



MIDAS

**Standard Home
Insurance**

Policy Wording

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 MDSCO Limited by Zurich Insurance Company Ltd. A public limited company incorporated in Switzerland. Registered in the Canton of Zurich, No. CHE-105.833.114, registered offices at Mythenquai 2, 8002 Zurich. UK Branch registered in England and Wales no BR000105. UK Branch Head Office: The Zurich Centre, 3000 Parkway, Whiteley, Fareham, Hampshire PO15 7JZ.

Zurich Insurance Company Ltd is authorised and regulated in Switzerland by the Swiss Financial Market Supervisory Authority FINMA. Authorised by the Prudential Regulation Authority. Subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority. Details about the extent of our regulation by the Prudential Regulation Authority are available from us on request. Our firm reference number is 959113.

The insurance under Sections 1-5 is provided by Zurich Insurance Company Ltd. Claims are handled by MDSCO Limited t/a Midas.

The insurance under Sections 6-7 is provided by AmTrust Europe Limited and administered by Arc Legal Assistance Limited. These Sections, which, while forming part of the overall Policy, should be read as separate policies within their own rights as they have their own terms, conditions and exclusions that are separate from the main Policy (Sections 1-5). Claims under Section 7 are handled by Arc Legal Assistance Limited.

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, and **We** have accepted the premium.

This Policy covers the costs of unexpected loss or damage. It does not cover: wear and tear, anything which happens gradually or maintenance costs or redecoration.

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.

Your Policy is arranged by MDSCO Limited trading as Midas.

MDSCO Limited, Registered Office: 1st Floor, Premier House, Carolina Court, Doncaster, DN4 5RA. (Company Number:15572944).

MDSCO Limited is an Appointed Representative of URIS Group Limited, Registered Office: 1st Floor, Premier House, Carolina Court, Doncaster, DN4 5RA. (Company number: 2461657). URIS Group Limited are Authorised and Regulated by the Financial Conduct Authority. FCA Register No. 307332.

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Useful Information

How much to insure for?

In order to protect **Your** property to its fullest extent, **You** should insure: -

- **Buildings** – for the full rebuilding costs, plus an amount for any extra charges that could be involved in rebuilding such as demolition costs, architects' and surveyors' fees and complying with the requirements of local authorities.
- **Contents** – for the full replacement costs as new (less an amount for wear and tear on clothing and household linen).

Remember, if **Your** property is not insured to its fullest extent, claim payments may be reduced.

If **Your Sums Insured** are incorrect, **You** may update them 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 avoided, 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 as this may affect **Your** insurance cover. For further information, please refer to General Conditions - Changes in Circumstances on page 83

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.

Accidental Damage

Damage caused suddenly as a result of an unexpected, unforeseen and non-deliberate external force.

Bodily Injury

Accidental death, physical injury, illness or disease.

Buildings

The **Home**, and its permanent fixtures and fittings (excluding polytunnels and similar structures) but including:

- tennis courts, paved terraces, paths, drives, walls, fences, gates and hedges;
- permanently installed swimming pools and hot tubs, but not their covers;
- permanently connected drains, pipes, cables, service tanks, central heating oil tanks, wind turbines, solar panels and ground source heating pumps

all sited within the boundaries of the land belonging to the **Home**.

Business Equipment

Computers, keyboards, visual display units and printers, word-processing equipment, desktop publishing units, multi-user small business computers, facsimile machines, photocopiers, typewriters, computer-aided design equipment, telecommunication equipment and office equipment owned by **You**, used in connection with a business that may be run from the **Home**.

Clause or Endorsement

Any variation or addition to the terms of the Policy.

Collection

A group of more than ten items of a similar or identical type.

Definitions – continued

Contents

Household goods and personal property within the **Home**, which are **Your** property or for which **You** are legally responsible.

Contents includes

- televisions and their aerials, digital receivers, radios, computers and ancillary equipment, and other audio and video equipment
- property in the open but within the boundaries of the land belonging to the **Home**.
- domestic oil in fixed fuel oil tanks
- **Business Equipment** up to £10,000
- **Money** and **Credit Cards** up to £500 and £1,000 respectively
- **Valuables** up to £2,000 where unspecified
- **Pedal Cycles** up to £2,000

Contents does NOT include:

- motor vehicles and their accessories (other than domestic garden machinery used within the boundaries of the land belonging to the **Home**, and mobility aids provided they are only being used for their intended purpose and by their intended user, and there is no legal requirement for them to be registered for use on the road)
- pedestrian controlled models or toys
- caravans, trailers and their accessories
- any living creature, pet or livestock
- trees, bushes, plants or shrubs other than those normally kept in the **Home**
- aircraft, including any type of unmanned aerial vehicle, toy, drone or glider
- watercraft (other than surfboards and water skis) and associated equipment or accessories
- any part of the **Buildings**
- any property held or used for business purposes other than **Business Equipment**
- any property insured under any other insurance.

Credit Cards

Credit cards, charge cards, debit cards, bankers' cards and cash dispenser cards issued in the **United Kingdom** held for private or domestic purposes and belonging to **You**.

Domestic Employee

A person directly employed by **You** to carry out domestic duties associated with **Your Home** and is not employed by **You** in any capacity in connection with any other trade profession or employment.

Domestic Employee does NOT include Carers or other persons engaged to provide personal care to **You**, due to illness or infirmity.

Excess

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

Note: See *General Conditions – Excesses on page 84*

Definitions – continued

Flood

Overflowing or movement of a body of water (volumes, weight or force of which are substantial and exceptional beyond normal limits) which enters a property rapidly from an external source from outside the **Buildings** and which enters at the ground floor or below.

Note: The following does not constitute **Flood**:

Water escaping from a main, drain, sewer, pipe or similar from inside the Building (unless an escape was solely the consequence of **Flood** as defined above).

Heave

Upward movement of the ground beneath the **Buildings** as a result of the soil expanding.

Holiday Home

The private dwelling of permanent construction which is not **Your** primary residence and is used for holidays, as declared to and accepted as such by **Us**.

Home

The private dwelling, garages and outbuildings used for domestic purposes at the address named on the **Schedule**.

Landslip

Downward movement of sloping ground.

Money – includes:

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

all held for private or domestic purposes.

Pedal Cycle

Any bicycle, tricycle, tandem or trailer cycle (powered by human pedalling and/or an electrically assisted pedal cycle which complies with the requirements of the Electrically Assisted Pedal Cycle Regulations 1983), including all components, equipment upgrades, or cycle related equipment which form part of the pedal cycle and are essential to its operation and which are owned by **You** or for which **You** are legally responsible.

Period of Insurance

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

Definitions – continued

Personal Possessions

Clothing, baggage, sports equipment, mobility aids, personal electronic items such as mobile phones, hand-held games consoles, laptops and similar items normally worn, used or carried about the person which belong to **You**, or for which **You** are legally responsible.

Personal Possessions does NOT include:

- **Pedal Cycles, Money, or Credit Cards**
- compact discs, cassettes or records
- contact or corneal lenses
- unmanned aerial vehicles or aircraft (also known as drones)
- business stock, tools or materials used for business to any extent
- vehicles and other means of transport that are mechanically and or electrically propelled or assisted, whether for road use or not, or their parts or accessories other than mobility aids provided they are only being used for their intended purpose and by their intended user, and there is no legal requirement for them to be registered for use on the road

unless cover has been specifically arranged and is shown on the **Schedule**.

Policyholder

The person(s) or group in whose name this insurance Policy is held as named on the **Schedule**.

Sanitary Ware

Washbasins, sinks, bidets, lavatory pans and cisterns, shower trays, shower screens, baths and bath panels.

Schedule

The **Schedule** is part of the Policy. It shows details of the **Policyholder**, the property insured, the **Sums Insured**, the **Period of Insurance**, and the sections of the Policy which apply.

Settlement

The natural downward movement of the site due to compression of the soil under the weight of the **Buildings**.

Storm

A period of violent weather defined as:

- Wind speeds with gusts of at least 48 knots (55mph)*; or
- Torrential rainfall at a rate of at least 25mm per hour; or
- Snow to a depth of at least one foot (30cms) in 24 hours; or
- Hail of such intensity that it causes damage to hard surfaces or breaks glass.

Note: **Equivalent to Storm Force 10 on the Beaufort Scale.*

*It is important to remember that **You** are responsible for maintaining the **Home** in a good state of repair.*

Subsidence

Downward movement of the ground beneath the **Buildings** other than by **Settlement**.

Definitions – continued

Sum Insured

The most **We** will pay for claims resulting from one incident unless otherwise stated in this Policy document or on the **Schedule**.

United Kingdom

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

Unoccupied -: (any one or combination of) the property:

- Being unfurnished – i.e. Insufficient furniture and furnishings for normal living purposes
- being occupied by squatters
- not lived in by **You** or **Your** family or by any other person to whom **You** may have given **Your** permission for more than 60 consecutive days.

Note: By 'lived in' **We** mean activities which must include; sleeping (overnight), bathing, cooking and eating, all of which are frequently carried out in the **Home**, by any person who has **Your** authority to be lawfully in the **Home**.

Valuables – includes:

- Articles of jewellery, pearls, gemstones, gold, silver and precious metal
- Clocks and watches
- Furs
- Pictures and works of art
- Any rare or unusual article that is collectable
- Stamp and coin **Collections**.

owned by **You** or for which **You** are legally responsible.

We/Us/Our

Zurich Insurance Company Ltd and MDSCO Limited as administrators of the Policy.

You / Your

The **Policyholder**, their domestic partner, members of their family and other relatives, all of whom are permanently living with the **Policyholder** and are not paying commercial rent.

