



kit and
home
insurance

policy wording



TRINITY

INTRODUCTION

This policy wording, **schedule** and any **endorsement** forms **your** insurance **policy**. This **policy** sets out the conditions of the contract of insurance between **you** and **us**. **You** should keep it in a safe place.

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

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

The **policy** relates ONLY to those sections of the **policy** which are shown in the **schedule** as being included.

Please note that **we** do not check any information provided by **you** and we rely on **you** to provide **us** with complete and accurate information. **You** must take reasonable care to provide complete and accurate answers to questions **we** ask when **you** take out, make changes to, or renew your **policy**. If **you** fail to do so, **your policy** may be void, or may be cancelled, or **your** claim may be rejected or not fully paid. If **you** are in doubt as to whether **you** have answered any questions completely and accurately, **you** should check **your** records rather than guess.

If **you** filled in a proposal form, we will send **you** a copy of it if **you** request it. If **you** did not fill in proposal form **you** should already have a copy of all the information **you** gave **us**. **You** must check this information carefully and let **us** know immediately if any part of the information **you** gave **us** is wrong.

At inception of this **policy** **you** must be either a serving member of HM Armed Forces or Reservist, or a civilian on attachment to HM Forces or employed by an affiliate MOD organisation.

Please read the whole **policy** carefully. It is arranged in different sections. It is important that:

- **You** are clear which sections **you** have requested and want to be included;
- **You** understand what each section covers and does not cover;
- **You** understand the exclusions under each section and the general exclusions under the **policy** as a whole;

- **You** understand **your** own duties under each section and under the **policy** as a whole. Please contact **Trinity Insurance Services** immediately if this document is not correct or if **you** would like to ask any questions.

Cooling off period

You may cancel this **policy** within 14 days of **you** buying this **policy** or the day on which **you** receive the documents whichever is later. **We** will provide a full refund of the premium paid. **We** can decide not to refund any premium if **you** have made a claim on this insurance.

Details about our regulator

We are authorised by the Prudential Regulation Authority and regulated by the Prudential Regulation Authority and Financial Conduct Authority, register number 307068. The Financial Services Register, which includes details of all regulated firms, can be found at www.fca.org.uk/register or by calling 0800 1116768.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if **we** are unable to meet our liabilities under this **policy**. Further information can be obtained from the Financial Services Compensation Scheme at: 10th Floor, Beaufort House, 15 St. Boltoph Street, London EC3A 7QU. Tel: 0800 678 1100. Online: www.fscs.org.uk

Customer Service

Making a Complaint

We aim to provide a professional, first class service. If however, **you** are not satisfied and have a complaint about the service, sale or administration of **your policy** please contact:

Trinity Insurance, 1 Old Market Avenue, Chichester, West Sussex, PO19 1SP
Tel: 01243 817777
Email: hello@talktotrinity.com

If **your** complaint is in respect of the handling of a claim or the cover provided please contact:

Arch Insurance Company (Europe) Limited, 5th Floor, Plantation Place South, 60 Great Tower Street, London, EC3R 5AZ.
Telephone: 0207 621 4500

If **you** remain dissatisfied, **you** may refer to the Financial Ombudsman Service, which is an independent body that arbitrates on complaints. They can be contacted at:

Financial Ombudsman Service, Exchange Tower, London, E13 9SR.
Telephone: 0800 023 4567 (for landline users) 0300 123 9123 (for mobile users)

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

In all communications the certificate number appearing in the **schedule** should be quoted. Referral to the Financial Ombudsman Service will not affect **your** statutory rights.

DATA PROTECTION NOTICE

In this notice **we**, **us** and **our** means Trinity Insurance Services Limited and the insurers who underwrite **your policy** – each a separate data controller in respect of **your** personal data. **Your** personal data means any information **we** hold about **you**, and any information **you** give **us** about anyone else, including, identification details, financial information, **policy** information, credit and anti-fraud data and information about previous and current claims. Personal data processed may include sensitive personal data (e.g. health data) and criminal convictions data. Please read this notice carefully as it contains important information about **our** use of **your** personal data. Please note that if **you** decline to provide information when requested or **you** give **us** false or inaccurate information this could give **us** the right to void **our** insurance **policy** with **you** or it could impact **your** ability to claim.

Security of **your** data is very important to **us**. **We** will ensure that **your** data is processed with appropriate security measures in place. **We** will collect and process data about **you** and any other persons **insured** under the **policy**, as necessary for performance of the **policy**, or at **your** request prior to entering into the **policy**, or in order to provide **you** with **our** services in accordance with **our** legitimate interests. These interests include but are not limited to administering **your policy**, improving **our** service, preventing financial crime, general risk modelling and analysis and transferring books of business.

In some circumstances, **we** may need to collect and use sensitive personal data (e.g. health data) or information relating to criminal convictions and offences. Where this is required, unless another ground applies, **we** may need **your** consent to this processing. **You** may withhold or withdraw **your** consent, or ask **us** not to continue processing at any time by contacting **us** using the details below. However if **you** do this, **we** may be unable to process **your** enquiry or claim or continue to provide **you** with insurance.

We will exchange data about **you** with other parties in order to provide **you** with and administer this insurance and any claims. This may include **your** intermediary (if **you** used one), their supplier, the insurers, service suppliers, underwriting agents, credit reference agencies, anti-fraud databases, solicitors, claims administrators and their suppliers and agents, public and regulatory bodies. Depending on the circumstances, this may involve a transfer of data outside the UK and the European Economic Area ("EEA") to countries that have data protection laws not equivalent to those in the UK or the EEA. Any such transfer will be made with appropriate contractual safeguards in place and **you** can obtain a copy of these by contacting **us** using the details below. **We** will not use **your** data or pass it to any other party for marketing products or services to **you** unless **you** have given consent.

We will not keep **your** data for longer than necessary. **We** will delete data about **you** within eight years after **your** cover ends, though for some types of insurance, **we** may be required to retain data for longer due to **our** legal or regulatory obligations.

You have the right to access a copy of **your** personal data held by **us** (and have this transferred to a third party) or request rectification of **your** personal data if it is inaccurate or incomplete. In certain circumstances, **you** also have the right to object to the processing of **your** personal data, to request erasure of **your** personal data or to restrict **our** use of **your** personal data. If **you** wish to exercise **your** rights about how **we** process **your** data, please write to **The Data Protection Officer, Trinity Insurance, 1 Old Market Avenue, Chichester, West Sussex, PO19 1SP**, or email hello@talktotrinity.com

Please advise **us** of as much detail as possible to enable **us** to deal with **your** request.

