



"We know you have a choice"

Paragon Shield
Home and Family Legal Expenses
Insurance
Policy Document

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Paragon Shield

Home and Family Legal Expenses Insurance Policy

Introduction

This policy wording is evidence of a legally binding contract of insurance between **you** (the insured) and **us** (Elite Insurance Company Limited). **We** rely upon:

- The information **you** provided or which has been provided on **your** behalf when **you** took out insurance with **us**;
- Any other information given by **you** or on **your** behalf in the formation and throughout the duration of the contract;
- This policy wording, the **schedule**, any endorsements applying to the cover;
- Any changes to **your** home insurance policy contained in notices issued by **us** at renewal.

You must read this policy wording and **schedule** together. The **schedule** tells **you** which sections of the policy wording apply. Please check all the above documents carefully to make certain they give **you** the cover **you** want and keep them safe.

We agree to insure **you** under the terms, conditions and exceptions contained in this policy wording or in any **clauses** applying to this policy wording. The insurance provided by the policy wording covers loss or damage that may occur within the United Kingdom and the Isle of Man during any **period of insurance** for which **you** have paid, or agreed to pay the premium.

Our provision of insurance under this policy is conditional upon **you** observing and fulfilling the terms, provisions and conditions of this policy.

Nobody other than **you** (the insured) and **us** (Elite Insurance Company Limited) has any rights that they can enforce under this contract of insurance and it cannot be assigned to any other party.

Unless specifically agreed otherwise, this insurance shall be subject to English Law.

The terms and conditions of this policy and all other information concerning this insurance are communicated to **you** in the English language and **we** undertake to communicate in this language for the duration of the policy.

For customers with disabilities, this policy and other associated documentation are also available in large print. Please contact the **administrator** if you require assistance.



Jason Smart
Chief Executive Officer
Elite Insurance Company Limited

Guidance notes

The guidance notes that are included throughout the policy wording are to help you understand this insurance. They do not form part of the contract of insurance between you and us. They should be read in conjunction with the full text of your policy wording.

Your insurance intermediary

Your insurance has been arranged and placed with **us** by an insurance intermediary authorised and regulated by the Financial Conduct Authority (FCA). Throughout this policy document they are referred to as **your** insurance intermediary or the firm that arranged **your** insurance with **us**. They have been appointed by Paragon Car Ltd.

The parties involved in your insurance (sections 1 to 5)

We have appointed Paragon Car Ltd. to administer sections 1 to 5 of **your** insurance on **our** behalf.

Paragon Car Ltd. is registered in England company no. 04133312 with a registered office at London House, Thames Road, Crayford, Dartford, Kent. DA1 4SL and is authorised and regulated by the Financial Conduct Authority (FRN 312028).

Throughout this policy document they are referred to as the **administrator**.

The **administrator** can be contacted at:

Paragon Car Ltd.
London House
Thames Road
Crayford
Kent
DA1 4SL

Email: info@paragon-uk.net

You should contact the firm that arranged **your** insurance with **us** if **you** have any questions about **your** insurance or if **you** need to make a change to **your** insurance (see Notification of changes which may affect **your** insurance).

The firm appointed as **your claims service provider** for sections 1 to 5 is:

Vericlim
Rawdon Court
20 Leeds Road
Leeds
LS19 6AX

Telephone: 0113 387 9076

Email: paragon@vericlim.co.uk

Emergency out of hours telephone: 0345 073 7187

You should contact them if **you** need to make a claim or to report an incident that may give rise to a claim under sections 1 to 5 of this insurance.

We and they will deal with **your** claim as quickly and fairly as possible. Please read the General exceptions and General terms and conditions in this policy wording.

If **you** are unhappy with the way **we** or the **claims service provider** has dealt with **your claim** and **you** wish to make a complaint, please refer to the 'What to do if you have a complaint' section of the policy.

The parties involved in your insurance (section 6)

We will administer section 6 of **your** insurance from **our** offices in the United Kingdom.