Your Broker

The Insurance Broker, Agent or Adviser who placed this insurance on behalf of the **Policyholder**.

Helplines

PLEASE CHECK THE SCHEDULE TO SEE IF THE SECTION IS IN FORCE BEFORE CALLING THE HELPLINE

Sections 1 – 5

Claims – 0330 111 4871 - For full details please see Page 10

Complaints – 0344 856 2015 - For full details please see Page 11

Section 6

Assistance Helpline Services provided by Arc Legal Services

For full details please see Page 38

Legal and Tax Helpline

Telephone 0344 770 1040 and quote “Midas – Family Legal Expenses”.

Lifestyle Counselling Helpline

Telephone 0344 770 1036 and quote “Midas – Family Legal Expenses”.

Health and Medical Information service

Telephone 0344 770 1036 and quote “Midas – Family Legal Expenses”.

Legal Document Service

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

Section 7

Home Emergency Helpline Services provided by Arc Legal Services

For full details please see Page 63

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

Claims -Telephone 0333 234 3516 and quote “Midas Home Emergency Insurance”

Our helpline is open 24/7, 365 days a year.

How to make a Claim

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

For Sections 1 - 5

To register a claim contact

MDSCO Limited

Unit 10, 40 Montgomery Road, Belfast, BT6 9HL

Telephone : 0330 111 4871

Tell **Us** what happened. Let **Us** have as much information as possible. **We** will verify **Your** cover and arrange to send **You** a claim form so that **We** can deal with **Your** claim as quickly as possible.

Please refer to and follow the instructions under the Notification and Conduct of Claims on page 81.

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 59 for full details

For Section 7 (Home Emergency)

Please refer to page 78 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 MDSCO Limited t/a Midas
- **Sections 6** Please contact Arc Legal Assistance Ltd – see page 60 for full details
- **Sections 7** Please contact LIM Emergency – see page 79 for full details

Sections 1 - 5	Section 6	Section 7
MDSCO Limited Unit 10, 40 Montgomery Road Belfast, BT6 9HL Tel: 0330 111 5281 Email: complaintsofficer@midasmga.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

A – Core Cover

Your Schedule tells You if this Section is in force.

What is covered	What is not covered
Loss of or damage to Buildings caused by:	
1. Fire and resultant smoke damage, explosion, lightning, earthquake.	
2. Riot, civil commotion, labour or political disturbances.	
3. Malicious persons or vandals.	Loss or damage caused: <ul style="list-style-type: none"> • by persons lawfully in the Home • while the Home is Unoccupied.
4. Storm or Flood .	Loss of or damage to hedges, gates and fences Loss or damage caused by Subsidence , Heave or Landslip .
5. Escape of water or oil from <ul style="list-style-type: none"> • any interior fixed heating or domestic water installation • any domestic appliance. 	Loss or damage caused: <ul style="list-style-type: none"> • while the Home is Unoccupied • by water overflowing from wash basins, sinks, bidets, showers and baths as a result of taps being left on • to the installation itself unless caused by freezing • by a failure or lack of grout and/or sealant • by Subsidence, Heave or Landslip.
6. Theft or attempted theft.	Loss or damage: <ul style="list-style-type: none"> • caused by You or Your family or any person lawfully in the Home • occurring while the Home is Unoccupied • unless there is physical evidence of forcible and violent entry to or exit from the Home.

Buildings – continued

What is covered	What is not covered
7. Collision involving aircraft, or aerial devices or anything dropped from them, vehicles, trains or animals.	
8. Falling trees or branches, lamp posts or telegraph poles.	Loss or damage to hedges, gates and fences. Damage caused by felling, lopping or topping of trees within the boundary of the Home .
9. Falling receiving aerials (including satellite dishes) and their fittings and masts.	Damage to the receiving aerial, satellite dishes, fittings or mast itself.
10. Subsidence, Heave, or Landslip.	<p>Loss or damage</p> <ul style="list-style-type: none"> • to domestic fixed fuel-oil tanks, swimming pools, tennis courts, drives, paved terraces, paths, walls, gate, fences, hot tubs, service tanks, unless the Home is also damaged at the same time by the same event • caused by the action of chemical on, or the reaction of chemicals with any materials which form part of the Buildings. <p>Damage resulting from:</p> <ul style="list-style-type: none"> • coastal or riverbank erosion • Settlement • the foundations settling, shrinking or expanding • 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>Damage where compensation is (except for the existence of this Policy) or has been provided under any contract, legislation or guarantee.</p>

B – Additional Covers

What is covered	What is not covered
<p>Breakage of Fixed Glass and Sanitary Fittings</p> <p>Accidental breakage of fixed glass, fixed Sanitary Ware and ceramic hobs, which form part of the Home.</p>	<p>Breakage caused while the Home is Unoccupied.</p>
<p>Damage to Underground Services</p> <p>Accidental Damage to underground services to the Home for which You are legally responsible.</p>	<p>Damage caused whilst clearing or attempting to clear a blockage.</p>
<p>Professional Fees and 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>subject to an admitted claim under Section 1 A Core Cover.</p>	<p>Costs</p> <ul style="list-style-type: none"> • for complying with requirements notified before the loss or damage occurred • and fees that relate to work for undamaged parts of the Buildings <p>Fees charged for preparing any claim under this Policy.</p>
<p>Temporary Accommodation and Loss of Rent</p> <p>The reasonable costs of:</p> <ul style="list-style-type: none"> • Your temporary accommodation • loss of rent payable to You • ground rent which You have to pay during the period necessary to restore Your private dwelling to a habitable condition, if Your existing accommodation is uninhabitable, subject to an admitted claim under Section 1 A. -Core Cover. 	<p>Any subscription-based services to the temporary accommodation.</p> <p>Any amount over 20% of the Sum Insured for Buildings.</p>

Buildings – continued

What is covered	What is not covered
<p>Moving Home</p> <p>If You are selling the Home the purchaser will have the benefit of this Section (Section 1 – Buildings), during the period between exchange of contracts and completion.</p>	<p>When the Buildings are insured under another policy.</p> <p>Any benefit after this Policy ends.</p>
<p>Tracing and Accessing Leaks</p> <p>The reasonable costs for removing and replacing any other part of the Buildings necessary to find and repair the source of the leak which has caused damage to the Buildings by escape of water from water tanks, pipes, apparatus or fixed heating systems in the Home.</p>	<p>Any amount over £5,000.</p> <p>Damage not incurred during the process of tracing and accessing the leak.</p> <p>Damage to the installation or apparatus itself.</p>
<p>Emergency Access</p> <p>Loss or damage to Buildings caused by Emergency Services, gaining access to the Buildings, in the course of their duty to safeguard life or property.</p>	
<p>Blocked Sewer Pipes</p> <p>The cost of breaking into and repairing an underground pipe (to clear a blockage), that You are legally responsible for, between the main sewer and the Home if this is necessary because normal methods of releasing the blockage are unsuccessful.</p>	<p>Any amount over £1,000.</p>
<p>Metered Water and Loss of Oil</p> <p>The value of metered water or domestic heating oil charges You are legally responsible to pay, subject to an admitted claim under Section 1 A Core Cover.</p>	<p>Any amount over £1,500.</p>
<p>Loss of Keys</p> <p>The cost to replace and fit locks (and keys) of</p> <ul style="list-style-type: none"> • external doors to the Home • any safe or alarm system in the Home <p>if the keys are lost or stolen.</p>	

Buildings – continued

Accidental Damage Option

Your **Schedule** tells You if this optional cover is in force.

What is covered	What is not covered
<p>Accidental Damage Accidental Damage to the Buildings.</p>	<p>Damage caused while:</p> <ul style="list-style-type: none">• the Home is lent, let, sub-let or Unoccupied• the property is undergoing renovation, repair or structural works. <p>Damage which is specifically excluded elsewhere in Section 1 – Buildings.</p> <p>Damage caused by structural movement, Settlement or shrinkage of the Buildings.</p>

Section 1 – Buildings - Conditions

Properties used as Holiday Homes not occupied for more than 60 consecutive days

Exclusions for loss or damage while the **Home** is **Unoccupied** do not apply to **Holiday Homes**, other than as stipulated within this condition.

Unless already agreed by **Us**, if the **Holiday Home** has not been occupied for 60 consecutive days, the following conditions and exclusions will apply:

- a) **We** will not pay the first £500 of each claim under the following causes applicable to Section 1 Buildings
- **Storm or Flood**
 - Escape of oil
 - Theft or attempted theft
 - Malicious persons or vandals
- b) **We** will not pay the first £2,500 in respect of escape of water.
- c) During the period from 1st November to 1st April inclusive, **We** will not pay a claim under Section 1 Buildings for escape of water unless;
- i). central heating is installed and in operation to maintain at all times a minimum temperature of 58 degrees Fahrenheit (15 degrees Centigrade) with loft hatches (where present) left open for the circulation of heat or the water is turned off at the mains and the water system drained;
- and
- ii). the gas (if any) and electricity supplies are turned off at the mains when not used for the central heating system or the security of the **Holiday Home**.

If **You** fail to tell **Us** within 90 days of the **Holiday Home** becoming **Unoccupied** the insurance cover under Section 1 Buildings will be limited to loss or damage arising from Fire (excluding arson), lightning, explosion and earthquake only.

