by Section 2A – The Basic Cover.</p>	
<p>G. Theft of Keys Up to £500 for the replacement of external door locks and keys to the Home if keys are stolen.</p>	
<p>H. Tenants Liability Up to 20% of the Contents sum insured for damage to the Buildings as described in Section 1A – The Basic Cover, Section 1B, 1C 1D and 1E of Section 1 - Buildings.</p>	<p>H. Loss or damage excluded in Section 1A – The Basic Cover, Section 1B, 1C, 1D and 1E of Section 1 – Buildings.</p>
<p>I. Metered Water and Loss of Oil Up to £1,000 for loss of metered water or domestic heating oil following accidental damage to interior fixed domestic heating or water installations situated in or on the Home.</p>	<p>I. Loss or damage caused while the Home is Unoccupied.</p>

Contents – continued

We will pay for	We will not pay for
<p>J. Contents in the Open Up to £1,500 for loss or damage to Contents not contained within the Home but still within the boundaries of the Land caused by circumstances as described in Section 2A – The Basic Cover.</p>	<p>J. Loss or damage to trees, shrubs, plants or garden products. Loss or damage while the Home is Unoccupied.</p>
<p>K. Christmas Increases The Contents sum insured is automatically increased 10% during the month of December.</p>	
<p>L. Wedding Gifts Cover Up to 10% of the Contents sum insured for loss or damage to wedding gifts caused by the circumstances described in Section 2A – The Basic Cover for one month before and one month after the wedding day of You or Your Family. Cover applies while in:-</p> <ol style="list-style-type: none"> a) the Home b) the building where the reception is held c) the married couples' home d) transit between any of the places specified above. 	
<p>M. Title Deeds Up to £1,500 for the cost of preparing new title deeds to the Buildings if they are lost or damaged by circumstances described in Section 2A – The Basic Cover when in the Home or in Your bank.</p>	
<p>N. Contents at University/ College Loss of or damage to Contents temporarily removed from the Home but still within the United Kingdom, for the purpose of attending a college, university or boarding school caused by circumstances as described in Section 2A – The Basic Cover up to an amount of £5,000.</p>	<p>N. Loss of or damage to Contents</p> <ul style="list-style-type: none"> - by theft unless involving forcible and violent entry to or exit from a building. - insured under any other Policy.

Contents – continued

We will pay for	We will not pay for
<p>O. Business Usage at Home Loss or damage to office equipment used in connection with Your business whilst in the Home caused by circumstances as described in Section 2A – The Basic Cover up to an amount of £5,000.</p>	<p>O. Loss of or damage caused whilst the Home is lent, let sub-let or Unoccupied. Loss of or damage to items not specifically used for clerical purposes.</p>
<p>P. Fatal Accident Benefit £5,000 maximum cash sum if You or Your spouse, separately or together, die within 3 months of an injury caused in Your Home by fire or thieves.</p>	
<p>Q. Emergency Access Damage to Your Home caused by forced access to attend a medical emergency or an event which could result in damage to the Home.</p>	
<p>R. Frozen Food Up to £1,000 for spoilage of domestic food in any freezer in the Home caused by a malfunction or rise or fall in temperature in the freezer.</p>	<p>R. Spoilage resulting from the deliberate disconnection by the supply authority of the individual gas or electricity supply to the Home. Food held for business purposes.</p>
<p>S. Personal Money and Credit Cards Cover applies anywhere in the world</p> <p>a) Personal Money Personal Money up to £1,000 in total</p> <p>b) Fraudulent Use of Credit Cards Financial loss from fraudulent use by any unauthorised person of credit cards held for social, domestic and pleasure purposes for which You are responsible for a total amount not exceeding £500</p>	<p>S.</p> <p>a) Loss of Money by mistake in change, counting or overpayment Loss of Money not reported to the police within 24 hours of discovery Loss of Money held for professional or business purposes.</p> <p>b) Loss of credit cards not reported to the Police and issuing authority within 24 hours of discovery Loss from unauthorised use by You or Your Family Loss from fraudulent use by any unauthorised person of credit cards unless You have complied with the terms and conditions under which the card was issued.</p>

Contents – continued

We will pay for	We will not pay for
<p>T. Pedal Cycles Accidental loss of or damage to pedal cycles up to a maximum sum insured of £500</p>	<p>T. Loss or damage while being used for racing, pacemaking or trials. Loss or damage to pedal cycle tyres, wheels and accessories unless the pedal cycle is lost or damaged at the same time. Loss or damage unless in a building or securely locked to an immovable object.</p>

Accidental Damage Option

<p>U. Accidental Damage Accidental damage to Contents in the Home.</p>	<p>U. Damage caused while the Home is lent, let, sub-let, or Unoccupied. Damage which is specifically excluded elsewhere in Section 2 - Contents. Deterioration of food. Damage caused by wear and tear, depreciation, rot, fungus, beetle, moths, insects, vermin, domestic pets, infestation, rust, mildew, atmospheric or climatic conditions, the effect of light or gradually operating cause. Damage caused by any process of dyeing, cleaning, alteration, repair, renovation or restoration. Damage caused by mechanical or electrical breakdown</p>
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Settlement of Claims

Provided that at the time of loss or damage the sum insured is not less than the full replacement cost **We** will at **Our** option:

- a) replace the item(s) as new (except for clothing and household linen where a deduction for wear, tear and depreciation will be made), or
- b) pay the cost of repair for items which can be economically repaired, or
- c) pay the cost of replacement as new (except for clothing and household linen where a deduction for wear, tear and depreciation will be made).

The full replacement cost is the cost of replacing all **Contents** as new less an amount for wear, tear and depreciation on clothing and household linen.

In respect of any one claim **We** will not pay more than:

- a) 50% of the **Contents** sum insured in total for **Valuables**.
- b) £2,500 for any single item of **Valuables**.

The sum insured will not be reduced by the amount of any claim.

Underinsurance

If the sum insured is less than the full replacement cost, **We** will only pay the same proportion of the loss or damage as the sum insured bears to the full replacement cost.

For example, if the sum insured represents only one half of the full replacement cost **We** will only pay for one half of the amount lost or damaged.

Matching Items

We will not pay the cost of replacing any undamaged item or part of any item solely because it forms part of a set, suite or one of a number of items of similar nature, colour or design.

Section 3 - Property Owners Liability

We will pay for	We will not pay for
<p>A. Property Owners Liability (Only operative if Section 1 – Buildings is in force) Up to £2,000,000 for any one cause, plus defence costs and expenses incurred by You with Our consent to indemnify You against legal liability for:</p> <ul style="list-style-type: none"> a) accidental death, bodily injury, illness or disease to any person. b) accidental loss or damage to the property occurring whilst Section 1 – Buildings of this Policy is in force and incurred: <ul style="list-style-type: none"> i) as owner (not occupier) of the Home and its Land ii) in connection with any other private residence formerly owned and occupied by You and incurred by reason of Section 3 of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975, provided that no other insurance covers the liability. <p>If Section 1 – Buildings of this Policy expires or is cancelled, cover under this paragraph A (b) (ii) shall continue for a period of 7 years in respect only of the Home.</p>	<p>The amount of any Excess shown in Your Schedule</p> <p>A.</p> <p>Liability arising from</p> <ul style="list-style-type: none"> - Accidental death, bodily injury, illness or disease to You or Your Family or any domestic employee. - Damage to property, business or employment of You or Your Family or any domestic employee - Any profession, business or employment of You or Your Family. - The ownership or use of motor vehicles (other than gardening machines) or lifts. - Any agreement or contract unless liability would have applied anyway. - The Third-Party Wall etc. Act 1996.

Section 4 - Occupiers and Personal Liability

We will pay for	We will not pay for
<p>A. Occupiers and Personal Liability (Only operative if Section 2 – Contents is in force) Up to £2,000,000 for any one cause (other than death, bodily injury or disease of any domestic employee where the amount is £5,000,000) to indemnify You and Your Family against legal liability for:</p> <ul style="list-style-type: none">a) accidental death, bodily injury, illness or disease to any person.b) accidental damage to property occurring whilst Section 2 – Contents of this Policy is in force and arising:<ul style="list-style-type: none">i) from the occupation (not ownership) of the Home.ii) from the employment of any domestic employee.iii) in any other personal capacity anywhere in the United Kingdom or during a temporary visit world-wide. <p>In addition where a valid claim has been accepted We will pay defence costs and expenses incurred by Your with Our consent.</p> <p>In the event of Your death We will indemnify Your legal representative under the terms of this Section for legal liability incurred by You and Your Family.</p>	<p>A. Liability arising from</p> <ul style="list-style-type: none">- Accidental death, bodily injury, illness or disease to You or Your Family.- Damage to property which belongs to You or Your Family, or domestic employee, or is in their custody or control.- The ownership of the Home and any other buildings or Land.- Any profession, business or employment of You or Your Family.- The ownership, use or possession of motor vehicles (other than domestic gardening machines), motor cycles, caravans, trailers or lifts.- The ownership or use of aircraft or watercraft unless they are models or hand propelled.- the transmission directly or indirectly of any communicable disease or virus by the insured.- The ownership or possession of an animal to which any section of the Dangerous Dogs Act 1991 (or any amending legislation) applies.- Any liability arising from an award of a Court outside the United Kingdom.- Any agreement or contract unless liability would have applied anyway.