If **you** are not satisfied with the way **we** have managed **your** personal data, **you** may complain to the Information Commissioners Office. **You** can contact them by: Visiting the website www.ico.org.uk/concerns or alternatively telephoning on 0303 123 1113

DEFINITIONS

Wherever the following words appear in this **policy** they will have the meanings shown below.

| | |
|--------------------------|--|
| Bodily injury | Bodily injury includes death or disease. |
| Contents | Household goods and personal possessions which belong to you or for which you are legally responsible, within the home . Contents includes: <ul style="list-style-type: none">* Tenant's fixtures and fittings.* Radio and television aerials, satellite dishes, their fittings and masts which are attached to the home. Contents with limits: <ul style="list-style-type: none">* Property in the open but within the premises up to GBP250 in total (other than radio and television aerials, satellite dishes, their fittings and masts which are attached to the home).* Money up to GBP500 in total.* Credit cards up to GBP500 in total.* Deeds and registered bonds and other personal documents up to GBP1,500 in total.* Stamps or coins forming part of a collection up to GBP1,250 in total.* Domestic oil in fixed fuel oil tanks up to GBP1,000.* Valuables up to GBP2,500 or 10% of the contents sum insured. Contents does not include: <ul style="list-style-type: none">* Motor vehicles (other than garden machinery) caravans, trailers or watercraft or their accessories. This definition exclusion does not include headlight sets or wheels/tyres stored in a home in Germany in order that you can comply with German motoring regulations, these will be covered up to GBP500.* Any animal, plant or tree.* Any part of the buildings.* Any property held or used for business purposes.* Any property covered under any other insurance.* Mobile phones (These can be covered under Section Two Valuables and Personal Possessions). |
| Credit cards | Credit cards , charge cards, debit cards, bankers cards and cash dispenser cards. |
| Domestic employee | A person employed by you to carry out domestic duties in connection with your home and not employed by you in connection with any business trade or profession. Unless expressly stated in the schedule "domestic employees" does not include agency workers. |
| Endorsement | A change in the terms and conditions of this policy . |
| Excess | The first amount of each claim you have to pay or are responsible for. |
| Home | The private dwelling, married quarters or service accommodation and the garages and outbuildings used for domestic purposes at the premises shown in the schedule . |

DEFINITIONS (continued)

| | |
|--|--|
| Money | <ul style="list-style-type: none">* Current legal tender, cheques, postal and money orders.* Postage stamps not forming part of a stamp collection.* Saving stamps and saving certificates, travellers cheques.* Premium bonds, luncheon vouchers and gift tokens.* Travel tickets and petrol coupons.* Telephone cards. All held for private or domestic purposes. |
| Period of insurance | The length of time for which this insurance is in force, as shown in the schedule and for which you have paid and we have accepted a premium. |
| Personal possessions | Clothing (including motor cycling clothing), baggage, jewellery, portable electrical items, musical instruments, spectacles, sports equipment, cameras, watches and other similar items normally carried about the person and all of which belong to you . Personal possessions does not include: <ul style="list-style-type: none">* Money and credit cards.* Pedal cycles.* Model aircraft, boats or drones.* Mobile phones over £500 (unless specified in the schedule). |
| Policy | This policy wording, schedule and any endorsement . This sets out the conditions of the contract of insurance between you and us . |
| Premises | The buildings on and the land within the boundaries of the address which is stated in the schedule . |
| Schedule | The schedule is part of this insurance and contains details of you , the premises , the sums insured, the period of insurance and the sections of this policy which apply. |
| United Kingdom | The ' United Kingdom ' will include England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands, and journeys between these countries. |
| Valuables | Jewellery, watches, furs, curios, works of art, gold, silver or other precious or semi-precious metals or stones, or articles composed wholly or in part of any of them; collections or sets of objects whose value lies in the existence of the collection or set rather than an individual item of it. |
| Unoccupied/ unoccupancy | Not having been lived in by you for a period exceeding 60 consecutive days. |
| We / us / our | Arch Insurance Company (Europe) Limited. |
| You / your / insured | The person or persons named in the schedule and all members of their family who permanently live in the home . |
| Your broker / insurance adviser | Trinity Insurance Services Limited |

GENERAL CONDITIONS APPLICABLE TO SECTIONS ONE TO SIX OF THIS INSURANCE

Each **home** included under this **policy** is considered to be covered as if separately insured.

A) Cancellation clause

- * **We** can cancel this **policy** by giving **you** 30 days' notice in writing. Any return premium due to **you** will depend on how long this **policy** has been in force.
- * **You** can also cancel this **policy** at any time by writing to **your broker** or **insurance adviser**. Any return premium due to **you** will depend on how long this insurance has been in force and whether **you** have made a claim.

B) Contracts (rights of third parties) act 1999 clarification clause

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

C) Law applicable to this insurance

The parties are free to choose the law applicable to this **policy**. Unless specifically agreed to the contrary this **policy** shall be subject to English Law.

D) Your duties

- 1) **You** must take all reasonable steps to prevent loss, damage or an accident and keep the buildings in a good state of repair.
- 2) **You** must tell **your broker** or **insurance adviser** immediately if **you**:
 - * Stop using the **home** as **your** permanent private residence.
 - * Leave the **home** without an occupant for any amount over 60 consecutive days.
 - * Change **your** address.
 - * Cease to be employed by HM Forces or equivalent Ministry of Defence or affiliated organisation.
- 3) **You** must tell **your broker** or **insurance adviser** before **you** start any conversions, extensions or other structural work to the buildings. When **we** receive this notice **we** have the option to change the conditions of this insurance or amend the premium charged.

E) Sanction Limitation and Exclusion Clause

We shall not provide any benefit under this **policy** to the extent of providing, payment of any claim or the provision of any benefit where doing so would breach any prohibition or restriction imposed under United Nations resolutions or the trade or economic sanction, law or regulations of the European Union, **United Kingdom** or United States of America.

F) Unoccupancy

Please be aware that cover is reduced for any periods of **unoccupancy** exceeding 60 days. Please refer to the exclusions under Section 3 **Contents**, Causes 4, 6 and 8 and Extra Benefits A and B.

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

CLAIMS CONDITIONS APPLICABLE TO THIS POLICY

Your duties

In the event of a claim or possible claim under this insurance.

1) **You** must notify:

Davies Group
PO Box 2801
Stoke on Trent
ST4 9DN

Telephone: 0344 856 2429

as soon as possible giving full details of what has happened.

- 2) **You** must provide the Claims Centre with written details of what has happened within 30 days of the event or, if **you** are on active duty at the time of the event, within 30 days of your return from active duty. **You** must also provide any other information that **we** may reasonably require including proof of ownership and value.
- 3) **You** must immediately forward to the Claims Centre, if a claim for liability is made against **you**, any letter, claim, writ, claim form or other legal document **you** receive.
- 4) **You** must inform the Police or military police as soon as possible following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property.
- 5) **You** must not admit liability, offer or agree to settle any claim without **our** prior written permission.
- 6) **You** must retain damaged goods that are subject of a claim as **we** may require them for salvage/assessment.

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

HOW WE DEAL WITH YOUR CLAIM

1) Defence of claims

We may:

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

2) Other insurance

We will not pay any claim if any loss, damage or liability covered under this **policy** is also covered totally or partly under any other insurance except for any **excess** beyond the amount which would have been covered under the other insurance if this **policy** did not exist.