Guidance Note: *Whenever the **Holiday Home** is **Unoccupied**:*

- i) *security precautions should be maintained in good working order at all times.*
- ii) ***You** should advise **Us** before any changes to the security at the **Holiday Home** are made*
and
- iii). *put all the security precautions into operation whenever the **Holiday Home** is left unattended;*

Section 1 – Buildings - Exclusions

What is not covered under this section

The amount of any **Excess** shown in the **Schedule**,
(other than for claims for loss or damage solely under 'Emergency Access')

Any amount over the **Sum Insured** for **Buildings**. (see Under-Insurance below)

Section 1 – Buildings - Settlement of Claims

Replacement or Repair

We will pay the cost of work carried out in repairing or replacing the damaged parts of the **Buildings**, including additional expenses covered under 'B – Additional Cover – Professional Fees and Additional Costs'.

We will pay the cost of repair or replacement LESS a deduction for wear, tear or betterment (where the **Buildings** would be improved by the repair or replacement) if the **Buildings** have not been maintained in good repair.

We may repair, reinstate or replace the lost or damaged property. If **We** cannot replace or repair the property **We** may pay for the loss or damage in cash. Where **We** can offer repair or replacement through a preferred supplier, but **We** agree to pay a cash settlement, then payment will not exceed the amount **We** would have paid the preferred supplier. If no equivalent replacement is available, then **We** will pay the full replacement cost of the item with no discount applied.

We will not reduce the **Sum Insured** for **Buildings** after **We** have paid a claim if **You** agree to carry out any recommendations **We** make, to prevent further loss or damage.

Under Insurance

It is important that the **Sum Insured** for **Buildings** must represent the full rebuilding value of the **Buildings** (which includes the additional expenses noted under 'B – Additional Cover – Professional Fees and Additional Costs').

You must notify **Us** as soon as possible if the full rebuilding cost of the **Buildings** exceeds the amount shown on the **Schedule**.

If, at the time of any loss or damage, the **Sum Insured** for **Buildings** is not enough to reconstruct **Your Buildings**, **We** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the **Sum Insured**.

For example:

If the premium **You** have paid for **Your Buildings** insurance is equal to 75% of what **Your** premium would have been if the **Sum Insured** for **Buildings** was enough to reconstruct **Your Buildings**, then **We** will pay up to 75% of any claim made by **You**. If however, the correct **Sum Insured** is shown to exceed **Our** acceptance terms and criteria **We** may refuse to pay **Your** claim.

Matching Items

In the event of loss or damage to parts of **Buildings** which form part of a set of common design **We** will pay for the replacement or repair of the lost or damaged item only, unless part of a pair.

We will pay for undamaged parts of a bathroom suite or fitted kitchen and their tiles where replacements to the damaged parts cannot be matched.

If a wooden, laminate or vinyl floor covering is damaged beyond repair **We** will only pay for the damaged floor covering. **We** will not pay for undamaged floor coverings in adjoining rooms even if they are the same colour or design.

Section 2 - Contents

A – Core Cover

Your Schedule tells You if this Section is in force.

What is covered	What is not covered
Loss of or damage to Contents whilst contained within the Home caused by:	
1. Fire and resultant smoke damage, explosion, lightning, earthquake.	
2. Riot, civil commotion, labour or political disturbances	
3. Malicious persons or vandals	Loss or damage caused: <ul style="list-style-type: none"> • by persons lawfully in the Home. • while the Home is Unoccupied.
4. Storm or Flood	Loss of or damage caused to Contents in the open.
5. Escape of water or oil from <ul style="list-style-type: none"> • any fixed heating or domestic water installation • any domestic appliance 	Loss or damage caused <ul style="list-style-type: none"> • while the Home is Unoccupied. • by water overflowing from wash basins, sinks, bidets, showers and baths as a result of taps being left on • by a failure or lack of grout and/or sealant • to the fixed heating or domestic water installation unless caused by freezing • by Subsidence, Heave or Landslip.

What is covered	What is not covered
<p>6. Theft or attempted theft</p>	<p>Loss or damage</p> <ul style="list-style-type: none"> • occurring while the Home or any part is lent, let or sub-let unless there is physical evidence of forcible and violent entry to or exit from the Home • caused while the Home is Unoccupied • contributed to or caused by any person lawfully in the Home. <p>Loss by deception unless deception is only used to gain entry to the Home.</p> <p>Theft of a Pedal Cycle unless in a locked building or the Pedal Cycle is secured, through the frame of the cycle, to an immovable object, from which the Pedal Cycle cannot be unsecured other than by removing the security device which must be a device recognised as designed and manufactured for securing pedal cycles.</p> <p>Theft of electrical or motorised mobility aids unless there is physical evidence of violent and forcible entry to or exit from the Home</p> <p>Loss of specified jewellery and watches individually valued over £5,000, unless they are kept in a safe which has a cash rating appropriate to the value of its contents, when:</p> <ul style="list-style-type: none"> • not being worn • You are away from the Home • You go to bed. <p>Theft of firearms unless kept in accordance with The Firearms Act 1968 and any subsequent or amending legislation.</p> <p>Any amount over £5,000 from outbuildings or garages.</p>
<p>7. Collision involving aircraft or aerial devices or anything dropped from them, vehicles, trains or animals</p>	

Contents – continued

What is covered	What is not covered
8. Falling trees or branches, lamp posts or telegraph poles	Loss or damage caused by felling, lopping or topping of trees within the boundary of the Home .
9. Falling receiving aerials (including satellite dishes) and their fittings or masts	
10. Subsidence, Heave, or Landslip.	Damage resulting from <ul style="list-style-type: none">• coastal or riverbank erosion• Settlement• the foundations settling, shrinking or expanding• 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. Damage where compensation is (except for the existence of this Policy) or has been provided under any contract, legislation or guarantee.

B – Additional Cover (provided under Section 2 – Contents)

What is covered	What is not covered
<p>Breakage of Glass and Mirrors</p> <p>Accidental breakage of mirrors, glass tops to furniture and ceramic hobs and fixed glass in furniture in the Home.</p>	<p>Breakage caused while the Home is Unoccupied.</p>
<p>Moving Home</p> <p>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>Loss of or damage to</p> <ul style="list-style-type: none"> • Contents in storage • china, glass, earthenware and brittle items unless they have been packed by a professional packer. <p>Loss or damage</p> <ul style="list-style-type: none"> • caused by scratching, denting or bruising • if insured under another Policy. <p>Loss of Money.</p>
<p>Contents Temporarily Removed</p> <p>Loss or damage to Contents temporarily removed from the Home but within the United Kingdom caused by: -</p> <ol style="list-style-type: none"> a) Circumstances as described in Section 2A – Core Cover but excluding Theft. b) Theft <ol 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 are employed or carry on a business or are in temporary residence. iii) from occupied private dwelling. 	<p>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 from a building unless involving forcible and violent entry to or exit from the building • from a caravan, mobile home or motor home. <p>Loss of or damage to Business Equipment.</p> <p>Any amount over £5,000.</p>

Contents – continued

What is covered	What is not covered
<p>Temporary Accommodation</p> <p>The reasonable costs of:</p> <ul style="list-style-type: none"> • Your temporary accommodation • ground rent which You have to pay during the period necessary to restore Your private dwelling to a habitable condition, if Your existing accommodation is uninhabitable, subject to an admitted claim under Section 2 A. -Core Cover. 	<p>Any subscription-based services to the temporary accommodations.</p> <p>Any amount over 20% of the Sum Insured for Contents.</p>
<p>Loss of Keys</p> <p>The cost to replace and fit locks (and keys) of</p> <ul style="list-style-type: none"> • external doors to the Home • any safe or alarm system in the Home <p>if the keys are lost or stolen.</p>	
<p>Tenants Liability</p> <p>Loss or damage to the Buildings as described in Section 1, A – Core Cover, that You are legally responsible for as a tenant under a tenancy agreement.</p>	<p>Loss or damage excluded in Section 1A – Core Cover.</p> <p>Loss or damage caused while the Home is Unoccupied.</p> <p>Any amount over £15,000</p>
<p>Metered Water and Loss of Oil</p> <p>The value of metered water or domestic heating oil charges You are legally responsible to pay, subject to an admitted claim under Section 2 A Core Cover.</p>	<p>Any amount over £1,500</p>
<p>Business Usage at Home</p> <p>Loss or damage to Business Equipment used in connection with Your business whilst in the Home subject to an admitted claim under Section 2 A. -Core Cover.</p>	<p>Loss of or damage caused while the Home is lent, let sub-let or Unoccupied.</p> <p>Loss of or damage to items not specifically used for clerical purposes.</p> <p>Any amount over £10,000.</p>

Contents – continued

What is covered	What is not covered
<p>Contents in the Open</p> <p>Loss or damage to Contents not contained within the Home but still within the boundaries of the land belonging to the Home, caused by events insured under Section 2 A Core Cover.</p>	<p>Loss of or damage to</p> <ul style="list-style-type: none"> • trees, shrubs, plants or garden products • radio and television aerials, satellite dishes, their fittings and masts which are attached to the Home <p>Loss or damage</p> <ul style="list-style-type: none"> • while the Home is Unoccupied • excluded elsewhere within this Policy. <p>Loss of Money or Credit Cards</p> <p>Any amount over £2,500.</p>
<p>Frozen Food</p> <p>The cost of replacing Your food in Your fridge or freezer if it is spoiled due to a change in temperature or contamination by refrigeration fumes.</p>	<p>Loss or damage caused by any electricity or gas company cutting off or restricting Your supply.</p> <p>Loss or damage due to the failure of Your electricity or gas supply caused by a strike or any other industrial action.</p> <p>Food held for business purposes.</p>
<p>Title Deeds</p> <p>The cost of preparing new title deeds to the Buildings if they are lost or damaged subject to an admitted claim under Section 2 A. -Core Cover, while in the Home or kept with Your solicitor, bank or mortgagee for safe keeping.</p>	
<p>Contents at University/ College</p> <p>Loss of or damage to Contents temporarily removed from the Home but kept within Your lodgings while in full time education within the United Kingdom and living and studying away from the Home subject to an admitted claim under Section 2 A. -Core Cover.</p>	<p>Loss of or damage to Business Equipment</p> <p>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. <p>Any amount over</p> <ul style="list-style-type: none"> • £1,000 for any single item • £5,000 in total.