Section 5 - Valuables and Personal Effects

Your Schedule tells **You** if this Section is in force.

Cover applies anywhere in the **United Kingdom** and for up to 60 days worldwide in any one period of insurance.

We will pay for	We will not pay for
<p>Loss of or damage to property owned by You and Your Family described in the Schedule as follows:</p> <p>A. Unspecified Valuables, Personal Effects and Clothing</p> <p>Accidental loss of or damage to Unspecified Valuables, Personal Effects and Clothing, sports equipment and pedal cycles up to the amount shown in the Schedule.</p>	<p>The amount of any Excess shown in Your Schedule.</p> <p>Loss or damage listed under General Exclusions to Section 5.</p> <p>A.</p> <p>Loss or damage to:</p> <ul style="list-style-type: none"> - compact discs, cassettes, or records worth more than £100 in total. - sports equipment in the course of play or use. - any amount exceeding £1,000 in respect of any one pedal cycle - to pedal cycles in the course of racing, pacemaking or trials. - by theft of pedal cycles unless in a building or securely locked to an immovable object while unattended away from the Home. - to pedal cycle tyres, wheels and accessories unless the pedal cycle is lost or damaged at the same time. - equipment and accessories for mountaineering, pot holing, snow skiing, snowboarding, water skiing, parachuting, hang gliding, paragliding, windsurfing, sailboarding, surfboarding, skindiving and other watersports. - contact or corneal lenses. - motor vehicles, motorcycles, trailers, caravans, boats, aircraft and their respective parts. - Money and credit cards.

Valuables and Personal Effects – continued

We will pay for	We will not pay for
<p>B. Specified Items</p> <p>Accidental loss of or damage to items specified in Your Schedule.</p>	<p>B.</p> <ul style="list-style-type: none">- sports equipment in the course of play or use.- pedal cycles in the course of racing, pacemaking or trials.- theft of pedal cycles unless in a building or securely locked to an immovable object while unattended away from the Home.- pedal cycle tyres, wheels and accessories unless the pedal cycle is lost or damaged at the same time.

General Exclusions to Section 5

The amount of any **Excess** shown in **Your Schedule**.

Loss or damage caused by:

- Scratching, denting, wear, tear, depreciation, rot, fungus, beetle, moth, insects, vermin, domestic pets, infestation, damp, rust, mildew, atmospheric or climatic conditions, the effect of light or other gradually operating cause.
- Any process of dyeing, cleaning, alteration, repair, renovation or restoration.
- Mechanical or electrical breakdown.
- Detention or confiscation by customs or other officials.

Loss or damage caused to:

- Property or **Money** held or used for professional or business purposes.

Settlement of Claims

We will at **Our** option:

- a) replace the item(s) as new (except for clothing where a deduction for wear, tear and depreciation will be made), or
- b) pay the cost of repair for items which can be economically repaired, or
- c) pay the cost of replacement as new (except for clothing where a deduction for wear, tear and depreciation will be made).

Where the item(s) are not repaired or replaced **We** will make a deduction for wear, tear and depreciation.

The sums insured should be the cost of replacing all items covered as new, less an amount for wear, tear and depreciation on clothing.

In respect of any one claim **We** will not pay more than:

- a) the sum insured as stated on **Your Schedule**
- b) £1,000 for theft from any unattended motor vehicle. Theft cover from any unattended motor vehicle only applies if **Your** property is kept in a locked boot or glove compartment and the vehicle is securely locked.
- c) £2,000 any one item for **Unspecified Valuables, Personal Effects and Clothing**
- d) £1,000 in respect of any one pedal cycle unless specified on the **Schedule**.

The sums insured will not be reduced by the amount of any claim, except for pedal cycles and specified Items which will be removed from cover after total loss or destruction.

You must tell **Us** if those items are to be insured again after replacement.

Matching Items

We will not pay the cost of replacing any undamaged item or part of any item solely because it forms part of a set, suite or one of a number of items of similar nature, colour or design.

Section 6 - Family Legal Protection

Your Schedule tells **You** if this Section is in force.

Family Legal Protection provides:

- Assistance Helplines including 24/7 Legal Advice
- Insurance for certain types of disputes

ASSISTANCE HELPLINE SERVICES

Legal and Tax Helpline

You can use the helpline service to discuss any legal or taxation problem occurring within the United Kingdom, the Channel Islands and the Isle of Man, and arising during the period of this policy.

Simply telephone **0344 770 1040** and quote “**Geo Underwriting – Family Legal Expenses**”.

For **Our** joint protection telephone calls may be recorded and/or monitored.

Lifestyle Counselling Helpline

This service can help with a range of problems from practical everyday matters to sensitive or emotional issues. **Our** specialists will help **You** deal with personal relationship problems, problems with colleagues in the workplace and other issues affecting **Your** general wellbeing.

Counsellors and information specialists are also trained to help **You** with practical problems like debt.

Simply telephone **0344 770 1036** and quote “**Geo Underwriting – Family Legal Expenses**”.

Health and Medical Information service

This telephone service provides information on general health issues, and non-diagnostic information on medical matters. Information can be given on a wide variety of topics and on resources that provide further support.

This helpline is open 24 hours a day, seven days a week.

Simply telephone **0344 770 1036** and quote “**Geo Underwriting – Family Legal Expenses**”.

Legal Document Service

Create **Your** own legal documents to assist in a range of potential disputes or legal situations that **You** may encounter.

<https://legal-docs.arclegal.co.uk>

Please use the access code detailed below. If **You** have not accessed the Legal Document Service before, please ensure **You** register as a new user.

Access Code: GEO-DOCS

Terms of Cover

This Section of the insurance is managed and provided by Arc Legal Assistance Limited. It is underwritten by AmTrust Europe Limited, on whose behalf **We** act and is to be read as a self-contained separate policy from the terms and conditions of the main policy (Sections 1-5)

If a claim is accepted under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives' 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 **Us** are limited to no more than (a) **Our Standard Advisers' Costs**; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs Regime, whichever is the lower amount.

The insurance covers **Costs** as detailed under the separate sections of cover, less any **Excess** up to the **Maximum Amount Payable** where:-

- a) The **Insured Event** takes place in the **Period of Insurance** and within the **Territorial Limits** and
- b) The **Legal Action** takes place within 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 **Insurer** 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 a 51% or greater 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 a 51% or greater chance of success, then **We** 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.

Freedom of Choice

Only at the point it may be necessary to start court proceedings do **You** have the right to choose an **Adviser** of **Your** own choice to act for **You**. Should **You** choose to do so, **We** will only pay **Standard Advisers' Costs** up to the amount specified in the **Maximum Amount Payable** definition and may, at **Our** discretion, vary from time to time.

It is important that if **You** decide to choose **Your** own **Adviser** that **You** ensure they are suitably experienced and competent to act on **Your** behalf, **We** will not be able to provide any advice or guidance in relation to choosing a non-panel **Adviser**.

Definitions

Where the following words appear in **bold**, within this Section, they have these special meanings

Adviser

Our specialist panel solicitors or accountants or their agents appointed by **Us** to act for **You**, or, and subject to **Our** agreement, where it is necessary to start court proceedings or a **Conflict of Interest** arises, another legal representative nominated by **You**.

Advisers' Costs

Legal or accountancy fees and disbursements incurred by the **Adviser**.

Adverse Costs

Third party legal costs awarded against **You** which shall be paid on the standard basis of assessment provided that these costs arise after written acceptance of a claim.

Conditional Fee Agreement

An agreement between **You** and the **Adviser** or between **Us** and the **Adviser** which sets out the terms under which the **Adviser** will charge **You** or **Us** for their own fees.

Conflict of Interest

Situations where **We** administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.

Contract of Employment

A contract of service, whether express or implied, and (if it is express) whether oral or in writing.

Costs

Standard Advisers' Costs and **Adverse Costs**.

Daily Rate

An amount equal to 1/250th of either of the following:

- a) If **You** are employed, the average of the amounts shown on **Your** payslips from **Your** employer during the last 12 months (excluding bonus payments and overtime); or
- b) If **You** are self-employed, the monthly average of the income **You** declared to HM Revenue & Customs for the previous tax year.

Data Controller

The party which determines the purpose for, and the manner in, which personal data are, or are to be, processed.

Data Protection Legislation

The relevant **Data Protection Legislation** in force within the **Territorial Limits** where this cover applies at the time of the **Insured Event**.

Family Legal Protection - continued

Disclosure Breach

Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.

Employee

An individual who has entered into or works under (or, where the employment has ceased, worked under) a **Contract of Employment**.

Excess

The amount that **You** must pay towards the cost of any claim as stated below:-

Property Infringement section: £250

All other sections £Nil

The **Excess** shall be paid to and at the request of the **Adviser**.