3) Fraudulent claims

If **you**, or anyone acting on **your** behalf, make a claim knowing it to be false or fraudulent in amount or in any other respect, this **policy** shall be invalid and all claims shall be forfeited.

GENERAL EXCLUSIONS APPLICABLE TO SECTIONS ONE TO SIX OF THIS INSURANCE

The following exclusions apply to the whole of **your** insurance.

A) Aircraft pressure waves

We will not pay for loss, destruction or damage directly occasioned by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

B) Biological, chemical, or nuclear contamination exclusion endorsement

We will not pay for:

- 1) Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
- 2) Any legal liability of whatsoever nature;
- 3) Death or injury to any person;

Directly or indirectly caused by or contributed to by or arising 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 any act(s) of any person(s) or organisation(s) involving:

- a) the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- b) putting the public or any section of the public in fear,

In circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

C) Loss in value

We will not pay for any reduction in value of the property insured following repair or replacement paid for under this **policy**.

D) Electronic data exclusion

We will not pay for:

- 1) Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
- 2) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to or arising from:
 - i) computer viruses, erasure or corruption of electronic data;
 - ii) the failure of any equipment to correctly recognise the date or change of date;

For the purposes of this exclusion "computer virus" means a corrupting instruction from an unauthorised source that propagates itself via a computer system or network.

E) Existing and deliberate damage

We will not pay for loss or damage:

- 1) occurring before cover starts or arising from an event before cover starts.
- 2) caused deliberately by **you** or any person legally residing at the **premises** named in the **schedule**.

F) Radioactive contamination and explosive nuclear assemblies exclusion

This **policy** will not pay for:

- 1) Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom.
- 2) Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - i) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
 - ii) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

G) War and civil war exclusion clause

Not with standing anything to the contrary contained here in this **policy** does not cover loss or damage 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 usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

H) Indirect loss or damage

We will not pay for any losses that are not directly associated with the incident that caused **you** to claim unless expressly stated in this **policy**.

I) Wear and tear

We will not pay for damage caused by wear and tear or any other gradually operating cause.

SECTION ONE

MILITARY SERVICE UNIFORM, EQUIPMENT, AND KIT

What is covered

This insurance covers

* Military service uniform, equipment and kit issued to **you** on a permanent basis for **your** sole personal use and for which **you** are personally responsible for, **your** medals or decorations against any physical loss or damage anywhere in the world up to the sums insured stated in the **schedule**.

* Military issued service uniform, equipment and kit issued to you on a temporary basis up to GBP 25,000 for your sole personal use for which you are personally responsible for against any physical loss or damage anywhere in the world

Limit of Insurance

We will not pay more than the sum insured shown in the **schedule**.

What is not covered

We will not pay

- a) the **excess** shown on the **schedule** in respect of every claim.
- b) any amount over GBP 5,000 for any one item unless stated otherwise in the **schedule** or the specification(s) attached to the **schedule**.
- c) any amount over GBP500 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended.
- d) for damage caused by moth or vermin.
- e) for damage from electrical or mechanical faults or breakdown.
- f) for damage to guns caused by rusting or bursting of barrels.
- g) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon.

SECTION TWO

VALUABLES AND PERSONAL POSSESSIONS

What is covered

This insurance covers

* **Valuables** and **personal possessions**, listed in the **schedule** (or specification(s) attached) against physical loss or damage anywhere in the world.

Limit of Insurance

We will not pay more than the sum insured shown in the **schedule**.

What is not covered

We will not pay

- a) the **excess** shown on the **schedule** in respect of every claim.
- b) any amount over GBP1,500 for any one item unless stated otherwise in the **schedule** or the specification(s) attached to the **schedule**.
- c) for damage caused by moth or vermin.
- d) for damage from electrical or mechanical faults or breakdown.
- e) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon.
- f) for damage to guns caused by rusting or bursting of barrels.
- g) for breakage of any sports equipment whilst in use.
- h) for any loss of or damage to contact, corneal or micro corneal lenses.
- i) for theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under **your** personal supervision.
- j) any amount over GBP1,000 in total in respect of theft or disappearance of property from any vehicle when such vehicle is left unattended.
- k) any amount over GBP2,000 in total in respect of theft or disappearance of jewellery from hotel or motel rooms during **your** absence from such rooms.
- l) any amount over GBP500 for portable electronic equipment unless stated otherwise in the **schedule** or specification attached to the **schedule**.
- m) for damage or breakage to any motorcycle clothing and accessories whilst the motorcycle is in use.
- n) for loss of or damage of items left deliberately unattended unless necessitated by or in the course of military duty.
- o) for theft or disappearance of jewellery from baggage unless such baggage is carried by hand and under your personal supervision.

SECTIONS ONE AND TWO Conditions that apply to sections one and two (Military service uniform, equipment and kit, valuables and personal possessions) only

SETTLING CLAIMS

How we deal with your claim

Mobile Phones

We will at our option either

- 1) Repair your mobile phone, or
- 2) Replace your mobile phone with a product of the same or a similar specification, as determined by us. This might be a different colour or model from a different manufacturer. It may be new, re-furbished, re-manufactured or re-packaged by a repair centre approved by us, or
- 3) Offer a cash settlement based upon value of your mobile phone at the time of loss.

Where a replacement phone is provided which has been re-manufactured or re-furbished and proves to be faulty within the period for which your original phone would have been covered by the manufacturer's warranty we will at our option either

- 1) Repair your replacement mobile phone
- 2) Replace your replacement mobile phone with a product of the same or a similar specification, as determined by us. This might be a different colour or model from a different manufacturer. It may be new, re-furbished, re-manufactured or re-packaged by a repair centre approved by us.

This cover shall last for a minimum period of 90 days, up to a maximum period of 24 months from the date we send your replacement mobile phone to you.

As part of our assessment of your claim, it might be the case that we request additional information to support your claim. This could include, but would not be limited to, proof of ownership, confirmation of the blocking of your device via your network operator, and evidence that you have reported the loss or theft of your device to the police or relevant authority

All other claims

- 1) We will at our option repair, replace or pay for any article lost or damaged.
- 2) If any insured item which is part of a pair or set and has a sum insured of GBP1,500 or over:
 - i) we will not pay for the cost of replacing any undamaged or remaining items that form part of such pair or set.
 - ii) we will not pay more than the proportion that the lost or damaged item bears to the value of such pair or set.

Your sum insured

If the total value of unspecified items at the time of the loss or damage is more than your sum insured for such items, then we will only pay for a proportion of the claim. For example if your sum insured only represents one half of the total value of unspecified items we will only pay one half of the cost of repair or replacement. However, if personal possessions are lost or damaged away from the home we will not take account of the value of personal possessions in the home at the time of such loss or damage.

Limit of Insurance

We will not pay more than the sum insured shown in the schedule.