Contents – continued

What is covered	What is not covered
<p>Downloaded Information</p> <p>Loss or damage to information that You have bought and stored on Your home entertainment equipment or mobile phone subject to an admitted claim under Section 2 A Core Cover.</p>	<p>Any illegally downloaded files.</p> <p>The cost of remaking a file, tape, the rewriting, or recovery of any of the information stored.</p> <p>Any amount over £2,500.</p>
<p>Money</p> <p>Loss of Money anywhere in the world.</p>	<p>Loss of Money</p> <ul style="list-style-type: none">• by mistake in change, counting or overpayment• not reported to the Police within 24 hours of discovery• held for professional or business purposes. <p>Loss of Money from the Home when the Home is Unoccupied unless there is physical evidence of forcible and violent entry to or exit from the Home.</p> <p>Any amount over £500 in total.</p>
<p>Credit Cards</p> <p>Financial loss from fraudulent use by any unauthorised person of Credit Cards held for social, domestic and pleasure purposes for which You are responsible.</p>	<p>Loss of Credit Cards from the Home when the Home is Unoccupied unless there is physical evidence of forcible and violent entry to or exit from the Home.</p> <p>Loss of Credit Cards not reported to the issuing authority within 24 hours of discovery.</p> <p>Loss from unauthorised use by You or a member of Your family or Domestic Employee.</p> <p>Loss from fraudulent use of Credit Cards by any unauthorised person unless You have complied with the terms and conditions under which the card was issued.</p> <p>Any amount over £1,000 in total.</p>

Contents – continued

What is covered	What is not covered
<p>Religious Festivals or Special Event</p> <p>We will increase the Sum Insured for Contents by 10% for 30 days before and 30 days after a religious festival that You celebrate, or special event to cover gifts and related purchases.</p> <p>Cover applies while in:-</p> <ol style="list-style-type: none"> the Home the building where the reception is held the married couples' home (in cases of weddings and civil partnerships) direct transit between any of the places specified above. 	<p>Loss or damage incurred outside of the Period of Insurance.</p>
<p>Shopping in Transit</p> <p>Loss of or damage to food and other items while You are transporting them from the shop or market where You bought them to the Home.</p> <p>Note: - This cover is a separate benefit provided in addition to (not within) the maximum Sum Insured for Contents.</p>	<p>Loss or damage caused by theft or attempted theft from an unattended motor vehicle or where a motor vehicle is stolen, unless:</p> <ul style="list-style-type: none"> the item is kept in a locked covered boot or glove compartment all access points to the vehicle are closed and locked any extra security systems are activated; or there is evidence that forcible and violent entry took place. <p>Any amount over £1,000.</p>
<p>Visitors Personal Possessions</p> <p>Loss or damage of Your guests' and visitors' personal possessions while in the Home arising from the causes listed under Section 2 A Core Cover.</p> <p>Note: - This cover is a separate benefit provided in addition to (not within) the maximum Sum Insured for Contents.</p>	<p>Loss or damage excluded under Section 2 A Core Cover.</p> <p>Personal possessions belonging to:</p> <ul style="list-style-type: none"> lodgers, tenants and paying guests visitors staying at the Home for more than 28 consecutive days. <p>Loss or damage if any item is insured under any other policy.</p> <p>Any amount over £500.</p>

C - Accidental Damage Option

Your **Schedule** tells You if this optional cover is in force.

What is covered	What is not covered
Accidental Damage Accidental damage to Contents in the Home .	Damage which is specifically excluded elsewhere in Section 2 - Contents . Damage caused while the Home is lent, let, sub-let, or Unoccupied . Damage to Pedal Cycles .

Section 2 – Contents - Conditions

Properties used as Holiday Homes not occupied for more than 60 consecutive days

Exclusions for loss or damage while the **Home** is **Unoccupied** do not apply to **Holiday Homes**, other than as stipulated within this condition.

Unless already agreed by **Us**, if the **Holiday Home** has not been occupied for 60 consecutive days, the following conditions and exclusions will apply:

- a) **We** will not pay the first £500 of each claim under the following causes applicable to Section 2 Contents
- **Storm or Flood**
 - Escape of oil
 - Theft or attempted theft
 - Malicious persons or vandals
- b) **We** will not pay for theft or attempted theft of **Valuables** under Section 2 Contents
- c) **We** will not pay the first £2,500 in respect of escape of water.
- d) During the period from 1st November to 1st April inclusive, **We** will not pay a claim under Section 2 Contents for escape of water unless;
- i). central heating is installed and in operation to maintain at all times a minimum temperature of 58 degrees Fahrenheit (15 degrees Centigrade) with loft hatches (where present) left open for the circulation of heat or the water is turned off at the mains and the water system drained;
- and
- ii). the gas (if any) and electricity supplies are turned off at the mains when not used for the central heating system or the security of the **Holiday Home**.

If **You** fail to tell **Us** within 90 days of the **Holiday Home** becoming **Unoccupied** the insurance cover under Section 2 Contents will be limited to loss or damage arising from Fire (excluding arson), lightning, explosion and earthquake only.

Guidance Note: *Whenever the **Holiday Home** is **Unoccupied**:*

- iii) security precautions should be maintained in good working order at all times.*
- iv) **You** should advise **Us** before any changes to the security at the **Holiday Home** are made*
and
- iii). put all the security precautions into operation whenever the **Holiday Home** is left unattended;*

Section 2 – Contents - Exclusions

What is not covered under this section

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

Loss or damage to:

- strings, reeds or drum skins of musical instruments
- sports equipment in the course of play or use
- **Pedal Cycle** tyres, wheels and accessories unless the **Pedal Cycle** is lost or damaged at the same time.

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

- £1,500 for domestic oil in a fixed fuel oil tank.
- £2,000 for any single item (including matching items) of **Valuables** unless otherwise specified on the **Schedule**.
- 30% of the **Sum Insured** for **Contents** in total for **Valuables**.
- the **Sum Insured** for **Valuables** as stated on the **Schedule**
- the **Sum Insured** for **Contents** as stated on the **Schedule**

Section 2 – Contents - Settlement of Claims

Replacement or Repair

It is important that the **Sum Insured** for **Contents** is enough to replace all **Contents** as new (less an amount for wear, tear and depreciation on clothing and household linen).

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), 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 **Sum Insured** for **Contents** will not be reduced by the amount of any claim.

Under Insurance

If, at the time of any loss or damage, the **Sum Insured** for **Contents** is not enough to replace all **Your Contents** as new, **We** will proportionally reduce the amount of any claim payment made by the percentage of under payment of premium which has arisen as a result of the shortfall in the **Sum Insured**.

For example:

If the premium **You** have paid for **Your Contents** insurance is equal to 75% of what **Your** premium would have been if the **Sum Insured** for **Contents** was enough to replace **Your Contents** as new, then **We** will pay up to 75% of any claim made by **You**. If however, the correct **Sum Insured** is shown to exceed **Our** acceptance terms and criteria **We** may refuse to pay **Your** claim.

Matching Items

In the event of loss or damage to part of a pair, set, suite and/or items of a uniform matching nature, design or colour (including carpets and curtains) **We** will pay whichever of the following is least:

- the cost to repair the damaged part to its condition immediately before the loss; or
- the cost to replace the lost or damaged part.

If **We** cannot repair the damaged item(s) or arrange for an equivalent replacement, **We** will pay:

- the full replacement cost of the whole pair, set or suite; or
- the cost to make up any loss in value of the undamaged pair, set or suite immediately before and after the loss or damage.

You agree, if requested by **Us**, that **You** will surrender the undamaged part(s) of the pair, set or suite to **us**.

If a carpet or curtain is damaged beyond repair **We** will only pay for the damaged carpet or curtains. **We** will not pay for undamaged carpets or curtains in adjoining rooms even if they are the same colour or design.

Section 3 - Property Owners Liability

What is covered	What is not covered
<p>Property Owners Liability</p> <p>(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) Bodily Injury 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 Homeii) 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 (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 the Schedule</p> <p>Liability arising directly or indirectly from:</p> <ul style="list-style-type: none">• the occupation of the Buildings• any business or professional use of the Buildings• any lift (other than stair-lift) for which You are legally responsible• Bodily Injury 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, trade, business or employment activities.• the ownership or use of motor vehicles (other than gardening machines) or lifts.• any agreement or contract unless liability would have applied anyway.• the transmission directly or indirectly of any communicable disease or virus by You.