HM Revenue and Customs Full Enquiry

An extensive examination by HM Revenue & Customs under Section 9A of the Taxes Management Act 1970 into all aspects of **Your** PAYE income or gains.

Identity Fraud

A person or group of persons knowingly using a means of identification belonging to **You** without **Your** knowledge or permission with intent to commit or assist another to commit an illegal act.

Insured Event

The incident or the start of a transaction or series of incidents which may lead to a claim or claims being made under the terms of this insurance.

Identity Fraud

In a claim arising from **Identity Fraud** the **Insured Event** is a single act or the start of a series of single acts against **You** by one person or group of people.

Tax

In accountancy matters the **Insured Event** arises on the date that **You** or **Your Adviser** are contacted either verbally or in writing, by the relevant department of **HM Revenue & Customs** advising **You** of either dissatisfaction with **Your** returns, or amounts paid, or notice of intention to investigate.

Jury Service & Court Attendance

In a claim arising from jury service or court attendance, the **Insured Event** arises at the end of the period of jury service or court attendance, at which point **You** can submit a claim.

For the purposes of the **Maximum Amount Payable**, only one **Insured Event** will be regarded as having arisen from all causes or by actions, incidents or events which are related by cause or time.

Family Legal Protection - continued

Insurer

AmTrust Europe Limited.

Legal Action(s)

- a) The pursuit or defence of civil legal cases for damages and/or injunctions, specific performance or;
- b) The defence of criminal prosecutions to do with **Your** employment.

Legal Helpline

The service provided by **Our** panel solicitors on **Our** behalf which enables **You** to obtain advice on any matter which may give rise to a claim under this insurance.

Maximum Amount Payable

We will pay up to £100 per hour plus VAT up to the maximum payable in respect of an **Insured Event**, which is **£50,000**.

Period of Insurance

The **Period of Insurance** declared to and accepted by **Us**, which runs concurrently with the period of the underlying insurance policy to which this legal expenses insurance attaches. For the avoidance of doubt, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn.

Standard Advisers' Costs

The level of **Advisers' Costs** that would normally be incurred in using a specialist panel solicitor or their agents as defined in the **Maximum Amount Payable** and may, at **Our** discretion, vary from time to time.

Territorial Limits

Consumer Pursuit, Consumer Defence and Personal Injury sections: The United Kingdom, the European Union, the Channel Islands and the Isle of Man.

All other sections: The United Kingdom, the Channel Islands and the Isle of Man.

We/Us/Our

Arc Legal Assistance Limited.

You/Your /Yourself

Any person who has paid the premium, or on whose behalf the premium has been paid and been declared to **Us** by **Your** insurance adviser and is permanently resident at the property covered under the household insurance to which this cover attaches. Cover also applies to **Your** family members' 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 or out of **Your** death.

CONSUMER PURSUIT

What is insured	What is not insured
<p>Costs to pursue a Legal Action following a breach of a contract You have for buying or renting goods or services for Your private use. The contract must have been made after You first purchased this insurance unless You have held this or equivalent cover with Us or another insurer continuously from or before the date on which the agreement was made.</p>	<p>Claims</p> <ul style="list-style-type: none">a) Where the amount in dispute is below £250 plus VATb) Where the breach of contract occurred before You purchased this insurancec) For and/or in any way related to professional negligenced) Involving a vehicle owned by You or which You are legally responsible fore) Arising from a dispute with any government, public or local authorityf) Arising from the purchase or sale of Your main homeg) Relating to a lease tenancy or licence to use property or landh) 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 settledi) Relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to Youj) Directly or indirectly arising from planning lawk) Directly or indirectly arising from constructing buildings or altering their structure for Your use, except in relation to disputes where the amount in dispute is below £5000 inc. VAT

CONSUMER DEFENCE

What is insured	What is not insured
<p>Costs to defend a Legal Action brought against You following a breach of a contract You have for selling Your own personal goods. The contract must have been made after You first purchased this insurance unless You have held this or equivalent cover with Us or another insurer continuously from or before the date on which the agreement was made.</p>	<p>Claims</p> <ul style="list-style-type: none"> a) Where the amount in dispute is below £250 plus VAT b) Where the breach of contract occurred before You purchased this insurance c) Involving a vehicle owned by You or which You are legally responsible for d) Arising from a dispute with any government, public or local authority e) Arising from the sale or purchase of Your main home f) Relating to a lease tenancy or licence to use property or land

PERSONAL INJURY

What is insured	What is not insured
<p>Costs to pursue a Legal Action following an accident resulting in Your personal injury or death against the person or organisation directly responsible.</p> <p>If the Legal Action is going to be decided by a court in England or Wales and the damages You are claiming are above the small claims track limit, the Adviser must enter into a Conditional Fee Agreement which waives their own fees if You fail to recover the damages that You are claiming in the Legal Action in full or in part. If the damages You are claiming are below the small claims track limit Advisers' Costs will not be covered but You can access the Legal Helpline for advice on how to take Your case further.</p>	<p>Claims</p> <ul style="list-style-type: none"> a) Arising from medical or clinical treatment, advice, assistance or care b) For stress, psychological or emotional injury unless it arises from You suffering physical injury c) For illness, personal injury or death caused gradually and not caused by a specific sudden event d) Involving a vehicle owned or driven by You

CLINICAL NEGLIGENCE

What is insured	What is not insured
<p>Costs to pursue a Legal Action for damages following clinical negligence resulting in Your personal injury or death against the person or organisation directly responsible.</p> <p>If the Legal Action is going to be decided by a court in England or Wales and the damages You are claiming are above the small claims track limit, the Adviser must enter into a Conditional Fee Agreement which waives their own fees if You fail to recover the damages that You are claiming in the Legal Action in full or in part. If the damages You are claiming are below the small claims track limit Advisers' Costs will not be covered but You can access the Legal Helpline for advice on how to take Your case further.</p>	<p>Claims for stress, psychological or emotional injury unless it arises from You suffering physical injury</p>

EMPLOYMENT DISPUTES

What is insured	What is not insured
<p>Standard Advisers' Costs to pursue a Legal Action brought before an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) against an employer or ex-employer for breach as an Employee of Your:-</p> <ul style="list-style-type: none">a) Contract of Employment; orb) legal rights under employment laws.	<p>Claims</p> <ul style="list-style-type: none">a) Where the breach 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 first occurredb) 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 agreementd) Where the breach is alleged to have commenced or to have continued after termination of Your employmente) For an allegation of less favourable treatment between men and women in terms of pay and conditions of employment.

PROPERTY INFRINGEMENT

What is insured	What is not insured
<p>Costs to pursue a Legal Action for nuisance or trespass against the person or organisation infringing Your legal rights in relation to Your main home</p>	<p>Claims</p> <ul style="list-style-type: none">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 Us or another insurer continuously for a period of at least 180 days leading up to when the nuisance or trespass first startedb) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authorityc) For adverse possessiond) In respect of a contract You have entered intoe) Directly or indirectly arising from planning lawf) Directly or indirectly arising from constructing buildings or altering their structure for Your useg) Directly or indirectly arising from:<ul style="list-style-type: none">i) Subsidence meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the buildingii) Heave meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the groundiii) Land slip meaning downward movement of sloping groundiv) Mining or quarrying

PROPERTY DAMAGE

What is insured	What is not insured
<p>Costs to pursue a Legal Action for damages against a person or organisation that causes physical damage to Your main home. The damage must have been caused after You first purchased this insurance.</p>	<p>Claims</p> <ul style="list-style-type: none">a) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authorityb) In respect of a contract You have entered intoc) Directly or indirectly arising from planning lawd) Directly or indirectly arising from constructing buildings or altering their structure for Your usee) Directly or indirectly arising from:<ul style="list-style-type: none">i) Subsidence meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the buildingii) Heave meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the groundiii) Land slip meaning downward movement of sloping groundiv) Mining or quarrying

PROPERTY SALE AND PURCHASE

What is insured	What is not insured
<p>Costs to pursue or defend a Legal Action arising from a breach of contract for the sale or purchase of Your main home.</p>	<p>Claims</p> <ul style="list-style-type: none"> a) Where You have purchased this insurance after the date You completed the sale or purchase of Your main home b) For and/or in any way related to professional negligence c) Where the amount in dispute is below £250 plus VAT d) Directly or indirectly arising from planning law e) Directly or indirectly arising from constructing buildings or altering their structure for Your use

TAX

What is insured	What is not insured
<p>Standard Adviser's Costs incurred by an Accountant if You are subject to an HM Revenue and Customs Full Enquiry into Your personal Income Tax position.</p> <p>This cover applies only if You have:-</p> <ul style="list-style-type: none"> a) Maintained proper, complete, truthful and up to date records b) Made all returns at the due time without having to pay any penalty c) Provided all information that HM Revenue and Customs reasonably requires 	<p>Claims</p> <ul style="list-style-type: none"> a) Where: <ul style="list-style-type: none"> i) Deliberate misstatements or omissions have been made, to the authorities ii) Income has been under-declared because of false representations or statements by You iii) You are subject to an allegation of fraud b) For Standard Adviser's Costs for any amendment after the tax return has initially been submitted to HM Revenue and Customs c) For enquiries into aspects of Your Tax Return (Aspect Enquiries)