We can be contacted at:

Elite Insurance Company Limited
Aquila House
Delta Crescent
Gemini Business Park
Warrington
WA5 7NR

Telephone: 0345 680 4526
Email: legalclaims@elite-insurance.co.uk

You should contact **us** if **you** have any questions about **your** insurance or if **you** need to make a change to **your** insurance (see Notification of changes which may affect **your** insurance).

We will also deal with any claims **you** notify under section 6 of **your** insurance from **our** offices in the United Kingdom. Please use the same contact details as set out above. **You** should contact us there if **you** need to make a claim or to report an incident that may give rise to a claim under section 6 of this insurance.

We will deal with **your** claim as quickly and fairly as possible. **We** may appoint an **authorised representative** to assist with **your** claim.

Please read the General exceptions and General terms and conditions in this policy wording.

If **you** are unhappy with the way **we** or the **authorised representative** has dealt with **your claim** and **you** wish to make a complaint, please refer to the 'What to do if you have a complaint' section of the policy.

Your insurer

Your insurer is Elite Insurance Company Limited. Registered in Gibraltar No. 91111 with a registered office at World Trade Center, 6 Bayside Road, Gibraltar GX11 1AA.

Elite Insurance Company Limited is licensed by the Financial Services Commission in Gibraltar under the Financial Services (Insurance Companies) Act to carry on insurance business in Gibraltar, and authorised and subject to limited regulation by the Financial Conduct Authority. Details about the extent of **our** authorisation and regulation by the Financial Conduct Authority are available from **us** on request.

We are also members of the Association of British Insurers (ABI), the Financial Ombudsman Service (FOS) and the Financial Services Compensation Scheme (FSCS).

Telling us about a claim

If **you** fail to tell us or **you** delay telling us about an incident that may lead to a claim and this increases our claim costs, **you** will become liable to pay the additional costs. It may also invalidate **your** right to claim.

How to notify a claim (sections 1 to 5 of this insurance)

You should contact the **claims service provider** if **you** need to make a claim or to report an incident that may give rise to a claim.

Telephone: 0113 387 9076
Email: paragon@vericclaim.co.uk

Emergency out of hours telephone: 0345 073 7187

It's important **you** have the right information available before **you** contact them, including **your** policy number and a contact telephone number.

You may be asked to provide photos of damaged items or showing the extent of damage and explain the location of the loss or damage.

You may be asked for receipts, quotes or invoices where appropriate.

You must tell the police immediately about any property which has been lost, stolen or damaged by riot or civil unrest or has been maliciously damaged, and get a crime reference number.

Please see item 3 in General terms and conditions for more information on what **you** must do.

How to notify a claim (section 6 of this insurance)

If **you** need to make a claim, please contact **us**:

Telephone: 0345 680 4526

Email: legalclaims@elite-insurance.co.uk

You must supply **us** with a complete and truthful report of the facts giving rise to **your claim**, details of any potential witnesses, and provide **us** with any documentary evidence in support of **your claim**. **You** may report **your claim** by telephone or in writing, using the contact details set out above.

We will make a preliminary assessment of the merits of **your claim**. If **we** decide that **your claim** appears to be covered by **your** policy and there is a **reasonable prospect of success**, **we** will appoint an **authorised representative** to act on **your** behalf in respect of **your claim**.

If **we** consider it unlikely a reasonable settlement will be obtained, or the value or amount in dispute is disproportionate to the time and legal costs involved in its pursuit; or **we** decide **your claim** does not appear to have a **reasonable prospect of success**; then **we** will tell **you**, and if requested by **you** provide confirmation in writing.

If **you** accept **our** advice, **your** entitlement to payment from **us** under this policy for **your claim** is at an end and **we** will be discharged from any liability to **you** in respect of that claim.

If **you** do not accept **our** advice, **we** will instruct another **authorised representative** to advise whether **your claim** has a **reasonable prospect of success**. If the alternative **authorised representative** instructed advises that **your claim** does not have **reasonable prospect of success**, **we** will not be liable to pay **you** anything under the terms of this policy for that claim. If the alternative **authorised representative** instructed advises that there are **reasonable prospects of success**, **we** will appoint the alternative **authorised representative** to act on **your** behalf in the pursuit of **your claim** and advise **you** accordingly. Any **authorised representative** will require **you** to enter into an agreement with them in order for them to act on **your** behalf.