Section 4 - Occupiers and Personal Liability

What is covered	What is not covered
<p>Occupiers and Personal Liability</p> <p>(Only operative if Section 2 – Contents is in force) Up to £2,000,000 for any one cause (other than Bodily Injury of any Domestic Employee where the amount is £10,000,000) to indemnify You against legal liability for:</p> <ul style="list-style-type: none">a) Bodily Injury 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 You 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.</p>	<p>Liability arising directly or indirectly from:</p> <ul style="list-style-type: none">• Bodily Injury to:<ul style="list-style-type: none">– You or Your family– anyone permanently living in the Home.• 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 belonging to the Home.• any profession, trade, business or employment activities.• the ownership, use or possession of:<ul style="list-style-type: none">(a) mechanical or electrically powered:<ul style="list-style-type: none">– aircraft, hovercraft or watercraft (unless they are battery operated or pedestrian controlled models)– drones and other unmanned aerial vehicles– ships, vessels or other craft– Segways or electric scooters(b) horse drawn or motor vehicles other than:<ul style="list-style-type: none">– mobility aids provided they are only being used for their intended purpose and by their intended user, and there is no legal requirement for them to be registered for use on the road– domestic gardening machines(c) guns and other firearms

Occupiers and Personal Liability – continued

What is covered	What is not covered
	<ul style="list-style-type: none"> • the transmission directly or indirectly of any communicable disease or virus • the ownership or possession of an animal to which any section of the Dangerous Dogs Act 1991 (or any amending legislation) applies. • an award of a Court outside the United Kingdom. • any agreement or contract unless liability would have applied anyway. <p>The cost of putting right any fault or alleged fault which, if not put right, may cause accidental Bodily Injury or accidental loss of or damage to property</p>

Section 5 - Valuables and Personal Possessions

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 the **Period of Insurance**.

What is covered	What is not covered
<p>Loss of or damage to Valuables and Personal Possessions described on the Schedule as follows:</p> <p>Unspecified Valuables and Personal Possessions</p> <p>Accidental loss of or damage to unspecified Valuables, Personal Possessions, sports equipment and Pedal Cycles</p>	<p>Loss or damage to equipment and accessories for camping, mountaineering, pot holing, snow skiing, snowboarding, water skiing, parachuting, hang gliding, paragliding, windsurfing, sailboarding, surfboarding, skin-diving, scuba-diving and other water-sports</p> <p>Any amount over £2,000 in respect of any one Pedal Cycle</p> <p>Any amount over £2,000 in respect of any single item, (including matching items) for unspecified Valuables and Personal Possessions.</p>
<p>Specified Items</p> <p>Accidental loss of or damage to items specified in the Schedule.</p>	<p>Specified jewellery and watches individually valued over £5,000, unless they are kept in a safe which has a cash rating appropriate to the value of its contents, when:</p> <ul style="list-style-type: none"> • not being worn • You are away from the Home • You go to bed.

Section 5 – Valuables and Personal Possessions - Conditions

Jewellery valued over £7,500 Maintenance

Any item of jewellery exceeding the value of £7,500, that has setting for stones, or clasps, MUST be examined by a competent jeweller once every three years at least, and any defect remedied immediately at **Your** expense. If **You** do not do this, any loss or damage resulting from wear and tear or mechanical breakdown to a clasp, setting or other fastening will not be insured.

For the purposes of this Policy, a 'competent jeweller' refers to an individual or company who are a member of a recognised jewellery trade body such as the National Association of Jewellers.

Proof of Value

If an item of **Valuables** specified under this section is lost or damaged, and **You** do not have an official valuation or receipt supporting the stated **Sum Insured** then the amount **We** pay may be reduced.

Section 5 - Valuables and Personal Possessions - Exclusions

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

Loss or damage to:

- strings, reeds or drum skins of musical instruments
- sports equipment (including fishing equipment) in the course of play or use
- **Pedal Cycles** while the cycle is used for racing or pace-making or is let out on hire or is used other than for private purposes
- **Pedal Cycle** tyres, wheels and accessories unless the **Pedal Cycle** is lost or damaged at the same time.

Theft of **Pedal Cycles** whilst not at the **Home** and unattended, unless the **Pedal Cycle** is in a locked building or secured, through the frame of the cycle, to an immovable object, from which the **Pedal Cycle** cannot be unsecured other than by removing the security device; and if the **Pedal Cycle** is valued £2,000 or more, and less than £3,000, the security device meets the minimum of 'Silver' rated standard from the current "Sold Secure" approved products list.

Theft from any unattended motor vehicle unless **Your** property is kept in a locked boot or glove compartment and the vehicle is securely locked.

Theft of mobility aids, **Valuables** and **Personal Possessions** from the **Home** unless there is physical evidence of forcible and violent entry to or exit from the **Home**.

The cost of remaking a file, tape, the rewriting, or recovery of any of the information stored.

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

- the **Sum Insured** as stated on the **Schedule**
- £1,000 for loss of specified or unspecified property from an unattended road vehicle.

Section 5 - Valuables and Personal Possessions - Settlement of Claims

We will at **Our** option:

- a) replace the item(s) as new, 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 **Sum Insured** should be the cost of replacing all items covered as new, less an amount for wear, tear and depreciation on clothing.

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.

Stamp Collections

Loss or damage to stamp Collections will be 65% of the current catalogue value published Messers Stanley Gibbons & Company

Coin Collections

Loss or damage to coin Collections will be 65% of the current catalogue value published by B A Seaby Limited.

Matching Items

In the event of loss or damage to part of a pair, set and/or items of a uniform matching nature, design or colour **We** will pay whichever of the following is least:

- the cost to repair the damaged part to its condition immediately before the loss; or
- the cost to replace the lost or damaged part.

If **We** cannot repair the damaged item(s) or arrange for an equivalent replacement, **We** will pay:

- the full replacement cost of the whole pair or set; or
- the cost to make up any loss in value of the undamaged pair or set immediately before and after the loss or damage.

You agree, if requested by **Us**, that **You** will surrender the undamaged part(s) of the pair or set to **Us**.

Section 6 - Family Legal Protection

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 “**Midas – 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 “**Midas – 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 “**Midas – 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>

Terms of Cover

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

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 that **You** choose **Yourself**, **We** will not pay **Advisers' Costs** which are 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.

Your Family Legal Protection covers **Costs** as detailed under the separate sections of cover, less any **Excess** up to the **Maximum Amount Payable** where:-

- a) The **Insured Event** happens during 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 has a negative impact on **Your** position or the position of the **Insurer** in connection with the **Legal Action**.

IMPORTANT CONDITIONS

If **You** 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 given in the 'Conditions' section below and should be read carefully. Some of the main conditions that apply to this insurance are:

Prospects of Success

There must be a 51% or higher 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 higher 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.

Giving the Insurer all the Important Information

When the **Insurer** accepts **Your** application for this insurance, it relies on the information **You** give. **You** must take reasonable care to give full answers to the questions asked when **You** take out, or make changes to, **Your** policy. If the information provided by **You** is not complete and accurate **Your** cover might be affected and:

- the **Insurer** might cancel **Your** policy and refuse to pay any claim or
- the **Insurer** might not pay any claim in full.

We will write to **You** if the **Insurer**:

- intends to cancel **Your** policy; or
- needs to amend the terms of **Your** policy; or needs **You** to pay more for **Your** insurance.

If **You** become aware that information **You** have given is incomplete or inaccurate, **You** must tell **Us**.

Freedom of Choice

You can choose **Your** own **Adviser** to act for **You** when it is likely that court proceedings might need to be started. If **You** do this, **We** will only pay **Standard Advisers' Costs** up to the **Maximum Amount Payable** (which **We** have the right to change from time to time).

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**, (provided **We** agree) where it is necessary to start court proceedings or a **Conflict of Interest** happens, another legal representative chosen by **You**.

Advisors' Costs

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

Adverse Costs

Third party legal costs awarded against **You** which will 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 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 spoken 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

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.

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 might 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

This insurance provides cover for the same period covered by the insurance product or benefit to which it sits alongside. To be clear, 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, if **We** wish, change from time to time.

Standard Basis of Assessment

The way in which the costs of legal proceedings are assessed where the court only allows amounts that are in proportion to the subject matter being disputed. The court will decide whether or not the costs were reasonable for the party having to pay the costs.

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, resulting from an Insured Event, 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) Resulting from a dispute with any government, public or local authorityf) Resulting 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, resulting from an Insured Event, 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 VATb) Where the breach of contract occurred before You purchased this insurancec) Involving a vehicle owned by You or which You are legally responsible ford) Resulting from a dispute with any government, public or local authoritye) Resulting from the sale or purchase of Your main homef) 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, resulting from an Insured Event, 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) Resulting from medical or clinical treatment, advice, assistance or careb) For stress, psychological or emotional injury unless it arises from You suffering physical injuryc) For illness, personal injury or death caused gradually and not caused by a specific sudden eventd) Involving a vehicle owned or driven by You

CLINICAL NEGLIGENCE

What is insured	What is not insured
<p>Costs to pursue a Legal Action, resulting from an Insured Event, 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, resulting from an Insured Event, 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, resulting from an Insured Event, 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, resulting from an Insured Event, 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, resulting from an Insured Event, 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, resulting from an Insured Event, incurred by an Accountant if You are subject to an HM Revenue and Customs Full Enquiry into Your personal Income Tax position, provided that 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 giving notice of intention to investigate.</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 Advisor'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 to pursue actions in the Territorial Limits relating to a single act, or the start of a series of single acts, against You by one person or group of people:</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, resulting from an Insured Event, 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 prosecuteii) In a prosecution brought against You in a court of criminal jurisdictioniii) In a civil action brought against You as a Data Controller for compensation under Data Protection Legislationiv) In civil proceedings brought against You under legislation for unlawful discrimination <p>b) Costs in a Legal Action, resulting from an Insured Event, 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 policyc) For parking offences which cannot lead to penalty points on Your licenced) Following an allegation of violence or dishonestye) 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>Payment will be made where You need to attend jury service or court arising during the Period of Insurance. At the end of the period of jury service or court attendance, You can submit a claim for:</p> <ul style="list-style-type: none"> • a Daily Rate for each whole day of attendance for the duration You are off work attending jury service or court, providing these costs are not recoverable from Your employer or the court. • 50% of the Daily Rate for each additional half day You are off work attending jury service or court providing these costs are not recoverable from Your employer or the court. 	