PERSONAL IDENTITY FRAUD

What is insured	What is not insured
<p>Costs arising from Identity Fraud:-</p> <ul style="list-style-type: none">a) To defend Your legal rights and/or take steps to remove County Court Judgments against You that have been obtained by an organisation from which You are alleged to have purchased, hired or leased goods or services. Cover is only available if You deny having entered in to the contract and allege that You have been the victim of Identity Fraudb) To deal with all organisations that have been fraudulently applied to for credit, goods or services in Your name or which are seeking monies or have sought monies from You as a result of Identity Fraudc) In order to liaise with credit referencing agencies and all other relevant organisations on Your behalf to advise that You have been the victim of Identity Fraud	<p>Claims</p> <ul style="list-style-type: none">a) Where You have not been the victim of Identity Fraudb) Where You did not take action to prevent Yourself from further instances of Identity Fraud following an Insured Eventc) Where the Identity Fraud has been carried out by somebody living with Youd) For Costs arising from loss of cash from a bank, building society, credit union or other similar financial institution where that institution has refused to cover the loss <p>You must agree to be added to the CIFAS Protection Register if We recommend it.</p>

LEGAL DEFENCE

What is insured	What is not insured
<p>a) Costs in a Legal Action to defend Your legal rights in the following circumstances arising out of Your work as an Employee:-</p> <ul style="list-style-type: none"> i) Prior to being charged when dealing with the police or Health & Safety Executive or others with the power to prosecute ii) In a prosecution brought against You in a court of criminal jurisdiction iii) In a civil action brought against You as a Data Controller for compensation under Data Protection Legislation iv) In civil proceedings brought against You under legislation for unlawful discrimination <p>b) Costs in a Legal Action to defend Your legal rights arising out of a formal investigation or disciplinary hearing brought against You by any trade association or professional or regulatory body</p>	<p>Claims</p> <ul style="list-style-type: none"> a) For alleged road traffic offences where You did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving whilst under the influence of alcohol or non - prescribed drugs, or prescription medication where You have been advised by a medical professional not to drive. b) For Costs where You are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy c) For parking offences which cannot lead to penalty points on Your licence d) Following an allegation of violence or dishonesty e) For Standard Advisers' Costs incurred in excess of any costs You are able to recover under s Defendants Costs Order.

JURY SERVICE & COURT ATTENDANCE

What is insured	What is not insured
<p>We will pay a Daily Rate for the duration You are off work while attending jury service or court for each whole day of such attendance providing these costs are not recoverable from Your employer or the court.</p> <p>We will pay 50% of the Daily Rate for each additional half day You are off work while attending jury service or attending court, providing these costs are not recoverable from Your employer or the court.</p>	

SCHOOL ADMISSION DISPUTES

What is insured	What is not insured
<p>Standard Advisers' Costs to appeal against the decision of a Local Education Authority (LEA) arising out of the LEA's failure to conform to its published admission policy, which leads to Your child or children being refused entry at the state school of Your choice.</p>	<p>Claims</p> <ul style="list-style-type: none">a) Arising where examinations or other selection criteria are part of the acceptance processb) Where the process for appealing against the decision to refuse a place at the school has not been adhered toc) Where the child has been suspended, expelled or permanently excluded from another school

SOCIAL MEDIA DEFAMATION

What is insured	What is not insured
<p>Following defamatory comments made about You through a social media website, Standard Advisers' Costs to write one letter to the provider of the Social Media website requesting that the comments are removed. Where the authors' identity of the defamatory comments is known, You are also covered for Standard Advisers' Costs to write one letter to the author requesting that the comments are removed from the social media website.</p>	<p>Claims where You are not aged 18 years or over.</p>

GENERAL EXCLUSIONS (applicable to the whole of Section 6 - Family Legal Protection)

1. 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 **We** have given **Our** prior written approval
- d) **Your** insurers repudiate the insurance policy or refuse indemnity

2. 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 adviser, the **Insurer**, the **Adviser** or **Us**
- c) Any claim **You** make which is false or fraudulent or exaggerated
- d) Defending **Legal Actions** arising from anything **You** did deliberately or recklessly
- e) **Costs** if **Your** claim is part of group claim or will be affected by or will affect the outcome of other claims

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

- 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

4. Contracts (Rights of Third Parties) Act 1999

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

GENERAL CONDITIONS (applicable to the whole of Section 6 - Family Legal Protection)

1. Claims

- a) **You** must notify claims as soon as possible once **You** become aware of the incident and within no more than 180 days of **You** becoming aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, **Our** position has been prejudiced. For claims relating to **Identity Fraud**, these must be reported within 45 days of **You** becoming aware of the incident.
- b) **We** may investigate the claim and take over and conduct the legal proceedings in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a settlement of the legal proceedings.
 - i.) **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. Where it is necessary to start court proceedings or a **Conflict of Interest** arises, and **You** wish to nominate a legal representative to act for **You**, **You** may do so. Where **You** have elected to use a legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**. The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment which are available on request.
- c) The **Adviser** will:-
 - i) Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained.
 - ii) Keep **Us** fully advised of all developments and provide such information as **We** may require.
 - iii) Keep **Us** advised of **Advisers' Costs** incurred.
 - iv) Advise **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are not accepted cover under this insurance shall be withdrawn unless **We** agree in **Our** absolute discretion to allow the case to proceed.
 - v) Submit bills for assessment or certification by the appropriate body if requested by **Us**.
 - vi) Attempt recovery of costs from third parties.
- d) In the event of a dispute arising as to **Advisers' Costs** **We** may require **You** to change **Adviser**.
- e) The **Insurer** shall only be liable for **Advisers' Costs** for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- f) **You** shall supply all information requested by the **Adviser** and **Us**.
- g) **You** are responsible for all legal costs and expenses including **Adverse Costs** if **You** withdraw from the legal proceedings without **Our** prior consent. Any legal costs and expenses already paid under this insurance will be reimbursed by **You**.
- h) **You** must instruct the **Adviser** to provide **Us** with all information that **We** ask for and report to **Us** as **We** direct at their own cost.

2. Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a 51% or greater chance of winning the case and achieving a positive outcome. If so, **We** 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

3. Proportionality

We will only pay **Advisers' Costs** that are proportionate to the amount of damages that **You** are claiming in the **Legal Action**. **Advisers' Costs** in excess of the amount of damages that **You** are able to claim from **Your** opponent will not be covered.

4. Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between **You** and **Us** 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.

5. Disclosure

If **You** fail to disclose relevant information or **You** disclose false information in relation to this policy, **We**, or the broker, may:

- a) Cancel the contract and keep the premiums if the **Disclosure Breach** is deliberate or reckless
- b) Cancel the contract but return the premiums proportionately if this contract would not have been entered into had the **Disclosure Breach** been known
- c) Amend the terms of the contract accordingly if the contract would have been entered into on different terms had the **Disclosure Breach** been known
- d) Proportionately reduce the amount **You** are entitled to in the event of a successful claim if a higher premium would have been charged had the **Disclosure Breach** been known.

6. Fraud

In the event of fraud, **We**:

- 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 **Us**
- d) Will no longer be liable to **You** in any regard after the fraudulent act.

7. 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, **We** will only pay **Our** share of the claim even if the other insurer refuses the claim.

8. Cancellation

You may cancel this insurance at any time by writing to **Your** insurance adviser providing 14 days written notice. If **You** exercise this right within 14 days of taking out this insurance, **You** will receive a refund of premium provided **You** have not already made a claim against the insurance.

We may cancel the insurance by giving 14 days' notice in writing to **You** at the address shown on the schedule, or alternative address provided by **You**. No refund of premium shall be made.

We will only invoke this right in exceptional circumstances as a result of **You** behaving inappropriately, for example:

- a) Where **We** have a reasonable suspicion of fraud
- b) **You** use threatening or abusive behaviour or language or intimidation or bullying of **Our** staff or suppliers
- c) Where it is found that **You**, deliberately or recklessly, disclosed false information or failed to disclose important information.

9. English Law and Language

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

10. Change in Law

Cover under this policy is based on laws and regulations in force at the time that it was written. If **We** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **We** 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.

CUSTOMER SERVICES INFORMATION

HOW 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 Helpline**.

Specialist lawyers are at hand to help **You**. If **You** need a lawyer or accountant to act for **You** and **Your** problem is covered under this insurance, the helpline will ask **You** to complete and submit a claim form online by visiting <https://claims.arclegal.co.uk>. Alternatively they will send a claim form to **You**. If **Your** problem is not covered under this insurance, the helpline may be able to offer **You** assistance under a private funding arrangement.

In general terms, **You** are required to immediately notify **Us** 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 Helpline**.