SECTION THREE

CONTENTS

Your schedule will show you if this cover applies

What is covered

We will pay for loss or damage to your contents at your premises during the period of insurance caused by the following

- 1) Fire, smoke, lightning, explosion or earthquake.
- 2) Aircraft and other flying devices or items dropped from them.
- 3) Storm, flood or weight of snow.
- 4) Escape of water from fixed water tanks, apparatus or pipes.
- 5) Escape of oil from a domestic fixed oil-fired heating installation and smoke damage caused by a fault in any fixed domestic heating installation.

- 6) Theft or attempted theft.

- 7) Collision by any vehicle or animal.

- 8) Any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously.

- 9) Subsidence or heave of the site upon which the buildings stand or landslip.

- 10) Falling trees, telegraph poles or lamp-posts.

What is not covered

We will not pay the excess shown on the schedule in respect of every claim. We will not pay

- a) for any property left in the open.

- a) for loss or damage caused by faulty workmanship.
- b) for loss or damage while the premises is unoccupied.

- a) for loss or damage caused by faulty workmanship.

- a) for loss or damage whilst the home is lent, let or sublet unless the loss or damage is caused by a violent and forcible entry.

- b) for loss or damage while the premises is unoccupied.

- c) more than GBP750 for contents within detached domestic outbuildings and garages.

- a) for loss or damage caused by domestic pets.

- a) for loss or damage while the premises is unoccupied.

- a) for loss or damage following damage to solid floors unless the walls of the private dwelling are damaged.
 - at the same time by the same event.
 - b) for loss or damage arising from faulty design, specification, workmanship or materials.
 - c) for loss or damage which but for the existence of this insurance would be covered under any contract.
 - d) for loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions.
 - e) for loss or damage by coastal or river erosion.

- a) for loss or damage caused by trees being cut down or cut back within the premises.

SECTION THREE

CONTENTS (continued)

| What is covered | What is not covered |
|--|---|
| Extra benefits included within contents cover | |
| | We will not pay the excess shown on the schedule in respect of every claim. We will not pay |
| A) accidental damage to <ul style="list-style-type: none"> * televisions * audio and video equipment * computer equipment all situated within the home . | a) for damage or deterioration caused in the process of cleaning, repair, renovation or dismantling. b) for damage to tapes, records, cassettes, discs or computer software. c) for mechanical or electrical faults or breakdown. |
| B) accidental breakage of <ol style="list-style-type: none"> 1) fixed glass and double glazing sanitary ware forming part of the buildings which you are legally liable for as a tenant and do not have other insurance for. 2) mirrors. 3) glass tops and fixed glass in furniture. 4) ceramic hobs. | a) for the cost of repairing, removing or replacing frames. b) loss or damage while the premises is unoccupied . |
| C) Temporary Removal the contents , if these are not already insured, whilst they are temporarily out of the home against loss or damage directly caused by any of the events insured under numbers 1-10 in section three while the contents are: <ol style="list-style-type: none"> 1) in any occupied private dwelling. 2) in any buildings where you are living or working or studying. 3) in any building for valuation, cleaning or repair. 4) in any Ministry of Defence building. | a) for money or credit cards . b) for loss or damage to valuables or documents. c) for contents in storage. d) for theft unless it involves forcible and violent entry or exit from a building. e) for the first GBP250 of any one claim within 3 months of inception of this policy . f) for contents during the course of removal to a new home . g) for any amount exceeding the contents sum insured in the schedule or a maximum of GBP7500, whichever is the lesser. |
| D) Contents in Storage the contents in storage, if these are shown as covered in the schedule , against loss or damage directly caused by any of the events insured under numbers 1-10 in section three, whilst in a Ministry of Defence approved furniture storage depository for a furniture storage depository (or a furniture storage facility that has not been approved by the Ministry of Defence, provided prior agreement has been obtained from insurers). | a) for money or credit cards . b) for loss or damage to valuables or documents. c) for the first GBP250 of any one claim within 3 months of inception of this policy . d) for theft unless it involves forcible and violent entry or exit to the insured's storage depository. |

SECTION THREE

CONTENTS (continued)

| What is covered | What is not covered |
|---|---|
| | We will not pay the excess shown on the schedule in respect of every claim. We will not pay |
| E) Deeds and Documents deeds, certificates, bonds or other personal documents, while lodged by you in a bank safe deposit against loss or damage directly caused by any of the events insured under numbers 1-10 in section three. Our liability is limited to the legal and clerical costs incurred by you in reinstatement of the documents. | a) loss or damage to money b) any amount exceeding £2,500 |
| F) Contents Removal accidental loss or damage to contents during the course of removal to your new home by a professional removal company or military transport authorities. Cover only applies where you have attempted and been unsuccessful in recovering from the removal company or military transport authority. | a) for money or credit cards . b) for loss or damage to valuables or documents. c) for loss or damage, whilst in transit, from denting, chipping or scratching unless packed by professional removers. d) for the first GBP250 of any claim within 3 months of inception of this policy . e) for theft whilst the property is in transit unless the removal vehicle is stolen at the same time. f) for loss or damage due to mechanical or electrical breakdown or failure. g) for accidental damage to washing machines due to the failure to secure the drum prior to transportation. |
| G) Costs of using other accommodation, substantially the same as your existing accommodation, which you have to pay for if the home cannot be lived in following loss or damage which is covered under section three Contents . | any amount over 35% of the sum insured under section three for the contents of the buildings damaged or destroyed. |
| H) Up to twelve months rent you have to pay as occupier if the buildings cannot be lived in following loss or damage which is covered under section three Contents . | any amount over 35% of the sum insured under section three for the contents of the buildings damaged or destroyed. |
| I) 1) Licence to Occupy - Service Family Accommodation (SFA), Substitute Service Family Accommodation (SSFA). We will pay up to a maximum of £20,000 for any one claim that you become liable to pay as the licensee arising from: | a) any amount over £20,000. b) for any claim usually excluded by What is not covered, under any of the events insured under section three Contents . c) loss or damage arising from subsidence, heave or landslip. d) loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously. |
| i) damage to the buildings, fixtures or fittings of the home caused by any of the events insured under section three Contents . | |