SCHOOL ADMISSION DISPUTES

What is insured	What is not insured
<p>Standard Advisers' Costs, resulting from an Insured Event, 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> <ol style="list-style-type: none"> a) Arising where examinations or other selection criteria are part of the acceptance process b) Where the process for appealing against the decision to refuse a place at the school has not been adhered to c) 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</p>	<p>Claims where You are not aged 18 years or over.</p>

to the author requesting that the comments
are removed from the social media website.

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

1. There is no cover where:-

- a) The **Insured Event** started before this policy began
- b) **You** do not have the relevant section of cover in place
- c) **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 refuse to accept this insurance policy as valid 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.

5. Sanction Limitation and Exclusion Clause

The **Insurer** will not cover or be liable to pay any claim or provide any benefit under this section of **Your** insurance if doing so would expose it 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 or United States of America.

6. Cyber Attack Exclusion

The **Insurer** will not pay for any loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme malicious code, Computer Virus or process or any other electronic system. This exclusion applies unless cover for Costs is specifically allowed for in the Sections of Cover above.

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, in any event, 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** might investigate the claim and take over and conduct the legal proceedings in **Your** name. Subject to **Your** consent (which **You** will not be unreasonably withhold) **We** may reach a settlement of the legal proceedings.
- c) Please note that **You** must supply, at **Your** own expense, all of the information which **We** need to decide whether a claim might 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 chosen 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.
- d) 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 if **We** need it.
 - 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) Send in bills for assessment or certification by the appropriate body if asked for by **Us**.
 - vi) Attempt recovery of costs from third parties.
- e) In the event of a dispute arising as to **Advisers' Costs** **We** may require **You** to change **Adviser**.
- f) **The Insurer** will only be liable for **Advisers' Costs** for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- g) **You** will supply all information requested by the **Adviser** and **Us**.
- h) **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**.
- i) **You** must instruct the **Adviser** to give **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 higher 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.

6. Fraud

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

- a) Will not be liable to pay the fraudulent claim
- b) Might recover any sums paid to **You** in respect of the fraudulent claim
- c) Might cancel this policy with effect from the fraudulent act and keep all premiums paid
- 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

Your right to cancel:

You can cancel this insurance at any time by telling **Your** insurance adviser and giving 14 days written notice. If **You** do this within 14 days of taking out this insurance, **You** will get a refund of premium if **You** have not already made a claim under the insurance. If **You** cancel at any time after the first 14 days, **You** will get a refund of premium for the remaining term of this insurance if **You** have not made, and do not intend to make, a claim

The **Insurer's** right to cancel:

The **Insurer** can cancel the insurance by giving 14 days' notice in writing to **You** at the address shown on the schedule, or alternative address given by **You**. **You** will be entitled to a refund of premium proportionate to the unexpired term of this insurance if **You** have not made, and do not intend to make, a claim

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 gives 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** might need 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 send in 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** must tell **Us** straight away of any potential claim or circumstances which might lead to you making a claim. If **You** are not sure whether to tell us or not, it's best to call the **Legal Helpline**. Please note that any avoidable delay in notifying any claim might result in a claim being declined.

Privacy and Data Protection Notice

(For the purpose of this Privacy and Data Protection Notice only, '**We**' means Arc Legal Assistance and the **Insurer**)

Data Protection

We will keep **Your** personal information safe and private. There are laws that protect **Your** privacy and **We** follow them carefully. Under the laws, AmTrust Europe Ltd is the company responsible for handling **Your** information (Data Controller). Here is a simple explanation of how **We** use **Your** personal information. For more information visit AmTrust's website at www.amtrusteurope.com or [Arc's website at www.arclegal.co.uk](http://www.arclegal.co.uk)

What we do with your personal information

We might need to use the information **We** have about **You** for different reasons.

For example, **We** might need it:

- to run through **Our** computerised system to decide if **We** can offer **You** this insurance.
- to help **You** if **You** have any queries or want to make a claim.
- to give **You** information, products or services if **You** ask **Us** to.
- for research or statistics.

We will need it:

- to provide this insurance.
- to contact **You** to ask if **You** want to renew it.
- to protect both **You** and **Us** against fraud and money laundering.
- to comply with the law and any regulations that apply.

There are some types of personal information that are extremely private/ sensitive and important such as information about **your** health or any criminal convictions **You** might have. **We** might need this kind of information to decide if **We** can offer **You** this insurance or to help **You** with a claim. **We** will only use this information for these specific reasons and in line with regulatory conditions.

We might need to share **Your** information with other companies or people who provide a service to **Us**, or to **You** on **Our** behalf. They include companies that are part of **Our** group, people **We** work

with, insurance brokers, **Our** agents, reinsurers, credit agencies, medical professionals, insurance reference bureaus, fraud detection agencies, regulatory authorities and anyone else **We** might need to share it with by law. **We** will only share **Your** information with them if **We** need to and if it is allowed by law.

Sometimes **We** might need to send **Your** information to another country outside of the UK and the EEA (European Economic Area) so that it can be processed, (stored etc). **We** currently send it to the USA and Israel. **We** make sure that **Your** information is always kept safely and treated in line with the law and this notice.

You can tell **Us** if **You** do not want **us** to use **Your** information for marketing. **You** can also ask **Us** to give **You** the information **We** have about **You** and, if there are any mistakes or updates, **You** can ask **Us** to correct them. **You** can also ask **Us** to delete **Your** information (although there are some things **We** cannot delete). **You** can also ask **Us** to give **Your** information to someone else involved in **Your** insurance. If **You** think **We** did something wrong with **Your** information, **You** can complain to the local data protection authority.

We will not keep **your** information longer than **We** need to. **We** will usually keep it for 10 years after **Your** insurance ends unless **We** have to keep it longer for other business or regulatory reasons.

If **You** have any questions about how **We** use **Your** information, **You** can contact **Our** Data Protection Officer. **You** can find their contact details on **Our** website (www.amtrusteurope.com).

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

The **Insurer** is covered by the Financial Services Compensation Scheme (FSCS). If the **Insurer** fails to carry out their 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: 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

You have chosen a **home** emergency policy that can provide you with help in your **home**. **We** will respond with expert help if you have an emergency covered by this policy and send a **contractor** out who will take action to try and put things right.

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 Arc Legal Assistance 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 finding a **contractor**, **we** aren't able to provide you with help relating to day-to-day maintenance of your **home** and its contents.

Important

You must make sure that **your** boiler is serviced regularly in accordance with the manufacturer's instructions. **We** will not pay any claim that is caused by a breakdown of a boiler that has not been serviced during the previous 12 months.

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 intermediary's name to hand. This policy is designed to help **you** during an emergency. It will not cover situations that **you** do not tell **us** about within **48 hours** of the incident.

Call **our** helpline on 0333 234 3516 and quote "**Midas 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.

Some Important Information

- If **we** accept your claim, the claims helpline will find a suitable **contractor** to come to your **home** and try to sort out the emergency. However, the **contractor** must be able to get into **your home** to carry out the **emergency repairs** and not be prevented by bad weather, industrial disputes or lack of public transport.
- The claims helpline service and tradesperson will use their discretion as to when and how the **emergency repairs** are carried out
- The **contractor** will send an invoice for the cost of all work that is 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 above the claims limits or any work not covered by this insurance – **you** will be told about this before any work is carried out.
 - c. Any extra costs for things that **you** ask for such as replacement parts or components which are of better quality than the original replacement parts of components.
- There may be times when replacement parts are unavailable, delayed or are no longer available because of circumstances beyond **our** control. If this happens, **we** will make sure that **your home** is safe.
- If you call in the services of a contractor before **you** make 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 that **your** policy covers it from the information and details provided by you. It might be necessary for **our contractor** to come to **your home**, assess the situation and provide **us** with a report. If this happens, **you** will be asked to leave either credit or debit card details which may be debited if 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 the choice to get emergency help at **your home** even if it's not covered by **your** policy.

Household Buildings and Contents

This insurance policy is designed to offer 24 hour help if **you** have a **home** emergency. It compliments but does not replace either **your** household buildings or contents insurance policy, and there may be times where **your** buildings or contents policy are a better 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 help.

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 the emergency will not be covered by this insurance.

Your emergency must meet the definition of an emergency under the section of cover that **you** are claiming under.

Maintenance of Your Home

You must keep **your home**, including fixtures and fittings, in good working order. This includes boilers which should be maintained in accordance with the manufacturer's recommendations.

Trace and Access

sometimes the **contractor** might need to remove and/or damaging parts of the **home**, fixtures and fittings in order to locate the source of the emergency. 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 give **you** the best possible claims service, **we** will need **your** full co-operation at all times. This may, at **your** own expense, include providing any evidence, documents or receipts that **we** or **our** representative, ask for.

If **your home** emergency claim is accepted, **we** ask that you allow the **contractor** to have access to **your home** within 24 hours of the claim being reported to **us**. If **you** delay and/or prevent the **contractor** from doing this, **we** may not cover **you**.

There might be times where **our contractor** has to order parts that are not available straight away.

Other Similar Insurance

If **you** claim under this policy for something which is also covered by another insurance policy that **you** have, **you** must give **us** 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**.

Data Protection Legislation

The data protection laws in force in the countries where this cover applies at the time of the emergency.

Emergency repairs

Work carried out by an authorised **contractor** to sort out 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** shown in this policy.

Home

Your main permanent place of residence in the United Kingdom, Channel Islands and Isle of Man which is 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 in the **schedule** as the '**insured person**'

Insurer

this insurance is administered by Arc Legal Assistance Limited and underwritten by AmTrust Europe Limited

Intermediary

The regulated person or company that **you** have appointed to arrange this insurance for **you**.