Privacy and Data Protection Notice

1. Data Protection

Arc Legal Assistance are committed to protecting and respecting **Your** privacy in accordance with the current **Data Protection Legislation** ("Legislation"). Below is a summary of the main ways in which **We** process **Your** personal data, for more information please visit www.arclegal.co.uk

2. How We Use Your Personal Data and Who We Share it With

We may use the personal data **We** hold about **You** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. **We** will also use **Your** data to safeguard against fraud and money laundering and to meet **Our** general legal or regulatory obligations.

3. Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **Us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **Us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **Our** Privacy Statement, which is available to view on the website address detailed above.

4. Disclosure of Your Personal Data

We may disclose **Your** personal data to third parties involved in providing products or services to **Us**, or to service providers who perform services on **Our** behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

5. Your Rights

You have the right to ask **Us** not to process **Your** data for marketing purposes, to see a copy of the personal information **We** hold about **You**, to have **Your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **Us** to provide a copy of **Your** data to any controller and to lodge a complaint with the local data protection authority.

6. Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with **Our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or our business relationship with **You**, unless **We** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **You** have any questions concerning **Our** use of **Your** personal data, please contact **The Data Protection Officer, please see website for full address details.**

Customer Service

Our aim is to get it right, first time, every time. If **We** make a mistake, **We** will try to put it right straightaway.

If **You** are unhappy with the service 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 has not been resolved plus an indication of when **You** will receive a final response. 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 **You** will receive a final response. After eight weeks, if **You** are unhappy 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
Email: customerservice@arclegal.co.uk

The Financial Ombudsman Service contact details are:-

Financial Ombudsman Service
Exchange Tower
London
E14 9SR
Tel: 08000 234 567
Email: complaint.info@financial-ombudsman.org.uk

Family Legal Protection - continued

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.

Section 7 - Emergency Home Assistance

Your Schedule tells **You** if this Section is in force.

You have selected a **home** emergency policy that will provide assistance to you in your **home**. **We** will respond with expert help if you suffer and emergency arising from an incident covered under this policy and send a **contractor** out who will take action to resolve the emergency.

This home emergency policy is provided by Arc Legal Assistance Limited, and the insurer is AmTrust Europe Limited. Claims under this policy are handled by Legal Insurance Management Limited.

The purpose of this insurance

This insurance policy is designed to work alongside your household buildings or contents insurance policy, and is to be read as a self-contained separate policy from the terms and conditions of the main policy (Sections 1-5)

Whilst **we** are happy to assist you in an emergency by sourcing a **contractor**, **we** aren't able to provide you with help relating to day-to-day maintenance of your **home** and its contents.

How to make a claim

Major emergencies which could result in loss of life or serious damage to the **home** should be immediately advised to the supply company and/or public emergency services.

Gas leaks must be immediately notified to the National Gas Emergency Service on 0800 111 999.

Please look at **your** insurance policy and **schedule** to check **your** level of cover and have **your** policy number and intermediaries name to hand. This policy is designed to assist **you** during an emergency. It will not cover situations that are not notified to **us** within **48 hours** of the incident.

Call **our** helpline on 0333 234 3516 and quote "**Geo Underwriting Home Emergency Insurance**" Our helpline is open 24/7, 365 days a year.

We will ask **you** some questions to check **your** identity and the details of **your** emergency. **We** will talk **you** through **your** cover and let **you** know what **we** will do next.

Home Emergency - continued

Some Important Information

If **we** accept your claim, the claims helpline will source a suitable **contractor** to attend your **home** and endeavour to resolve the emergency. This is subject to there being no circumstances that would prevent access or otherwise prevent the provision of **emergency repairs**, such as adverse weather conditions, industrial disputes, and/or failure of the public transport system.

The claims helpline service and tradesperson will use their discretion as to when and how the **emergency repairs** are undertaken.

The **contractor** will invoice the cost of all work covered by the insurance to **us**. **You** will be asked to pay the cost of;

- a. Call-out charges if there is no authorised adult available at the **home** at the time **our contractor** arrives to carry out the work.
- b. All charges in excess of the claims limits or any work excluded by this insurance – **you** will be informed of this before any work is undertaken.
- c. Any additional costs incurred at **your** request in fitting replacement parts or components of a superior specification to the original.

There may be times when replacement parts are unavailable, delayed or are no longer available because of circumstances beyond **our** control. In the event of this occurring **we** will ensure that **your home** is safe.

In the event you engage the services of a **contractor** prior to making contact with the Claims Helpline Service any costs incurred by you will not be covered by this insurance.

Your claim will not be considered an emergency unless it is reported within 48 hours of discovery.

What you need to know

Confirming Policy Details...Helping Us Help You

In some situations **we** may not be able to assess **your** claim or confirm **your** policy is operative from the information and details provided by you. It may therefore be necessary for **our contractor** to attend **your home**, assess the situation and provide **us** with a report. In these circumstances you will be asked to leave either credit or debit card details which may be debited in the event that the cost of the call-out and any subsequent repairs are not covered by this insurance. This will help **us** respond to **your** emergency without unnecessary delay, and provides you with an option to receive emergency assistance at **your home** should cover be excluded under **your** policy.

Household Buildings and Contents

This insurance policy is designed to offer 24 hour assistance if **you** suffer a **home** emergency. It complements but does not replace either **your** household buildings or contents insurance policy, and there may be times where this is the more appropriate route for cover. If the situation is not an emergency as defined in the policy wording, **you** should contact **your** buildings or contents insurance provider for claims assistance.

How Your Cover Works

This policy covers **temporary repairs**, or a permanent repair where this can be done at a similar cost or where no **temporary repair** is available. If **our contractor** advises there is no temporary, permanent or economical repair available, then cover will cease under this insurance.

For cover to apply under this policy, the situation that arises must fall within the definition of an emergency under each section of cover in the policy.

Maintenance of Your Home

It is a requirement of this policy that **you** maintain **your home**, including fixtures and fittings. This includes boilers which should be maintained in accordance with the manufacturer's recommendations.

Trace and Access

There may be times when **our contractor** has to carry out trace and access in order to locate the emergency. This may involve removing and/or damaging parts of the **home**, fixtures and fittings to enable the **contractor** to find the source of the issue. In these circumstances, **we** will not be responsible for any damage caused where this has been deemed as necessary by **our contractor** in order to complete a **temporary repair** (or a permanent repair where this can be done at a similar cost).

Home Emergency - continued

Working Together

To enable **us** to provide the best possible claims service to **you**, **we** shall require **your** full co-operation at all times. This may, at **your** own expense, include providing any evidence, documents or receipts as requested by **us** or **our** representative.

If **your home** emergency claim is accepted, **we** ask that you allow access for the **contractor** to attend **your home** within 24 hours of the claim being reported to **us**. If you delay and/or prevent the **contractor** from attending within 24 hours **we** may withdraw cover.

There may be times where **our contractor** has to order parts that are not readily available.

Other Similar Insurance

If you claim under this policy for something which is also covered by another insurance policy, you must provide **us** with full details of the other insurance policy. **We** will only pay **our** share of any claim.

Definitions - Important and defined words

The words or expressions detailed below have the following meaning wherever they appear in this policy. They will be emboldened throughout for **your** reference.

Claim limit(s)

Sections 1 – 6: A maximum of £500 including VAT per claim.

Section 7: A maximum of £100 including VAT per person, up to £250 including VAT per claim.

Contractor

A tradesperson authorised and instructed by the Claims Helpline Service to undertake **emergency repairs**.

Emergency repairs

Work undertaken by an authorised **contractor** to resolve the emergency by completing a **temporary repair**. **We** will only complete a permanent repair where this can be done at a similar cost, or where there is no **temporary repair** available, up to the **claim limit** specified in this policy.

Home

Your principal permanent place of residence in the United Kingdom, Channel Islands and Isle of Man which comprises of a private dwelling used for domestic purposes excluding garages, gardens, outbuildings and swimming pools.

Insured Person, You, Your

The person who has paid the premium and is named on the **schedule** as the **insured person**.

Insurer

AmTrust Europe Limited

Intermediary

The regulated entity appointed to transact this insurance with **you**.

Period of Insurance

The commencement and expiry dates shown on the **schedule**.

Primary Heating System

The principal central heating and hot water systems excluding any form of renewable energy systems and non-domestic central heating boiler or source.

Schedule

The document which shows details of **you** and this insurance and forms part of this policy.

Temporary Repair, Temporary Resolution

A repair or resolution which will resolve an emergency and is predicted to last at least 72 hours. A **temporary repair** or resolution will need to be replaced by a permanent repair.

Home Emergency - continued

Terrorism

The use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.

Uneconomical

1. Where in our opinion, it would not be worth completing a repair based on the subsequent work require or life expectancy of the appliance/equipment; or
2. Where the cost of the emergency repair (including parts and labour) is greater than 75% of the cost of replacing the item as new.

We, Us, Our

Legal Insurance Management Ltd, who provide the services described in this policy on behalf of Arc Legal Assistance Ltd; who administer this product on behalf of the underwriter AmTrust Europe Limited.

What you are covered for

This policy provides the cover described in each section below as a result of an insured event occurring at **your home**.