SECTION THREE

CONTENTS (continued)

| What is covered | What is not covered |
|--|--|
| | <p>We will not pay the excess shown on the schedule in respect of every claim.</p> <p>We will not pay</p> |
| <p>ii) accidental damage to cable drain inspection covers or underground drains pipes or tanks providing a service to or from the home;</p> <p>iii) accidental breakage of;</p> <p>1) fixed glass in:</p> <ul style="list-style-type: none"> • windows • doors • fanlights • skylights • greenhouses • conservatories • verandahs <p>2) fixed ceramic hobs or hob covers.</p> <p>3) fixed sanitary ware and bathroom fittings.</p> | <p>e) for loss or damage caused by</p> <p>i) caused by chewing, scratching, tearing or fouling by domestic pets;</p> <p>ii) caused by insects or Vermin;</p> <p>iii) to interior decorations unless the damage is caused by fire or flood.</p> <p>f) charges in relation to cleaning.</p> <p>g) loss or damage to gates, hedges and fences.</p> |
| <p>Caused during the period of insurance</p> | |
| <p>I) 2) Licence to Occupy - Single Living Accommodation (SLA), Mess Accommodation or equivalent accommodation</p> <p>We will pay up to a maximum of £20,000 for any one claim that you become liable to pay as the occupier arising from:</p> <p>i) damage to the buildings, contents, fixtures or fittings of the home caused by any of the events insured under section three Contents during the period of insurance</p> | <p>a) any amount over £20,000.</p> <p>b) for any claim excluded under What is not covered, under any of the events insured under section three Contents.</p> <p>c) loss or damage arising from subsidence, heave or landslip.</p> <p>d) loss or damage caused by any person taking part in a riot, violent disorder, strike, labour disturbance, civil commotion or acting maliciously.</p> <p>e) for loss or damage caused by</p> <p>i) caused by chewing, scratching, tearing or fouling by domestic pets;</p> <p>ii) caused by insects or Vermin;</p> <p>iii) to interior decorations unless the damage is caused by fire or flood.</p> <p>f) charges in relation to cleaning.</p> <p>g) loss or damage to gates, hedges and fences.</p> |
| <p>J) The cost of repairing accidental damage to</p> <p>1) domestic oil pipes,</p> <p>2) underground water-supply pipes,</p> <p>3) underground sewers, drains and septic tanks,</p> <p>4) underground gas pipes,</p> <p>5) underground cables,</p> <p>which you are legally liable for as tenant only.</p> | |

SECTION THREE

CONTENTS (continued)

| What is covered | What is not covered |
|---|--|
| | <p>We will not pay the excess shown on the schedule in respect of every claim.</p> <p>We will not pay</p> |
| <p>K) Fatal injury to you caused by fire, lightning and explosion at the premises or assault elsewhere within the United Kingdom provided that death ensues within twelve months of injury. We will pay</p> <p>1) GBP10,000 for each insured person over sixteen years of age.</p> <p>2) GBP5,000 for each insured person under sixteen years of age, at the time of death.</p> | |
| <p>L) Costs you have to pay for replacing locks to safes, alarms and outside doors in the home following theft or loss of your keys.</p> | <p>a) any amount over GBP250 in any one period of insurance.</p> |
| <p>M) Increased domestic metered water charges you have to pay following an escape of water which gives rise to an admitted claim under What is covered, 4, of section three.</p> | <p>a) more than GBP750 in any one period of insurance.</p> |
| <p>N) Gifts for wedding, anniversary, birthday, religious or other celebration gifts bought by you but not yet given.</p> <p>This cover applies one month prior to and/or one month after the occasion occurs.</p> | <p>a) for loss or damage or any proportion of loss or damage which we specifically exclude elsewhere under section three.</p> <p>b) up to GBP3,000 during the period of insurance.</p> |
| <p>O) The cost of replacing your food in your refrigerator or freezer if it is spoiled due to a change in temperature or contaminated by refrigeration fumes.</p> | <p>a) for loss or damage caused by any electricity or gas company cutting off or restricting your supply.</p> <p>b) for loss or damage due to the failure of your electricity or gas supply caused by a strike or any other industrial action.</p> <p>c) more than GBP1,000 in total.</p> |
| <p>P) Contents at college, university or boarding school</p> <p>You and your family's contents are covered for loss or damage whilst you are away at university within the UK and the Isle of Man for loss or damage covered by Section 3, Items 1-10. However, for theft of your contents the theft must be from:</p> <ul style="list-style-type: none"> * Any bank or safe deposit, or while you or any member of your family are studying at or living in temporarily; or * Any other building if there are visible signs that force or violent means were used to get into or out of the building. | <p>a) The most we will pay for any one incident is GBP2,500.</p> <p>b) for loss or damage due to theft or attempted theft unless it is caused by a violent and forcible entry</p> <p>c) Loss or damage:</p> <ul style="list-style-type: none"> * Caused by theft or attempted theft from an unlocked hotel room, motel room, bed and breakfast bedroom or other similar temporary lodging; * Caused by storm, flood or malicious damage to items not in a building; * During removals; or * Whilst outside of university term time. <p>d) for anything excluded under Section 3, Items 1-10</p> <p>e) for loss or damage to money.</p> |
| | <p>Please note – All contents must be brought home during the holidays. The room door must have its own</p> |

SECTION THREE

CONTENTS (continued)

| What is covered | What is not covered |
|---|--|
| | <p>We will not pay the excess shown on the schedule in respect of every claim.</p> <p>We will not pay</p> |
| Accidental damage to the contents within the home . | <p>a) any claim for mobile phones unless specified in the schedule.</p> <p>b) for damage or any proportion of damage which we specifically exclude elsewhere under section three.</p> <p>c) for damage to contents within garages and outbuildings.</p> <p>d) for damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon.</p> <p>e) for damage caused by chewing, tearing, scratching or fouling by your domestic animals.</p> <p>f) any amount over GBP1,000 in total for porcelain, china, glass and other brittle articles.</p> <p>g) for money, credit cards, documents or stamps.</p> <p>h) for damage to contact, corneal or micro corneal lenses.</p> <p>i) for damage while the home is lent, let or sub let.</p> <p>j) for damage caused by insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost.</p> <p>k) for damage arising out of faulty design, specification workmanship or materials.</p> <p>l) for damage from mechanical or electrical faults or breakdown.</p> <p>m) for damage caused by dryness, dampness, extremes of temperature and exposure to light.</p> <p>n) for any loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination.</p> |

Continued.

SECTION THREE

CONTENTS (continued)

| What is covered | What is not covered |
|---|---|
| | <p>We will not pay the excess shown on the schedule in respect of every claim.</p> <p>We will not pay</p> |
| Accidental damage to the contents within the home . | <p>o) for loss or damage whilst in a furniture depository or any other storage facility (whether temporary or otherwise).</p> <p>p) for any loss or damage caused by, contributed to by or arising from any kind of pollution and /or contamination.</p> <p>r) for loss of damage while the premises is unoccupied.</p> |

SETTLING CLAIMS

| How we deal with your claim | Your sum insured |
|--|---|
| <p>1) If you claim for loss or damage to the contents we will at our option repair, replace or pay for any article covered under section three. For total loss or destruction of any article we will pay you the cost of replacing the article as new, as long as</p> <p>a) the new article is as close as possible to but not an improvement on the original article when it was new; and</p> <p>b) you have paid or we have authorised the cost of replacement.</p> <p>The above basis of settlement will not apply to</p> <p>* clothes</p> <p>where we will take off an amount for depreciation.</p> <p>2) We will not pay the cost of replacing or repairing any undamaged parts of the contents which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.</p> | <p>3) We will not reduce the sum insured under section three after we have paid a claim as long as you agree to carry out our recommendations to prevent further loss or damage.</p> <p>4) If you are under-insured, which means the cost of replacing or repairing the contents at the time of the loss or damage is more than your sum insured for the contents then we will only pay a proportion of the claim. For example if your sum insured only covers one half of the cost of replacing or repairing the contents, we will only pay one half of the cost of repair or replacement.</p> |
| | <p>Limit of Insurance</p> <p>We will not pay any more than the sum insured for the contents of each premises shown in the schedule.</p> |

SECTION FOUR

PERSONAL LIABILITY

What is covered

We will indemnify you

- i) as occupier but not as owner for any amounts **you** become legally liable to pay as damages for

- * **bodily injury**
- * damage to property

caused by an accident happening at the **premises** during the **period of insurance**,

OR

- ii) as a private individual for any amounts **you** become legally liable to pay as damages for

- * **bodily injury**
- * damage to property

caused by an accident happening anywhere in the world during the **period of insurance**.