We will take over and conduct any **civil claim** for damages or compensation in **your** name for a claim accepted under this policy. The **authorised representative** nominated and appointed by **us** will act on **your** behalf and **you** must accept the nomination. If **we** agree **legal proceedings** should be commenced through court or it is mandatory for **you** to be represented by a solicitor **you** may choose an alternative solicitor to act for **you** however **you** must obtain **our** written agreement for them to become **your authorised representative**. **Our** agreement shall not be unreasonably withheld however **we** will only pay **professional fees** up to the amount that **we** would have paid an **authorised representative** appointed by **us**.

If an **authorised representative** instructed to act on **your** behalf refuses to continue to act on **your** behalf, or **you** without a good reason instruct the **authorised representative** to cease acting on **your** behalf, then **we** will not pay **you** anything under the terms of this policy and **our** liability under this policy for that claim shall cease immediately.

Where an **authorised representative** is appointed to act on **your** behalf by **us** they are appointed in the performance of **our** obligations under the terms of this policy and not as an agent for **you**.

Where an **authorised representative** is instructed to act on **your** behalf, **you** and **we** will require them to comply with the **authorised representative's** obligations set out in this policy.

We may require a barrister to advise whether in all the circumstances of **your claim**, to include whether an offer should be made or accepted in settlement of **your claim** or whether **your claim** should be pursued or continue to be pursued by **legal proceedings**.

If **we** consider that **your claim** should be pursued by some means other than by **legal proceedings** **we** will tell **you** in writing.

Notification of changes which may affect your insurance – keeping us updated

You should keep a complete record of all information **you** supplied to the firm that arranged **your** insurance with **us**, and **us** when taking out this insurance.

So that **you** understand what **you** are covered for, please read this policy wording and the **schedule** (which may make reference to **clauses**) very carefully. **You** should pay special attention to the General exceptions and General terms and conditions of this policy wording.

If **you** have any questions, or the cover does not meet **your** needs or any of the details are incorrect **you** should notify the firm that arranged **your** insurance with **us** immediately.

If you fail to tell us or you delay telling us about an incident that may lead to a claim and this increases our claim costs, you will become liable to pay the additional costs. It may also invalidate your right to claim.

Consumer Insurance (Disclosure and Representations) Act 2012 and The Insurance Act 2015

You are required by the provisions of the above Acts to take care to supply accurate and complete answers to all the questions **you** were asked at the time of insuring with **us**. It is important that **you** check **your** records for the information **you** have provided and notify **us** immediately of any changes or inaccuracies in these details. Failure to provide accurate and complete information to the best of **your** knowledge may result in increased premiums, refusal of a claim or **your** policy being cancelled, and may affect **your** ability to gain insurance from other insurers.

You are also required to update **us** with any changes to the information **you** provided at the time you asked us to insure **you**. When **you** tell **us** about these changes **we** may adjust the premium. If **you** do not tell **us** about these changes or inaccuracies, this may result in refusal of a claim or **your** policy being cancelled, and may affect **your** ability to gain insurance from other insurers. The changes **you** are required to notify us of include but are not limited to the following:

- Any intended alteration to, extension to or renovation of **your** property. However **you** do not need to tell **us** about internal alterations to **your** property unless **you** are creating an additional bedroom, bathroom or shower room;
- Any change to the people insured or to be insured, including their occupation;
- Any change or addition to the contents of the property to be insured that results in the need to increase the sums insured;
- If **your** property is to be lent, let, sub-let, or used for business purposes (other than clerical work);
- If **your** property is to be left unoccupied for any continuous period exceeding 30 days; or
- If any member of **your** household or any person to be insured on this policy is charged with, or convicted of an offence (other than motoring offences);
- A change of name or title.