When **you** purchased this policy, **you** chose which sections of cover **you** wanted to include. Please refer to **your schedule** to confirm which level of cover **you** have purchased, and which heads of cover are applicable.

SECTION 1 – PLUMBING & DRAINAGE

What is Covered?	What is Excluded?
<p>Emergency repairs following damage to or failure of the plumbing and drainage system which:</p> <ul style="list-style-type: none">a) Means that internal flood or water damage is a likely consequence;b) Means that you do not have access to a useable toilet within your home; orc) Causes blocked external drains that are solely your responsibility and within the boundary of the home, where this can be resolved by jetting or rodding.	<ol style="list-style-type: none">1. The replacement of water tanks, cylinders, central heating radiators, toilets, taps and external pipes.2. Cracked sanitaryware, including but not limited to cisterns, toilet bowls, sinks and baths.3. Blocked toilets and/or drains where this has been caused as a consequence of misuse or the internal workings of the flush.4. Saniflo systems or other macerator-based systems.5. Descaling and any work arising from hard water scale deposits.6. The repair of domestic and/or leisure equipment that is leaking water, other than from external fixed pipework.7. Where there is a leak from a shower, bath or sink when in use and there is another means of equivalent bathing or washing at the home.8. Where the leak can be contained providing you with enough time to arrange a repair privately.

SECTION 2 – INTERNAL ELECTRICITY

What is Covered?	What is Excluded?
<p>Emergency repairs following the electricity failure of at least one complete circuit which cannot be resolved by carefully resetting the fusebox and would not be more appropriately resolved by the regional network supplier.</p> <p>Please note, during claims assessment you may be asked to unplug all appliances and reset the circuit to rule out an appliance issue.</p>	<ol style="list-style-type: none">1. External lighting including security, garages and outbuildings and the replacement or adjustment of any light bulbs.2. Electricity supply to burglar/fire alarm systems, CCTV surveillance, or to swimming pools, the plumbing and filtration systems for swimming pools and any leisure equipment.3. Renewable energy systems.4. Where an appliance has caused a circuit to fail or trip.

SECTION 3 – WATER SUPPLY

What is Covered?	What is Excluded?
<p>Emergency repairs following a complete loss of the water supply to the kitchen or the bathroom where no other water supply is available for bathing</p>	<ol style="list-style-type: none">1. The interruption or disconnection of public services to the home however caused, or the failure, breakdown or interruption of the mains water supply system.2. Where you have access to a water supply in another bathroom.3. Descaling and any work arising from hard water scale deposits.

SECTION 4 – SECURITY

What is Covered?	What is Excluded?
<p>Emergency repairs following damage or failure of the following items which would render the main living area of the home insecure and easily accessible to intruders:</p> <ul style="list-style-type: none">a. External lock.b. External window.c. External door.	<ol style="list-style-type: none">1. Internal locks, window locks, glass, external garages or outbuildings.2. Any damage caused by the contractor in gaining access to the home.3. Doors subject to swelling.4. Porch doors where there is another lockable door which prevents access to the main living areas of the home.

SECTION 5 – ACCESS TO HOME

What is Covered?	What is Excluded?
<p>Emergency repairs following the loss of the only available key to the home which cannot be replaced, and normal access cannot be obtained. Our contractor will gain access to the home and ensure it is left secure.</p>	<ol style="list-style-type: none">1. Any damage caused by the contractor in gaining access to the home.

SECTION 6 – PRIMARY HEATING SYSTEM

What is Covered?	What is Excluded?
<p>Emergency repairs following the complete breakdown of the primary heating system which:</p> <ul style="list-style-type: none">a. Results in the complete loss of heating and/or;b. Results in the complete loss of hot water.	<ol style="list-style-type: none">1. Boilers that are over 15 years old or over 238,000 btu net input (70 Kilowatt).2. Lighting of boilers, the correct operation, routine adjustment of time, temperature controls or the replacement of batteries.3. Any form of renewable energy systems.4. Powerflushing or descaling.5. The replacement of water tanks, cylinders and central heating radiators.6. Where there is another hot water source available for bathing, including but not limited to an immersion heater or electric shower.7. Intermittent faults where this cannot be identified at the time of the contractor's attendance.8. Lack of maintenance or neglect by you (you may be asked to reserve funds if your boiler has not been serviced in line with the manufacturer's instructions).9. Where a boiler can be operated manually to resolve the loss of hot water and/or heating.

SECTION 7 – OVERNIGHT ACCOMMODATION

What is Covered?	What is Excluded?
<p>Overnight accommodation only where it has not been possible to resolve the emergency following an accepted claim for emergency repairs by a contractor under another section of the policy and the home is rendered uninhabitable in the opinion of the Claims Helpline Service.</p>	<ol style="list-style-type: none">1. The cost of any food and drink you have purchased.2. The cost of any parking incurred.3. The cost of travel.4. The cost of entertainment.

General Exclusions

We shall not be liable for costs arising from or in connection with:

1. Circumstances known to **you** prior to the commencement date of this insurance.
2. Any system and/or equipment, including boilers and facilities, which have not been properly installed or maintained in accordance with the manufacturer's instructions.
3. Any claims arising from or relating to appliances.
4. Any system, which has been incorrectly used or modified, or has been tampered with.
5. General wear and tear.
6. Failure or damage caused by faulty or defective design of pipework, including but not limited to delamination found in pitch fibre pipe construction.
7. Any claim where an engineer has previously identified that remedial or maintenance work is required to prevent a future breakdown and the recommend work has not been completed.
8. Any system which is faulty or inadequate as a result of any inherent or recurring manufacture or design defect.
9. Replacement or adjustment to any decorative or cosmetic part of any equipment.
10. Garages, out-buildings, leisure equipment, cesspits, septic tanks, swimming pools or fuel tanks.
11. Wilful act or omission, lack of maintenance or neglect by **you**.
12. Claims in the 7 days immediately following **your** first occupation of the **home** or claims in the 7 days immediately following **your** reoccupation of the **home** where the **home** has been left unoccupied for 30 consecutive days or more.
13. Materials or labour charges covered by manufacturers, suppliers or installers guarantee or warranty.
14. Any other costs or damage that are directly or indirectly caused by the event that led to **your** claim, unless specifically stated in the policy.
15. Claims arising within the first 48 hours from the date of commencement of this insurance unless **you** held equivalent insurance immediately prior to the commencement of this policy.
16. Any costs that would be more appropriately recovered under any other insurance.
17. Circumstances which are not sudden or unforeseen.
18. Circumstances where **we** have gone beyond **your** insurance policy's **claim limit** or policy cover.
19. Claims where **our contractor** has advised there is no **emergency repair** available.

Home Emergency - continued

20. Any direct or indirect liability, loss or damage caused:
- a) to equipment because it fails correctly to recognise data representing a date in a way that it does not work properly or at all; or
 - b) by computer viruses.
21. Any claim or expense of any kind caused directly or indirectly by:
- a) ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel; or
 - b) the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.
22. Any loss or damage caused by any sort of war, invasion or revolution.
23. Any loss or damage caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound.
24. Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of **terrorism**.

General Conditions

Consumer Insurance Act

You are required by the provisions of the Consumer Insurance (Disclosure and Representations) Act 2012 to take care to:

- a) supply accurate and complete answers to all the questions **we** or the administrator may ask as part of **your** application for cover under the policy;
- b) to make sure that all information supplied as part of **your** application for cover is true and correct;
- c) tell **us** of any changes to the answers **you** have given as soon as possible.

You must take reasonable care to provide complete and accurate answers to the questions **we** ask when **you** take out, make changes to and renew **your** policy. If any information **you** provide is not complete and accurate, this may mean **your** policy is invalid and that it does not operate in the event of a claim or **we** may not pay any claim in full.

Claims

To ensure an accurate record **your** telephone conversation may be recorded.

All requests for assistance must be made to the Claims Helpline Service and not to the **contractors** direct otherwise the work will not be covered.

Provided that the **emergency repairs** is not precluded by adverse weather conditions, industrial disputes (official or otherwise), failure of the public transport system, including the road and railway network and repairs thereto, and any other circumstances preventing access to the **home** or otherwise making the provision of the **emergency repairs** impossible.

There may be times when replacement parts are unavailable, delayed or are no longer available because of circumstances beyond **our** control. In the event of this occurring **we** will ensure that **your home** is safe and if required the **contractor** will provide **you** with a quotation for a suitable repair.

Please note that if **you** should engage the services of a **contractor** prior to making contact with the Claims Helpline Service any costs that **you** incur are not covered by this insurance.

Major emergencies which could result in serious damage or damage to life or limb should be immediately advised to the supply company and/or the public emergency services. Gas leaks must be immediately notified to the local gas company.

Observance

Our liability to make any payment under this policy will be conditional on **you** complying with the terms and conditions of this insurance.

Recovery of Costs

We may take proceedings at **our** own expense in **your** name to recover any sums paid under this insurance.