OR

- iii) as employer of any **domestic employee** in connection with **your home** for any amounts you become legally liable to pay out damages for

- * **bodily injury**
- * damage to property

caused by an accident happening at the **premises** during the **period of insurance**.

Limit of Liability

The maximum amount **we** will pay arising out of the cover by paragraphs (i) or (ii) is £3,000,000.

The maximum amount **we** will pay arising out of the cover by paragraph (iii) is £5,000,000

What is not covered

We will not indemnify you for any liability

- a) for **bodily injury** to

- * **you**.
- * any other permanent resident of the **home**.

- b) for **bodily injury** arising directly or indirectly from any communicable disease or condition.

- c) arising out of any criminal or violent act to another person or property.

- d) for damage to property owned by or in the charge or control of

- * **you**.
- * any other permanent resident of the **home**.
- * any person engaged in **your** service.

- e) in Canada or the United States of America after the total period of stay in either or both countries has exceeded 30 days in the **period of insurance**.

- f) arising directly or indirectly out of any profession, occupation, business or employment.

- g) which **you** have assumed under contract and which would not otherwise have attached.

- h) arising at the employment of any **domestic employee** outside the UK.

- i) arising out of **your** ownership, possession or use of

- i) any motorised or horsedrawn vehicle other than
 - * domestic gardening equipment used within the **premises**; and
 - * pedestrian controlled gardening equipment used elsewhere.
- ii) any power-operated lift.
- iii) any aircraft (including models and drones) or watercraft other than manually operated rowing boats, punts or canoes.
- iv) any animal other than cats, horses, or dogs which are not designated as dangerous under the Dangerous Dogs Act 1991.

Continued.

SECTION FOUR

PERSONAL LIABILITY (continued)

What is covered

What is not covered

We will not indemnify you for any liability

- j) in respect of any kind of pollution and/or contamination other than

- * caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** at the **premises** named in the **schedule**; and

- * reported to **us** not later than 30 days from the end of the **period of insurance**;

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

- k) arising out of **your** ownership, occupation, possession or use of any land or building that is not within the **premises**.

- l) if **you** are entitled to indemnity under any other insurance, including but not limited to any house or travel insurance, until such insurance(s) is exhausted.

SECTION FIVE

MONEY AND CREDIT CARD COVER

Section three of this policy extends to cover the following

What is covered

This policy covers

- * theft or accidental loss of **money**
- * any amounts which **you** become legally liable to pay as a result of unauthorised use following loss or theft of **your credit card(s)**

within the geographical limits shown in the **schedule**, provided that

- * within 24 hours of **your** discovering any such loss or theft, **you** have notified the police and, in the case of **credit card(s)**, the card issuing company; and
- * **you** have complied with all other conditions under which **your credit card(s)** were issued to **you**.

Limit of Insurance

We will not pay more than the sum insured shown in the **schedule**.

What is not covered

We will not pay

- a) the **excess** shown on the **schedule** in respect of every claim.
- b) to make up any shortages due to error or omission.
- c) for loss of value.
- d) for theft or disappearance of money from baggage unless such baggage is carried by hand and under **your** personal supervision

SECTION SIX

PEDAL CYCLES

Your schedule will show **you** if this cover applies

What is covered

This section covers the cost of repairing or replacing **your** pedal cycles following

- * theft or attempted theft
- * accidental damage

anywhere in the World.

Limit of Insurance

We will not pay more than the sum insured shown in the **schedule**.

What is not covered

We will not pay

- a) the **excess** shown on the **schedule** in respect of every claim
- b) for loss or damage to
 - * tyres
 - * lamps
 - * accessoriesunless the cycle is stolen or damaged at the same time.
- c) for damage from mechanical or electrical faults or breakdown.
- d) for loss or damage while the cycle is used for racing or pacemaking or is let out on hire or is used other than for private purposes.
- e) to replace a stolen cycle unless it was locked to an immovable object or kept in a locked building at the time of the theft.
- f) more than GBP200 for any one cycle unless otherwise specified in **your schedule**.

This is a separate insurance contract and **you** should read it independently of **your** Kit and Home insurance document.

FAMILY LEGAL EXPENSES INSURANCE

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

If a claim is accepted under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **Conflict of Interest** arises. Where it is necessary to start court proceedings or a **Conflict of Interest** arises and **You** want to use a legal representative of **Your** own choice, **Advisers' Costs** payable by **Us** are limited to no more than (a) **Our Standard Advisers' Costs**; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs Regime, whichever is the lower amount.

The insurance covers **Advisers' Costs** and other costs and expenses as detailed under the separate sections of cover, up to the **Maximum Amount Payable** where:-

- a) The **Insured Event** takes place in the **Period of Insurance** and within the **Territorial Limits**.
and
- b) The **Legal Action** takes place in the **Territorial Limits**.

IMPORTANT CONDITIONS

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

Prospects of Success

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

Proportional Costs

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

Duty of Disclosure

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

Suspension of Cover

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

DEFINITIONS

| | |
|------------------------------------|---|
| Adviser | Our specialist panel solicitors or their agents appointed by Us to act for You , or, and subject to Our agreement, where court proceedings have been started or a Conflict of Interest arises, another legal representative nominated by You . |
| Advisers' Costs | Reasonable legal or accountancy fees and disbursements incurred by the Adviser with Our prior written authority. Legal expenses shall be assessed on the standard basis and third party's costs shall be covered if awarded against You and paid on the standard basis of assessment. |
| Conditional Fee Agreement | An agreement between You and the Adviser or between Us and the Adviser which sets out the terms under which the Adviser will charge You or Us for their own fees. |
| Conflict of Interest | There is a Conflict of Interest if Your Advisers' duty to act in Your best interests in relation to Your claim conflicts with, or there is a significant risk that it may conflict with, any duty Your Adviser owes, or obligation it has, to any other party. |
| Contract of Employment | A contract of service, whether express or implied, and (if it is express) whether oral or in writing. |
| 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 . |
| Disclosure Breach | Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract. |
| 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. <u>Employment</u> In employment disputes, the Insured Event will be the receipt of an ET1 Employment Tribunal Claim Form. |
| Legal Action(s) | The pursuit or defence of civil legal cases for damages or injunctions, and the defence of criminal prosecutions to do with Your employment and the defence of motor prosecutions. The service provided by Our panel solicitors on Our behalf which enables You to obtain advice on any matter which may give rise to a claim under this insurance. |
| Legal Helpline | The service provided by Our panel solicitors on Our behalf which enables You to obtain advice on any matter which may give rise to a claim under this insurance. |
| Maximum Amount Payable | The maximum payable in respect of an Insured Event is - stated below: £75,000 |
| Standard Advisers' Costs | The level of Advisers' Costs that would normally be incurred in using a nominated Adviser of Our choice. |
| Period of Insurance | One year from the inception or renewal date shown on Your insurance schedule . |
| Territorial Limits | Worldwide. |