Period of Insurance

The commencement (start) and expiry (end) dates shown on the **schedule**.

Primary Heating System

The main central heating and hot water systems. This does not include any form of renewable energy systems and non-domestic central heating boiler or source.

Schedule

The document which shows the specific details of **your** insurance. This wording and the **schedule** together make up **your** insurance policy.

Temporary Repair, Temporary Resolution

A repair or resolution which will sort out an emergency for at least 72 hours. A **temporary repair** or solution 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.

Territorial Limits

The United Kingdom, the Channel Islands and the Isle of Man.

Uneconomical

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

We, Us, Our

Arc Legal Assistance Limited, 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 if an insured event happens 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 sections 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 or 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> <ol 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> <ol 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"><li data-bbox="818 353 1425 427">1. The cost of any food and drink you have purchased.<li data-bbox="818 450 1317 486">2. The cost of any parking incurred.<li data-bbox="818 509 1105 546">3. The cost of travel.<li data-bbox="818 569 1224 606">4. The cost of entertainment.

General Exclusions

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

1. Any boiler that has not been serviced in the 12 months before it breaks down
2. Circumstances known to **you** prior to the date this insurance began.
3. Any system and/or equipment, including boilers and facilities, which have not been properly installed or maintained in accordance with the manufacturer's instructions.
4. Any claims arising from or relating to appliances.
5. Any system, which has been incorrectly used or modified, or has been tampered with.
6. General wear and tear.
7. Failure or damage caused by faulty or defective design of pipework, for example, delamination found in pitch fibre pipe construction.
8. 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.
9. Any system which is faulty or inadequate as a result of any inherent or recurring manufacture or design defect.
10. Replacement or adjustment to any decorative or cosmetic part of any equipment.
11. Garages, out-buildings, leisure equipment, cesspits, septic tanks, swimming pools or fuel tanks.
12. Wilful act or omission, lack of maintenance or neglect by **you**.
13. 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.
14. Materials or labour charges covered by manufacturers, suppliers or installers guarantee or warranty.
15. 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.
16. 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.
17. Any costs that would be more appropriately recovered under any other insurance.
18. Circumstances which are not sudden or unforeseen.
19. Circumstances where **we** have gone beyond **your** insurance policy's **claim limit** or policy cover.
20. Claims where **our contractor** has advised there is no **emergency repair** available.
21. 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.

Home Emergency - continued

22. 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.

23. Any loss or damage caused by any sort of war, invasion or revolution.

24. Any loss or damage caused by pressure waves caused by aircraft or other flying objects moving at or above the speed of sound.

25. 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

Giving us all the important information

When **your** application for this insurance is accepted, the **insurer** will rely on the information **you** give. **You** must take reasonable care to provide complete and accurate answers to the questions asked when **you** take out, or make changes to, **your** policy. If the information provided by **you** is not complete and accurate the extent of cover may be affected and:

- The **insurer** may cancel **your** policy and refuse to pay any claim or
- The claim might not be paid in full.

We will write to **you** if the **insurer**:

- intends to cancel **your** policy; or
- needs to amend the terms of **your** policy; or requires **you** to pay more for **your** insurance.

If **you** become aware that information **you** have given is incomplete or inaccurate, **you** must inform **us**.

Claims

Telephone conversations may be recorded in case **you** (or **we**) need a record of what has been said

When asking for help you must contact the Claims Helpline Service. If **you** contact the **contractors** directly, the work will not be covered.

There might be times when replacement parts are unavailable, delayed or are no longer available because of circumstances beyond **our** control. If this happens, **we** will make sure that **your home** is safe and, if needed the **contractor** will provide **you** with a quotation for a suitable repair.

Please note that if **you** should use the services of a **contractor** before **you** to make contact with the Claims Helpline Service **you** will be responsible for any costs.

If there is a major emergency which could result in serious damage or serious injury **you** must contact the supply company and/or the public emergency services immediately. Gas leaks must be reported to the local gas company immediately.

Keeping the terms & conditions

You must comply with the terms and conditions of this insurance or **we** won't have to pay any claim.

Recovery of Costs

We may take proceedings (which **we** will pay for) in **your** name to recover any sums paid under this insurance.

Home Emergency - continued

Fraudulent or Exaggerated Claims

If any claim made by **you**, or anyone acting on **your** behalf, under this insurance is fraudulent, deliberately exaggerated or intended to mislead, **we** may:

- not pay **your** claim; and
- recover (from **you**) any payments **we** have already made in respect of that claim; and
- cancel **your** insurance from the time of the fraudulent act; and
- inform the police of the fraudulent act.

If **we** cancel **your** insurance from the time of the fraudulent act, **we** will not pay any claim for any incident which happens after that time and may not return any of the insurance premium(s) already paid.

Sanctions

The **insurer** will not provide cover and/or be liable to pay any claim or provide any benefit under this insurance if doing so would expose them 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 or United States of America.

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

(For the purpose of this Privacy and Data Protection Notice only, '**We**' means Arc Legal Assistance and the **Insurer**)

Data Protection

We will keep **your** personal information safe and private. There are laws that protect **your** privacy and **we** follow them carefully. Under the laws, AmTrust Europe Ltd is the company responsible for handling **your** information (Data Controller). Here is a simple explanation of how **we** use **your** personal information. For more information visit AmTrust's website at www.amtrusteurope.com or Arc's website at www.arclegal.co.uk

What we do with your personal information

We might need to use the information **we** have about **you** for different reasons.

For example, **we** might need it:

- to run through **our** computerised system to decide if **we** can offer **you** this insurance.
- to help **you** if **you** have any queries or want to make a claim.
- to provide **you** with information, products or services if **you** ask **us** to.
- for research or statistics.

We will need it:

- to provide this insurance.
- to contact **you** to ask if **you** want to renew it.
- to protect both **you** and **us** against fraud and money laundering.
- to comply with the law and any regulations that apply.

There are some types of personal information that are extremely private/ sensitive and important such as information about **your** health or any criminal convictions **you** might have. **We** might need this kind of information to decide if **we** can offer **you** this insurance or to help **you** with a claim. **We** will only use this information for these specific reasons and in line with regulatory conditions.

We might need to share **your** information with other companies or people who provide a service to **us**, or to **you** on **our** behalf. They include companies that are part of **our** group, people **we** work with, insurance brokers, **our** agents, reinsurers, credit agencies, medical professionals, insurance reference bureaus, fraud detection agencies, regulatory authorities and anyone else **we** might need to share it with by law. **We** will only share **your** information with them if **we** need to and if it is allowed

by law.

Sometimes **we** might need to send **your** information to another country outside of the UK and the EEA (European Economic Area) so that it can be processed, (stored etc). We currently send it to the USA and Israel. **We** make sure that **your** information is always kept safely and treated in line with the law and this notice.

You can tell **us** if **you** do not want **us** to use **your** information for marketing. **You** can also ask **us** to provide **you** with the information **we** have about **you** and, if there are any mistakes or updates, **you** can ask **us** to correct them. **You** can also ask **us** to delete **your** information (although there are some things **we** cannot delete). **You** can also ask **us** to give **your** information to someone else involved in **your** insurance. If **you** think **we** did something wrong with **your** information, **you** can complain to the local data protection authority.

We will not keep **your** information longer than **we** need to. **We** will usually keep it for 10 years after **your** insurance ends unless **we** have to keep it longer for other business or regulatory reasons.

If **you** have any questions about how **we** use **your** information, **you** can contact **our** Data Protection Officer. **You** can find their contact details on **our** website (www.amtrusteurope.com).

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 considered to be properly issued if it is sent to the last known address of the person intended to receive it.

Take Care

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

Where a **temporary resolution or repair** has been carried out, it will be **your** responsibility to carry out repairs or work to permanently resolve the cause of the emergency. If **you** don't carry out the permanent repair, **we** will not appoint a **contractor** to undertake any more **emergency repairs**.

Home Emergency - continued

Cancellation

Your right to cancel:

You can cancel this insurance at any time telling **your** insurance adviser and giving 14 days written notice. If **you** do this within 14 days of taking out this insurance, **you** will get a refund of premium if **you** have not already made a claim under the insurance. If **you** cancel at any time after the first 14 days, **you** will get a refund of premium for the remaining term of this insurance if **you** have not made, and do not intend to make, a claim.

The **Insurer's** right to cancel:

The **insurer** can cancel the insurance by giving 14 days' notice in writing to **you** at the address shown on the schedule, or alternative address given by **you**. **You** will be entitled to a refund of premium proportionate to the unexpired term of this insurance if **you** have not made, and do not intend to make, a claim

The **Insurer** 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.

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 the laws of England and Wales and subject to the non-exclusive jurisdiction of the courts of England.

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**: Arc Legal Assistance Limited,
PO Box 8921,
Colchester,
CO4 5YD

Email **us** at: customerservice@arclegal.co.uk

Call **us** on: 01206 615000

Please ensure **you** have **your** policy number whenever **you** contact **us**.

We will contact **you** within three days of receiving **your** complaint to let **you** know what action **we** are taking. **We** will try to resolve the problem and provide a response within four weeks. If it will take longer than four weeks **we** will explain the current position and let **you** know when **you** can expect a response.

If **you** are unhappy with the response to **your** complaint, or **you** have not received a response within 8 weeks of the date **your** complaint was received, **you** may be eligible to refer **your** case to the Financial Ombudsman Service, who can review complaints from 'eligible complainants', but **you** must do so within 6 months of receiving a final response from, or on behalf of, the **insurer**. Further information can be found at:

www.financial-ombudsman.org.uk

The Financial Ombudsman Service exists to help resolve complaints when the **insurer** has not been able to resolve matters to **your** satisfaction and the service they provide is free and impartial. Their contact details are as follows:

The Financial Ombudsman Service,
Exchange Tower,
London,
E14 9SR.