This is not a full list and if **you** are in any doubt **you** should advise **your** insurance intermediary for **your** own protection. If **you** do not tell **us** about changes, **your** insurance may not cover **you** fully or at all.

When **you** inform **us** of a change **we** will tell **you** if this affects **your** policy, for example whether **we** are able to accept the change and if so, whether the change will result in revised terms and/or premium being applied to **your** policy.

How we will deal with claims to comply with the Consumer Insurance (Disclosure and Representations) Act 2012 and The Insurance Act 2015

Claims where **you** have not disclosed or **you** have misrepresented but **we** deem this was not deliberate or reckless:

- Where a higher premium would have been charged **we** will reduce the amount of the claim settlement proportionate to the premium **we** would have actually charged had the circumstances been disclosed;
- Where additional terms would have been imposed by **us** (other than terms relating to premium), **we** will consider the insurance contract on the basis that those different terms had applied from the date of the breach of duty;
- Where **we** would not have entered into the insurance contract at all **we** can treat the insurance as void and cancel **your** policy as if it never existed from inception and refuse to pay all claims;
- **We** will return the premium **you** have paid to **us** unless there is another reason why **we** should retain it. See Cancellation section of **your** policy.

Claims where **we** deem the misrepresentation or non-disclosure to be deliberate or reckless:

- **We** will have the option to treat the insurance as void (**we** can cancel **your** policy from inception and treat the insurance as though it had never existed);
- **We** can retain the full premium even if **you** have not paid **us** the premium in full **we** shall be entitled to collect it from **you**.

Fraudulent claims

We will not pay claims where **you** have committed fraud in relation to a claim on this policy. **We** may also cancel the policy and any other policies **you** have with **us**, from the date the fraud occurred.

We may also choose not to refund the premium on the basis of fraud, this will depend on the specific circumstances of the claim.

It is important that you check your records for the information you have provided and notify us immediately of any changes to these details. Failure to provide accurate and complete information to the best of your knowledge may result in increased premiums, refusal of a claim or your policy being cancelled.

Important information about your insurance with us

Data Protection

We are governed by the Data Protection legislation applicable in both the United Kingdom and Gibraltar. Under this legislation **we** are required to tell **you** about how **we** will use the information that **you** give **us**, who **we** may share information with and the systems **we** have in place that allow **us** to detect and prevent fraudulent applications for insurance and claims.

Insurance administration

The information that **you** give to **us** will be used by **us**, the firm that arranged **your** insurance with **us**, and the **administrator** and anybody appointed by **us** or **them** for the purposes of administering **your** insurance or a claim, including any **authorised representative** or **claims service provider**. It may be disclosed to reinsurers and to regulatory authorities for the purposes of monitoring **our** or the **administrator's** compliance with regulatory requirements.

Where this happens **we** will ensure that anyone to whom **we** send **your** information agrees to treat it with the same level of protection as if **we** were dealing with it.

In giving the firm that arranged **your** insurance with **us**, **us** and the **administrator** information about another person, **you** confirm that the other person has given **you** permission to give the information to **us**, the firm that arranged **your** insurance with **us**, and the **administrator** and that **we/they** may process it (including any sensitive data – see below) for the purposes as set out in these notices.

The firm that arranged **your** insurance with **us**, **we** and the **administrator** may undertake checks against publicly available information (such as electoral roll, county court judgments, bankruptcy orders or repossessions). These checks may be made when **you** take out insurance with **us** or if **you** make a claim and the information shared with anyone acting on **our** behalf to administer **your** insurance or a claim (e.g. any **authorised representative** or **claims service provider**).

Credit searches

To help **us** to prevent fraud and to check **your** identity, **we** and the **administrator** may search files made available to **us** by credit reference agencies, who may keep a record of that search.

Sensitive data

In order to assess the terms of **your** insurance or to administer claims **we** may need to collect data that Data Protection legislation defines as sensitive (such as criminal convictions). In taking out insurance with **us** **you** are giving **us** **your** consent to such information being processed by **us**, the **administrator**, companies belonging to **our** group and other companies contracted by **us** to provide services relating to **your** insurance or to a claim.