| | |
|--------------------------------------|--|
| We / Us / Our | Arc Legal Assistance Limited who have arranged this insurance and administer it on behalf of the Insurer . |
| You / Your/ Insured Person(s) | Any person who has paid the premium, or on whose behalf the premium has been paid and been declared to Us by Your insurance advisor and is permanently resident at the property covered under the household insurance to which this cover attaches (apart from when away from the property due to occupational commitments). Cover also applies Your family members normally resident with You . If You die Your personal representatives will be covered to pursue or defend cases covered by this insurance on Your behalf that arose prior to Your death. |
| Vehicle | Any motor Vehicle or motorcycle owned by You |

COVER

Consumer Pursuit

What is insured

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

What is not insured:-

Claims

- *Where the amount in dispute is less than £250 plus VAT.
- *Involving a motor **Vehicle** owned by **You** or which **You** are legally responsible for.
- *In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.

Personal Injury

What is insured

Advisers' Costs to pursue **Legal Action** for financial compensation for damages following an accident resulting in personal injury or death against the person or organisation directly responsible.

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.

What is not insured:-

Claims

- *Arising from medical or clinical treatment, advice, assistance or care.
- *For stress, psychological or emotional injury.
- *For illness, personal injury or death which is caused gradually or is not caused by a specific event.
- *Involving a motor **Vehicle** owned by **You** or which **You** are legally responsible for.

Employment Disputes

What is insured

For members of HM Armed Forces:

Advisers' Costs to pursue a **Legal Action** brought by **You** following a breach of **Your** legal rights under employment laws.

For all other Insured Persons:

Advisers' Costs to pursue a **Legal Action** brought before an Employment Tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) against an employer or ex-employer for breach of **Your Contract of Employment**.

What is not insured:-

Claims

- * Where the breach of contract occurred within the first 90 days after **You** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.
- * For **Advisers' Costs** of any disciplinary investigatory or grievance procedure connected with **Your Contract of Employment** or the costs associated with any compromise agreement.
- * Where the breach of contract is alleged to have commenced or to have continued after termination of **Your** employment.
- * For an allegation of less favourable treatment between men and women in terms of pay and conditions of employment.
- * For **Advisers' Costs** awarded by an Employment or Employment Appeals Tribunal that **You** are ordered or agree to pay.

Property Infringement

What is insured

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

What is not insured:-

Claims

- * In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.

Property Damage

What is insured

Advisers' Costs to pursue **Legal Action** for financial compensation for damages against a person or organisation that causes physical damage to **Your** main home. The damage must have been caused after **You** first purchased this insurance.

What is not insured:-

Claims

- * In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.

Motor Prosecution Defence

What is insured

Advisers' Costs to defend **Legal Action** in respect of a motoring offence, punishable by penalty endorsement only arising from **Your** use of a motor **Vehicle**. Pleas in mitigation are covered where there is a more than 51% prospect of such a plea materially affecting the likely outcome and when it is in the public interest to do so. Support for such pleas is solely at the discretion of **Us**.

What is not insured:-

Claims

- * 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 drink or non prescribed drugs, or prescription medication where **You** have been advised by a medical professional not to drive.
- * For **Advisers' Costs** where the member is entitled to a grant of legal aid from the Legal Services Commission, or where funding is available from another public body, a trade union, employer or any other insurance policy.
- * For parking offences which **You** do not get penalty points on **Your** licence for.

Consumer Defence

What is insured

Advisers' Costs to defend **Legal Action** brought against **You** following a breach of a contract **You** have for selling goods (in a private capacity) for the private and personal use of another person. This includes the sale of **Your** main home. The contract must have been made after **You** first purchased this insurance and, in respect of disputes over the sale of **Your** main home, the sale must have commenced at least 180 days after **You** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.

What is not insured:-

Claims

- * Where the amount in dispute is less than £250 plus VAT.
- * Involving a motor **Vehicle** owned by **You** or which **You** are legally responsible for.
- * In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.

Data Protection

What is insured

Advisers' Costs to pursue **Legal Action** against a person or organisation for breach of **Data Protection Legislation** which has resulted in **You** suffering a financial loss.

Legal Defence

What is insured

- 1) **Advisers' Costs** in **Legal Action** to defend **Your** legal rights in the following circumstances arising out of **Your** work as an employee or member of HM Armed Forces:-
 - * Prior to being charged when dealing with the police or Health & Safety Executive or others with the power to prosecute.
 - * In a prosecution brought against **You** in a Court of criminal jurisdiction.

continued over

- * In a civil action brought against **You** for compensation as a **Data Controller**.
- * In civil proceedings brought against **You** under legislation for unlawful discrimination.

- 2) **Advisers' Costs** in **Legal Action** to defend **Your** legal rights arising out of a motor prosecution brought against **You**
- 3) **Advisers' Costs** in **Legal Action** to defend **Your** legal rights arising out of a formal investigation or disciplinary hearing brought against **You** by any trade association or professional or regulatory body

What is not insured:-

Claims:-

- * 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 drink or non prescribed drugs, or prescription medication where **You** have been advised by a medical professional not to drive.
- * For **Advisers' Costs** where **You** are entitled to a grant of legal aid from the Legal Services Commission, or where funding is available from another public body, a trade union, employer or any other insurance policy.
- * For parking offences which **You** do not get points on **Your** licence for.
- * Following an allegation of intentional violence or dishonesty.

ADDITIONAL SERVICES

Legal Helpline

Use the 24 hour advisory service for telephone advice on any private legal problem of concern to **You** or any member of **Your** household.

Specialist lawyers are at hand to help **You**. If **You** need a lawyer or accountant to act for **You** and **Your** problem is covered under this insurance, the helpline will ask **You** to complete and submit a claim form online by visiting www.arclegal.co.uk/information-centre. 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.

Simply telephone **0344 770 1040** and quote "**Trinity Insurance**" when asked how **You** obtained access to the helpline.

Additional Legal Services

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

- * Legal expenses arising from the sale or purchase of the home and re-mortgaging.
- * Divorce and child custody issues.
- * Wills and probate.