Fraudulent or Exaggerated Claims

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

- fails to reveal or hides a fact likely to influence whether **we** accept **your** proposal, **your** renewal, or any adjustment to **your** policy;
- fails to reveal or hides a fact likely to influence the cover **we** provide;
- makes a statement to **us** or anyone acting on **our** behalf, knowing the statement to be false;
- sends **us** or anyone acting on **our** behalf a document, knowing the document to be forged or false;
- makes a claim under the policy, knowing the claim to be false or fraudulent in any way; or
- makes a claim for any loss or damage **you** caused deliberately or with **your** knowledge.

If **your** claim is in any way dishonest or exaggerated, **we** will not pay any benefit under this policy or return any premium to **you** and **we** may cancel **your** policy immediately and backdate the cancellation to the date of the fraudulent claim. **We** may also take legal action against **you** and inform the appropriate authorities.

AmTrust Europe Limited and Arc Legal Assistance Privacy and Data Protection Notice

1. Data Protection

Arc Legal Assistance are committed to protecting and respecting **your** privacy in accordance with the current **data protection legislation** ("Legislation"). Below is a summary of the main ways in which **we** process **your** personal data, for more information please visit

www.arclegal.co.uk

2. How We Use Your Personal Data and Who We Share it With

We may use the personal data **we** hold about **you** for the purposes of providing insurance, handling claims and any other related purposes (this may include underwriting decisions made via automated means), research or statistical purposes. **We** will also use **your** data to safeguard against fraud and money laundering and to meet **our** general legal or regulatory obligations.

3. Sensitive Personal Data

Some of the personal information, such as information relating to health or criminal convictions, may be required by **us** for the specific purposes of underwriting or as part of the claims handling process. The provision of such data is conditional for **us** to be able to provide insurance or manage a claim. Such data will only be used for the specific purposes set out in **our** Privacy Statement, which is available to view on the website address detailed above.

4. Disclosure of Your Personal Data

We may disclose **your** personal data to third parties involved in providing products or services to **us**, or to service providers who perform services on **our** behalf. These may include, where necessary, affinity partners, brokers, agents, third party administrators, reinsurers, other insurance intermediaries, insurance reference bureaus, credit agencies, medical service providers, fraud detection agencies, loss adjusters, external law firms, external auditors and accountants, regulatory authorities, and as may be required by law.

5. Your Rights

You have the right to ask **Us** not to process **your** data for marketing purposes, to see a copy of the personal information **we** hold about **you**, to have **your** data deleted (subject to certain exemptions), to have any inaccurate or misleading data corrected or deleted, to ask **us** to provide a copy of **your** data to any controller and to lodge a complaint with the local data protection authority.

6. Retention

Your data will not be retained for longer than is necessary, and will be managed in accordance with **our** data retention policy. In most cases the retention period will be for a period of seven (7) years following the expiry of the insurance contract, or our business relationship with **you**, unless **we** are required to retain the data for a longer period due to business, legal or regulatory requirements.

If **you** have any questions concerning **our** use of **your** personal data, please contact **The Data Protection Officer, please see website for full address details.**

Contracts (Rights of Third Parties) Act 1999

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

Notices

Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.

Due Care

You must take due care to maintain the **home** and its equipment in good order and take all necessary precautions to prevent loss, damage or the unnecessary accrual of costs.

Where a **temporary resolution or repair** has been carried out, the onus will be upon **you** to carry out repairs or work to permanently resolve the reason for the emergency occurring. Should **you** fail to carry out the permanent repair a **contractor** will not be appointed to undertake any further **emergency repairs.**

Home Emergency - continued

Cancellation

If **you** decide that for any reason, this policy does not meet **your** insurance needs then please return it to **your** agent within 14 days from the day of purchase or the day on which **you** receive **your** policy documentation, whichever is the later. On the condition that no claims have been made or are pending, **we** will then refund **your** premium in full.

Thereafter **you** may cancel the insurance cover at any time by informing **your** agent. A refund will be issued on a pro rata basis.

We shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by giving 14 days notice in writing where there is a valid reason for doing so. A cancellation letter will be sent to **you** at **your** last known address. Valid reasons may include but are not limited to:

- a) Where **we** reasonably suspect fraud;
- b) Non-payment of premium;
- c) Threatening and abusive behaviour;
- d) Non-compliance with policy terms and conditions;
- e) **You** have not taken reasonable care to provide complete and accurate answers to the questions **we** ask.

Where **our** investigations provide evidence of fraud or a serious non-disclosure, **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or the date when **you** provided **us** with incomplete or inaccurate information, which may result in **your** policy being cancelled from the date **you** originally took it out.

If **we** cancel the policy and/or any additional covers **you** will receive a refund of any premiums **you** have paid for the cancelled cover, less a proportionate deduction for the time **we** have provided cover, unless the reason for cancellation is fraud and/or **we** are entitled to keep the premium under the Consumer Insurances (Disclosure and Representations) Act 2012.

Claims Helpline Service

All potential claims must be reported initially to the Claims Helpline Service for advice and support.

Emergency Claims Helpline Number: 0333 234 3516

Calls to the helpline will be charged at **your** standards rates.

We will not accept responsibility if the Helpline services fail for reasons beyond **our** control.

Law

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the **insured person's** habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply.

Home Emergency - continued

Complaints Procedure

In the event of a complaint arising under this insurance, **you** should complaint to the appropriate party. Please ensure **your** policy number is quoted in all correspondence to assist a quick and efficient response.

For complaints regarding the sale of the policy:

Please contact **Your Broker**

For complaints regarding a claim:

Write to **us**: LIMemergency
1 Hagley Court North
The Waterfront
Brierley Hill
West Midlands
DY5 1XF

Email **us** at: claims@limemergency.co.uk

Call **us** on: 01384 884080

Please ensure **your** policy number is quoted in all correspondence to assist a quick and efficient response.

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This may also apply if **you** are insured in a business capacity. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,
Exchange Tower,
London,
E14 9SR.
Tel: 0300 123 9 123
Email: complaint.info@financial-ombudsman.org.uk

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

Compensation Scheme

The **insurer** is a member of the Financial Services Compensation Scheme (FSCS). This provides compensation in case any member goes out of business or into liquidation and is unable to meet any valid claims against its policies. **You** may be entitled to compensation if **we** cannot meet **our** obligations, depending on the circumstances of the claim. Further information about the compensation scheme can be obtained from the FSCS.

General Claims Conditions

Notification and Conduct of Claims

1. Loss of or Damage to Property

In the event of loss of or damage to property likely to result in a claim **You** must:

- a) Immediately report to the police any theft, malicious damage, vandalism or loss of property.
- b) Notify **Us** by telephone or letter without unnecessary delay.
- c) At **Your** expense provide full details of the claim within thirty days.
- d) Take all reasonable steps to minimise loss or damage and take all practical steps to recover lost property and discover any guilty person.
- e) Provide any documentation **We** ask for in support of any claim.

2. Legal Liability

In the event of any accident or incident likely to result in a legal liability claim **You** must:

- a) Advise **Us** immediately and as soon as possible provide full written details and assistance as requested by **Us**.
- b) Immediately send to **Us** any letter, writ, summons or other legal document issued against **You** and **Your** family.
- c) Not negotiate, pay, settle, admit or deny any claim without **Our** written consent.

3. Our Rights

In the event of a claim **We** may:

- a) Enter into and inspect any building where loss or damage has occurred and take charge of any damaged property. No property may be abandoned to **Us**.
- b) exercise sole conduct and control over the defence or settlement of any claim made upon **You** or any other insured person by any other party and no negotiation shall be entered into nor any admission of liability or any promise, offer or payment made without **Our** consent.
- c) Take over and control any proceedings in **Your** name for **Our** benefit to recover compensation from any source or defend proceedings against **You**.

4. Recovery of Lost or Stolen Property

If any lost or stolen property is recovered, **You** must let **Us** know as soon as reasonably possible by recorded delivery.

If the property is recovered before payment of the claim, **You** must retain ownership of all damaged and undamaged property at all times and **We** will then pay for any damage.

If the property is recovered after payment of the claim it will belong to **Us**, but **You** will have the option to retain it and refund any claim payment to **Us**.

Conditions Applying to Sections 1-5

1. REASONABLE CARE

You must take all reasonable steps to prevent accidents, loss or damage and must maintain the property insured in sound condition and good repair.

2. CANCELLATION

We may cancel this Policy by sending 14 days notice by recorded delivery to **You** or **Your** last known address.

Where a claim has been made during the current period of insurance no refund or credit of premium will be due.

You have the right to cancel **Your** Policy during a period of 14 days after the later of the day of purchase of the contract or the day on which **You** receive **Your** Policy documentation.

If **You** wish to do so and the insurance cover has already commenced, whether within the first 14 days or not, **You** will be entitled to a refund of the premium paid subject to a deduction for the time for which **You** have been covered. This will be calculated on a pro-rata basis for the period in which **You** received cover and will include an additional charge to cover the administrative cost of providing the Policy.

3. INSTALMENTS/DIRECT DEBIT

If **You** pay **Your** premium by direct debit and there is any default in payment **We** may cancel the Policy by giving notice in accordance with Condition 2 – Cancellation. However, no refund or credit of premium will be due when cancellation takes place in these circumstances.