On payment of a £10 fee, and provided you are an individual capable of making a subject access request, **you** are entitled to receive a copy of the information **we** hold about **you**. If **you** have any questions, or **you** would like to find out more about this **you** can write to the Data Protection Officer at Elite Insurance Company Limited. **Our** UK address is shown below.

Elite Insurance Company Limited
Newton Chambers
Isaac Newton Way
Grantham
Lincolnshire
NG31 9RT

Information on products and services

We may use the details **you** have provided to send **you** information about **our** other products and services or to carry out research. **We** may contact **you** by letter, telephone or e-mail. Please be reassured that **we** will not make **your** personal details available to any companies other than those that are contracted by **us** to provide services relating to **your** insurance with **us**. If **you** would prefer not to receive information from **us** or those companies who provide services on **our** behalf, simply write to the **administrator**.

Fraud prevention, detection and claims history

Under the conditions of **your** policy **you** must tell **us** about any insurance related incidents (such as loss, damage, theft) whether or not they give rise to a claim. When **you** tell **us** about an incident **we** may pass information relating to it to industry databases.

We may search these databases when **you** apply for insurance, in the event of any incident or claim, or at time of **renewal** to validate **your** claims history or that of any other person or property likely to be involved in the policy or claim.

In order to prevent and detect fraud **we** may at any time:

- Share information about **you** with other organisations and public bodies including the police;
- Check and/or file **your** details with fraud prevention agencies and databases, and if **you** give **us** false or inaccurate information and **we** suspect fraud, **we** will record this. **We** and other organisations may also search these agencies and databases to:
 - help make decisions about the provision and administration of insurance, credit and related services for **you** and members of **your** household;
 - trace debtors or beneficiaries, recover debt, prevent fraud and to manage **your** accounts or insurance policies;
 - check **your** identity to prevent money laundering, unless **you** furnish **us** with other satisfactory proof of identity;
- Undertake credit searches and additional fraud searches.

Industry agencies and databases

We pass information to the Claims and Underwriting Exchange Register (CUE), run by the Motor Insurance Bureau (MIB). The aim is to help **us** to check information provided by **you** and also to prevent fraudulent claims. These registers may be searched in considering any application for insurance in connection with this policy. **We** will pass any information relating to any incident which may or may not give rise to a claim under this policy and which **you** have to notify **us** of in accordance with the terms and conditions of this policy, to the relevant registers.

Other insurers

We may pass information about **you** and this policy to other insurance companies with which **we** either reinsure **our** business or who are dealing with a claim made under this policy. In addition, information may be passed to other insurance related organisations in common with industry practice. These companies will usually be located in countries inside the European Economic Area (EEA). Where information is passed to companies outside of the EEA, **we** will make sure they comply with the same standards of data security as though they were located inside the EEA.

Fair Processing Notice

If false or inaccurate information is provided and fraud is identified, details will be passed to fraud prevention agencies.

- Law enforcement agencies may access and use this information.
- **We** and other organisations may also access and use this information to prevent fraud and money laundering, for example, when:
 - Checking details on applications for credit and credit related or other facilities;
 - Managing credit and credit related accounts or facilities;
 - Recovering debt;
 - Checking details on proposals and claims for all types of insurance;
 - Checking details of job applicants and employees.

Please contact **us** if **you** want to receive details of the relevant fraud prevention agencies.

We and other organisations may access and use from other countries the information recorded by fraud prevention agencies.

Telephone recording and document management

For **our** joint protection telephone calls may be recorded and monitored by the firm that arranged **your** insurance with **us**, the **administrator** and by **us**.

We, the **administrator** or any other service providers appointed by **us** may hold documents relating to this insurance and any claims made under it in electronic form and may destroy the originals. An electronic copy of any such document will be admissible in evidence to the same extent as, and carry the same weight as the original.