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

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

GENERAL EXCLUSIONS

1. There is no cover where:-

- * The **Insured Event** began to start or had started before **You** bought this insurance.
- * **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed.
- * Where an estimate of **Your Advisers' Costs** of acting for **You** is more than the amount in dispute.
- * **You** fail to give full information or facts to **Us** or to the **Adviser** on a matter material to **Your** claim.
- * Something **You** do or fail to do prejudices **Your** position or the position of the **Insurer** in connection with the **Legal Action**.
- * **Advisers' Costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which **We** have given **Our** prior written approval.
- * Where **You** have other legal expenses insurance cover.

2. There is no cover for:

- * **Advisers' Costs** or any other costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party or which are not reasonable or necessary.
- * The amount of **Advisers' Costs** in excess of **Our Standard Advisers' Costs** where **You** have decided to use an **Adviser** of **Your** own choice.
- * **Advisers' Costs** arising from any private prosecution.
- * Damages, interest, fines or costs awarded against **You** in a criminal court.
- * Claims over loss or damage where that loss or damage is covered under another insurance.
- * Claims made by or against **Your** insurance advisor, the **Insurer**, the **Adviser** or **Us**.
- * Any claim **You** make which is false or fraudulent.
- * Defending **Legal Actions** arising from anything **You** did deliberately or recklessly.
- * Appeals without the prior written consent of **Us**.
- * The costs of any legal representative other than those of the **Adviser** prior to the issue of court proceedings or a **Conflict of Interest** arising.
- * Any costs which **You** incur and wish to recover which **You** cannot substantiate with documentary evidence.
- * **Advisers' Costs** if **Your** claim is part of a class action or will be affected by or will affect the outcome of other claims.

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

- * Patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements and passing off.
- * Computer software other than proprietary packaged software that has not been tailored to **Your** requirements.
- * Planning law.
- * Constructing buildings or altering their structure.
- * Libel, slander or verbal injury.
- * A dispute between **You** and someone **You** live with or have lived with.
- * A lease or licence to use property or land.
- * A venture for gain by **You** or **Your** business partners.
- * A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled.
- * An application for a judicial review.
- * Defending or pursuing new areas of law or test cases.
- * A dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **You**.
- * Professional negligence in relation to services provided in connection with a matter not covered under this insurance.
- * Subsidence land heave land slip mining or quarrying.
- * A tax or levy relating to **You** owning or living in **Your** home.
- * A manufacturer's warranty or guarantee.

4. Contracts (Rights of Third Parties) Act 1999

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

CONDITIONS

1. Cancellation

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

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

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

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

2. Claims

- a) **You** must notify claims as soon as possible once **You** become aware of the incident and within no more than 180 days of **You** becoming aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, **Our** position has been prejudiced. **You** can complete and submit **Your** claim form online by visiting www.arclegal.co.uk/informationcentre. Alternatively, **We** will send **You** a claim form which must be returned promptly with all relevant information.
- b) **We** may investigate the claim and take over and conduct the **Legal Action** in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a settlement of the **Legal Action**.
- c) **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. If court proceedings are issued or a **Conflict of Interest** arises, and **You** wish to nominate an **Adviser** to act for **You**, **You** may do so. Where **You** have elected to use an **Adviser** of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**.
The **Adviser** must:-
 - (i) Represent **You** in accordance with **Our** standard conditions of appointment.
 - (ii) Confirm in writing that he will enable **You** to comply with his obligations under this insurance.
 - (iii) Agree with **Us** the rate at which his costs will be calculated. If no agreement is reached the Law Society will be asked to nominate an **Adviser** and this nomination shall be binding.
- 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 as **We** may require.
 - (iii) Keep **Us** advised of **Advisers' Costs** incurred.
 - (iv) Advise **Us** of any offers to settle and payments in to court. If against **Our** advice such offers or payments are not accepted there shall be no further cover for **Advisers' Costs** unless **We** agree in **Our** absolute discretion to allow the case to proceed.
 - (v) Submit bills for assessment or certification by the appropriate body if requested by **Us**.
 - (vi) Attempt recovery of costs from third parties.
- e) In the event of a dispute arising as to **Advisers' Costs** **We** may require **You** to change **Adviser**.
- f) The **Insurer** shall only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are prospects of success.
- g) **You** shall supply all information requested by the **Adviser** and **Us**.
- h) **You** are responsible for any **Advisers' Costs** if **You** withdraw from the **Legal Action** without **Our** prior consent. Any costs already paid under this insurance will be reimbursed by **You**.
- i) **You** must instruct the **Adviser** to provide **Us** with all information that **We** ask for and report to **Us** as **We** direct at their own cost.

3. Disputes

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

4. Prospects of Success

At any time **We** may, but only when supported by independent legal advice, form the view that **You** do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, **We** may decline support or any further support. Examples of a positive outcome are:

- Being able to recover the amount of money at stake
- Being able to enforce a judgement
- Being able to achieve an outcome which best serves **Your** interests

5. Fraud

In the event of fraud **We**:

- Will not be liable to pay the fraudulent claim
- May recover any sums paid to **You** in respect of the fraudulent claim
- May cancel this policy with effect from the fraudulent act and keep all premiums paid to **Us**
- Will no longer be liable to **You** in any regard after the fraudulent act

6. 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.

7. Disclosure

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

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

8. English Law and Language

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

9. Change in Law

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

CUSTOMER SERVICES INFORMATION

HOW TO MAKE A CLAIM

32 As soon as **You** have a legal problem that **You** may require assistance with under this insurance **You** should

telephone the **Legal Helpline**.

In general terms, **You** are required to immediately notify **Us** of any potential claim or circumstances which may give rise to a claim. If **You** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the **Legal Helpline**.

Privacy and Data Protection Notice

1. Data Protection

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

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

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

3. Sensitive Personal Data

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

4. Disclosure of Your Personal Data

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

5. Your Rights

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

6. Retention

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

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

Customer Service

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

continued over

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 yet 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

Compensation

We are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if Arc Legal or AmTrust Europe Limited cannot meet their obligations. **Your** entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at <http://www.fscs.org.uk/> or by telephoning 0800 678 1100 or 020 7741 4100.

Authorisation

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

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



Protect the things that matter most with Trinity.

- Life insurance
- Personal accident
- Kit & home insurance
- Travel insurance
- Group travel & sports
- Lifestyle excess protection
- Motor insurance
- Pet insurance
- Wedding insurance
- Wills & savings
- Banking & mortgages

www.talktotrinity.com
hello@talktotrinity.com
01243 817777

Trinity Insurance Services Limited
Trinity House
1 Old Market Avenue
Chichester
West Sussex
PO19 1SP



Trinity Insurance Services Limited is authorised and regulated by the Financial Conduct Authority (FCA) with FCA number: 307068, and a member of the Services Investment and Insurance Advisory Panel (SIAP.)

Registered in England and Wales. Registered address: Appledram Barns, Birdham Road, Chichester, West Sussex, PO20 7EQ. Registration number: 03904541

Calls may be recorded for training and quality purposes.

Details are correct at the time of going to print.
KH WORDINGS 06/2018