Telephone: 0800 023 4567 (calls to this number are free on mobile phones and landline) or 0300 123 9123 (Calls to this number cost no more than calls to 01 and 02 numbers.)

Email: complaint.info@financial-ombudsman.org.uk

This complaints procedure does not affect **your** legal rights.

Compensation Scheme

The **insurer** is covered by the Financial Services Compensation Scheme (FSCS). If **it** fails to carry out its 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 (freephone) 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: 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.

General Claims Conditions

applicable to Sections 1-5 of this insurance

Notification and Conduct of Claims

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.

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.

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**.

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**.

Dual coverage within this Policy

If **You** have chosen both **Buildings** and **Contents** cover, and the loss or damage is covered under both Sections, **We** will pay under only one Section for any one claim.

General Conditions

applicable to Sections 1 – 5 of this insurance

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.

Cancelling Your Cover

- **Your Statutory Cancellation Rights**

You may cancel **Your Policy** within 14 days of receipt of the Policy documents (new business) or the renewal date (the cancellation period) by instructing **Your Broker** to cancel **Your Policy** during the cancellation period.

If cover has not started, **We** will refund the full premium.

If cover has started, **We** will retain an amount of premium in proportion to the time **You** have been on cover and refund the balance to **You** provided no claims have occurred. If any claims have been made **You** will not receive a refund of premium.

If **You** are paying by instalments **You** will either have to continue with the instalment payments until the **Policy** renewal date or **We** may at **Our** discretion deduct the outstanding instalments due from any claim payment made.

- **Cancellation Outside the Statutory Period**

You may cancel **Your Policy** at any time by providing instruction to cancel to **Your Broker**.

Providing **You** have not incurred eligible claims during the period **We** have been on cover, **We** will retain an amount of premium in proportion to the time **You** have been on cover and refund the balance to **You**.

If **You** are paying by instalments **Your** instalment payments will cease and if **You** incur eligible claims **You** will either have to continue with the instalment payments until the **Policy** renewal date or **We** may at **Our** discretion deduct the outstanding instalments due from any claim payment made.

Any premium refund will be calculated in accordance with the above.

- **Our Right of Cancellation**

We or **Your Broker** will provide **You** with a notice of cancellation should **We** or **Your Broker** feel that there is a valid reason to cancel this insurance. Examples of valid reasons include:

- a) non-cooperation / failure to provide information;
- b) misrepresentation that is relevant to **Your** insurance
- c) reasonable suspicion of fraud;
- d) material failure to take reasonable care of **Your** property;
- e) the use of threatening or abusive behaviour or language to **Our** or **Your Broker's** staff;
- f) non-payment of premium.
- g) **You** make a change to **Your** information which renders the risk no longer acceptable for **Us** to insure (Please see General Condition Changes in Circumstances, on page 83 for further information).

This list is non-exhaustive.

General Conditions - continued

In the event **We** or **Your Broker** invoke **Our** right of cancellation, **You** will be given 14 days' written notice, other than where the reason is for non-payment of premium or misrepresentation, when cancellation will be with immediate effect.

If **We** cancel this insurance, **We** will pay **You** a refund of any premium proportionate to the number of days **You** have been on cover except where **We** void or cancel **Your Policy** due to misrepresentation.

Changes in Circumstances

You must notify **Us** as soon as possible of any change which may affect this insurance and in particular any of the following:

- If **You** change **Your** name or **Your** insured address;
- 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 Possessions Sum Insured** changes (if **You** have these sections insured with **Us**);
- 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 avoided.

If **You** are not sure what changes are relevant, please contact **Your** Broker 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 Condition 'Cancelling Your Cover' on page 82

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.

General Conditions - continued

Fraud

All benefits 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.

Excesses

Where an **Excess** is mentioned in a **Clause or Endorsement**, this will replace the appropriate Policy or specific peril **Excess**, unless otherwise specified as an 'additional' **Excess**.

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.

Voluntary **Excesses** always apply in addition to all other **Excesses**.

Governing Law and Language

Your Policy is governed by the law that applies to where **you** reside within the **United Kingdom**. If there is any disagreement about which law applies, English law will apply in which case **you** agree to submit to the exclusive jurisdiction of the courts in England and Wales.

All communications, contractual terms and conditions and other information relating to this Policy will be in English

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.

Misrepresentation

Where **We** identify: misrepresentation, non-disclosure, fraud, or any attempt to gain an advantage under this policy to which you are not entitled, **We** will apply remedies available to **Us** under the law.

Remedies include:

- Amend **Your** Policy to record the correct information,
- Apply any required change in premium, Policy terms and conditions
- Reject or pay only a proportion of **Your** claim
- Not return to **You** any premium paid
- Cancel **Your** Policy
- Void the Policy (which means to treat the Policy as though it never existed).

Other Insurances

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

General Exclusions

applicable to Sections 1 – 5 of this insurance

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:

Asbestos

Any liability arising directly or indirectly out of exposure to inhalation of, or fears of the consequences of exposure to, or inhalation of asbestos fibres or any derivatives of asbestos.

Building Works

- a) renovation, repair or structural Buildings work
- b) the activities of contractors.

Business Use

Any loss or damage to property owned by, held in trust or primarily used in connection with any business, trade or profession, other than **Business Equipment**.

Any legal liability resulting from any business, trade or profession.

Confiscation

Any loss or damage caused by confiscation, detention or seizure by:

- Customs, police or officials
- order of any court of law
- any statutory or regulatory authority.

Damage by Domestic Animals

Any loss or damage caused by domestic animals or pets.

Deception

Any loss or damage suffered by **You** as a result of being deceived into knowingly parting with property unless the deception is only to gain entry to the **Home**.

Deliberate Loss or Damage

Any loss or damage caused, or allowed to be caused, deliberately, wilfully, maliciously, illegally or unlawfully by anyone lawfully in the **Home**.

Electronic Failure / Mechanical Breakdown / Faulty Design

Any loss or damage to or arising from:

- mechanical or electrical breakdown or failure
- faulty design, materials or workmanship.

General Exclusions - continued

Gradual Damage / Deterioration / Maintenance

Any loss or damage caused gradually or by:

- wear and tear, depreciation, infestation, beetle, moths, insects, vermin, corrosion, damp, mould, dry or wet rot or fungus, the effects of light or atmospheric or climatic conditions.
- any process of dyeing, cleaning, alteration, repair, renovation or restoration.

Any costs that arise from the normal use, maintenance and upkeep of **Your** property.

Illegal Activities

Any loss or damage, legal liability of whatsoever nature directly or indirectly caused by or contributed to, by or arising from any part of the premises being used for illegal activities.

Pollution or Contamination

Pollution or contamination unless caused by:

- a) a sudden and unexpected accident which can be identified; or
- b) oil leaking from a domestic oil installation at the premises.

Any loss (including loss of value) of, or damage to the premises.

Radioactive or Nuclear Contamination

- a) ionising radiations or contamination by radioactivity from any irradiated fuel or from any nuclear waste from the combustion of nuclear fuel.
- b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component.

Reduction in Value

Any reduction in market value of the property insured following repair or replacement paid for under this Policy.

Sanctions

This Policy will not provide any insurance cover or benefit, and **We** will not pay any sum, if doing so would mean that **We** are in breach of any sanction, prohibition or restriction imposed by any law or regulation applicable to **Us**.

If any such prohibition or restriction takes effect during the **Period of Insurance**, **We** may cancel this Policy immediately by giving **You** written notice at **Your** last known address. If **We** cancel the Policy, **We** will refund premiums already paid for the remainder of the current **Period of Insurance**, provided no claims have been paid or are outstanding.

Sonic Bangs

Any loss or damage by pressure waves caused by aircraft or other aerial devices travelling at sonic speed or supersonic speeds.

General Exclusions - continued

Terrorism

1. Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom or other loss, damage or additional expense following on from the event for which **You** are claiming;
2. Any legal liability of whatsoever nature;
3. Death or injury to any person directly or indirectly caused by or contributed to, by or from biological or chemical contamination due to or arising from:
 - (i) terrorism; and/or
 - (ii) steps taken to prevent, suppress, control or reduce the consequences of any actual attempted, threatened, suspected or perceived terrorism.

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

- (iii) the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- (iv) putting the public or any section of the public in fear; in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

Virtual Currencies

Any loss or damage to any virtual currencies including but not limited to crypto-currency, including fluctuations in value.

War Exclusion

Any loss of damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurping power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

Regulatory Notices and Information

applicable to Sections 1 – 5 of this insurance

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

MDSCO Limited 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?

MDSCO Limited trading as Midas 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@midasmga.com

or in writing to The Data Protection Officer, MDSCO Limited, 1st Floor, Premier House, Carolina Court, Doncaster, DN4 5RA.

Please advise **Us** of as much detail as possible to comply with **Your** request.

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.

Regulatory Notices and Information - continued

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**.

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 MDSCO Group, third parties (for example insurers or loss adjustors) 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.

Regulatory Notices and Information - continued

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/>

Midas is a trading style of MDSCO Limited.

MDSCO Limited, Registered Office: 1st Floor, Premier House, Carolina Court, Doncaster, DN4 5RA. (Company Number:15572944).MDSCO Limited is an Appointed Representative of URIS Group Limited, Registered Office: 1st Floor, Premier House, Carolina Court, Doncaster, DN4 5RA. (Company number: 2461657). URIS Group Limited are Authorised and Regulated by the Financial Conduct Authority. FCA Register No. 307332