Where a claim has been made during the current period of insurance the full annual premium will still be payable despite cancellation of cover and **We** reserve the right to deduct this from any claim payment. In any event a due proportion of the premium and administration charge shall be payable for the period of cover provided.

4. OTHER INSURANCES

If any accidental loss or damage covered by this Policy is insured elsewhere **We** will only pay **Our** rateable proportion of any claim.

5. FRAUD

All benefit under this Policy will be forfeited if any claim is in any respect fraudulent or if any fraudulent means are used by **You** or anyone acting on **Your** behalf to obtain any benefit under this Policy.

6. GOVERNING LAW

There is a choice of law for this Insurance, but unless **We** agree otherwise English law applies

7. FINANCIAL SANCTIONS

We shall not provide any cover or be liable to provide any indemnity, payment or other benefit under this Policy to the extent that the provision of such cover, indemnity, payment or other benefit would expose **Us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, **United Kingdom**, United States or other country of policy issue.

If any such resolution, sanction, law or regulation takes effect during the period of insurance **We** may cancel this Policy immediately by giving **You** written notice at **Your** last known address.

Exclusions Applying to Sections 1-5

This Policy does not cover:

Any loss, damage, liability or injury nor any consequential loss, damage, liability or injury directly or indirectly caused by, or contributed to, or arising from:

1. WAR RISKS AND TERRORISM

A) War

any consequence whatsoever resulting directly or indirectly from or in connection with any of the following regardless of any other contributing cause or event war, invasion, act of foreign enemy hostilities or a warlike operation or operations (whether war be declared or not) civil war rebellion revolution insurrection civil commotion assuming the proportions of or amounting to an uprising military or usurped power

B) Terrorism

harm or damage to life or to property (or the threat of such harm or damage) by nuclear and/or chemical and/or biological and/or radiological means resulting directly or indirectly from or in connection with Terrorism regardless of any other contributing cause or event.

Terrorism is defined as any act or acts including but not limited to

(a) the use or threat of force and/or violence
and/or

(b) harm or damage to life or to property (or the threat of such harm or damage including but not limited to harm or damage by nuclear and/or chemical and/or biological and/or radiological means caused or occasioned by any person(s) or group(s) of persons or so claimed in whole or in part for political religious ideological or similar purposes

C) any action taken in controlling preventing suppressing or in any way relating to (A) or (B) above.

2. SONIC BANGS

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

3. RADIOACTIVE CONTAMINATION

(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 component.

4. LOSS IN VALUE

Loss in value of any property following repair or replacement.

5. POLLUTION OR CONTAMINATION

Any claim or expense of any kind directly or indirectly caused by or arising out of pollution or contamination unless caused by:

- a sudden unexpected incident, or
- oil or water escaping from a fixed oil or fixed water installation, and which was not the result of an intentional act, and, which occurs during any insurance period.

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

Regulatory Notices and Information

Rights of Third Parties

A person who is not a party to this policy 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 that Act.

Financial Services Compensation Scheme

Geo Personal Lines and the insurers of this Policy are covered by the Financial Services Compensation Scheme (FSCS). If **We** are unable to meet **Our** obligations, **You** may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information is available from the FSCS at www.fscs.org.uk.

Fair Processing Notice

The privacy and security of **Your** information is important to **Us**. This notice explains who **We** are, the types of information **We** hold, how **We** use it, who **We** share it with and how long **We** keep it. It also informs **You** of certain rights **You** have regarding **Your** personal information under current data protection law. The terms used in this Fair Processing Notice relate to the Information Commissioner's Office guidance.

Who Are We?

Geo Personal Lines (part of the Ardonagh Group of companies) is the Data Controller of the information **You** provide **Us** and is registered with the Information Commissioner's Office for the products and services **We** provide to **You**.

You can contact **Us** for general data protection queries by email to dataProtection@ardonagh.com or in writing to The Data Protection Officer, care of the office of the Chief Information Officer, The Ardonagh Group, 2 Minster Court, Mincing Lane, London, EC3R 7PD. Please advise **Us** of as much detail as possible to comply with **Your** request.

For further information about the Ardonagh Group of companies please visit <http://www.ardonagh.com/>.

Regulatory Notices and Information - continued

What Information do we Collect?

We will collect personal information which may include **Your** name, telephone number, email address, postal address, occupation, date of birth, additional details of risks related to **Your** enquiry or product and payment details (including bank account number and sort code) which **We** need to offer and provide the service or product or deal with a claim.

We may need to request and collect sensitive personal information such as details of convictions or medical history that are necessary for providing **You** with the product, service or for processing a claim.

We only collect and process sensitive personal data where it is critical for the delivery of a product or service and without which the product or service cannot be provided. **We** will therefore not seek explicit consent to process this information as the processing is legitimised by its criticality to the service provision. If **You** object to use of this information, then **We** will be unable to offer **You** the product or service requested.

How do we use your personal information?

We will use **Your** personal information to

- assess and provide the products or services that **You** have requested
- communicate with **You**
- develop new products and services
- undertake statistical analysis

We may also take the opportunity to

- contact **You** about products that are closely related to those **You** already hold with **Us**
- provide additional assistance or tips about these products or services
- notify **You** of important functionality changes to **Our** websites

We make outbound phone calls for a variety of reasons relating to many of **Our** products or services (for example, to update **You** on the progress of a claim or to discuss renewal of **Your** insurance contract).

We are fully committed to the regulations set out by Ofcom and follow strict processes to ensure **We** comply with them.

To ensure confidentiality and security of the information **We** hold, **We** may need to request personal information and ask security questions to satisfy ourselves that **You** are who **You** say **You** are.

We may aggregate information and statistics on website usage or for developing new and existing products and services, and **We** may also provide this information to third parties. These statistics will not include information that can be used to identify any individual.

Securing Your Personal Information

We follow strict security procedures in the storage and disclosure of **Your** personal information in line with industry practices, including storage in electronic and paper formats.

We store all the information **You** provide to **Us**, including information provided via forms **You** may complete on **Our** websites, and information which **We** may collect from **Your** browsing (such as clicks and page views on **Our** websites). Any new information **You** provide **Us** may be used to update an existing record **We** hold for **You**.

Regulatory Notices and Information - continued

When do we share your information?

To help **Us** prevent financial crime, **Your** details may be submitted to fraud prevention agencies and other organisations where **Your** records may be searched, including the Claims and Underwriting Exchange (CUE) and the Motor Insurers Anti-Fraud and Theft Register (MIAFTR).

In addition to companies within the Ardonagh Group, third parties (for example insurers or loss adjusters) deliver some of **Our** products or provide all or part of the service requested by **You**. In these instances, while the information **You** provide will be disclosed to these companies, it will only be used for the provision and administration of the service provided (for example verification of any quote given to **You** or claims processing, underwriting and pricing purposes or to maintain management information for analysis).

This may also include conducting a search with a credit reference bureau or contacting other firms involved in financial management.

The data **We** collect about **You** may be transferred to, and stored at, a destination outside of the European Economic Area (“EEA”). It may also be processed by staff operating outside of the EEA who work for **Us** or for one of **Our** suppliers. Such staff may be engaged in, amongst other things, the provision of information **You** have requested.

If **We** provide information to a third party, **We** will require it and any of its agents and/or suppliers to take all steps reasonably necessary to ensure that **Your** data is treated securely and in accordance with this fair processing notice.

We may of course be obliged by law to pass on **Your** information to the police or other law enforcement body, statutory or regulatory authority including but not limited to the Employer’s Liability Tracing Office (ELTO) and the Motor Insurance Bureau (MIB).

We may also share **Your** information with anyone **You** have authorised to deal with **Us** on **Your** behalf.

How Long Do We Keep Your Information For?

We will not keep **Your** personal information longer than is necessary for the purpose for which it was provided unless **We** are required by law or have other legitimate reasons to keep it for longer (for example if necessary for any legal proceedings).

We will normally keep information for no more than 6 years after termination or cancellation of a product, contract or service **We** provide. In certain cases, **We** will keep **Your** information for longer, particularly where a product includes liability insurances or types of insurance for which a claim could potentially be made by **You** or a third party at a future date, even after **Your** contract with **Us** has ended.

Your rights

Under data protection law **You** have the right to change or withdraw **Your** consent and to request details of any personal data that **We** hold about **You**. This may result in the products and services which **We** supply, no longer being available to **You**.

Where **We** have no legitimate reason to continue to hold **Your** information, **You** have the right to be forgotten.

We may use automated decision making in processing **Your** personal information for some services and products. **You** can request a manual review of the accuracy of an automated decision that **You** are unhappy with.

Further details of **Your** rights can be obtained by visiting the Information Commissioner’s Office website at <https://ico.org.uk/>

geo/PERSONAL LINES

Geo Personal Lines is a trading style of Midas Underwriting Limited
Midas Underwriting Ltd. Registered Office: Quay Point, Lakeside Boulevard, Doncaster, South Yorkshire, DN4 5PL.
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FCA Register No 303525

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