Our service commitment

Customer feedback

If **you** have any suggestions or comments about how the firm that arranged **your** insurance with **us**, **we** or the **administrator** can improve **our** cover or the service **we/they** have provided please write to the **administrator**.

The **administrator** and **we** welcome feedback to enable **them** or **us** to improve products and services.

In the event that **we** are unable to continue to trade with the **administrator** because **they** have ceased to trade through bankruptcy or liquidation, or in the event that **their** relevant FCA authorisation is revoked, **we** reserve the right to pass **your** policy and all details on to another intermediary. If **you** do not wish this to happen then please put **your** request in writing to **us**.

Definitions of terms used (when displayed in bold text in this policy wording)

Guidance notes

The words or phrases shown below have the same meaning wherever they appear in this policy wording (in bold text) and your schedule and any clauses endorsed on the schedule.

Wherever the following words or phrases appear in bold text in this policy, they will have the following meanings:

Administrator, they, their, them

The firm appointed by **us** to administer sections 1 to 5 of this insurance on **our** behalf.

Accidental damage

Damage caused suddenly and unexpectedly by an outside force.

Authorised representative

An appropriately qualified professional person or firm appointed by **us** to act on **your** behalf when a claim is made under section 6 of this insurance.

Building(s)

- The home, swimming pools, ornamental ponds and fountains, hard courts, terraces, patios, drives, footpaths, walls, fences, gates, hedges and fixed tanks providing fuel to the **home**;
- Fixtures, fittings and decorations.

These must all be at the address shown on **your schedule**.

Civil claim

A dispute in relation to **your** contractual, common law and statutory rights for which **you** are pursuing a remedy.

Claims service provider

The firm appointed on **our** behalf to handle and settle claims made under sections 1 to 5 of **your** insurance. **You** must notify claims to them and contact them with any questions relating to **your** claim.

Clause(s)

Changes to the terms of **your** policy. These are shown on **your schedule** as endorsements.

Contents

Household items (including **personal money, valuables** and **home office equipment**) and **personal belongings** up to the limits shown on **your schedule**) that:

- **You** own;
- **You** are legally responsible for (but not landlords contents);
- Belong to **domestic employees** who live with **you**.

This includes **personal belongings** of visitors to the **home**.

Defendant's costs

Legal costs and expenses **you** are ordered to pay to another party that can be enforced against **you** in making a **civil claim** that has been pursued under this policy.

Domestic employee(s)

A person employed by **you** to carry out domestic duties in connection with **your home** and its land, and not employed by **you** in any capacity in connection with any other business, trade or profession.

Domestic animals

Cats and dogs and any small caged birds or animals normally kept in or within the boundaries of the **home**.

Excess

The amount **you** will have to pay towards each separate claim.

Heave

Expansion or swelling of the land beneath the **buildings** resulting in upwards movement.

Home

The house or flat and its **outbuildings**, at the address shown on **your schedule**, all used for domestic purposes only. Unless described differently by an endorsement shown on **your schedule**, the house or flat must be:

- Built of brick, stone or concrete; and
- Roofed with slates, tiles, asphalt, metal or concrete; and
- No more than 25% of the total external roof area either flat or covered with asphalt/felt;
- **Your** primary or principal residence and where **you** are listed on the electoral roll.

Home office equipment

Office furniture, computers and other keyboard based office equipment, printers, fax machines, photocopiers, telephones and answerphones that **you** own or are legally responsible for and used for business or professional purposes.

Landslip

Movement of land down a slope.

LEA

The local education authority covering the location of **your home** and where **you** must be registered on the electoral roll.

Legal advice

Means any advice provided by **our** legal advisors to assist **you** in **your claim**.

Legal assistance

Actions taken by an **authorised representative** whilst pursuing **your claim** accepted under this policy including their professional fees.

Legal proceedings

A claim for damages or compensation pursued in a court of law within the United Kingdom.

Motorised vehicle

Any electrically or mechanically powered vehicle, other than:

- Vehicles used only as domestic gardening equipment within the boundaries of the land belonging to the **home**, as long

as the vehicles are not registered for road use;

- Vehicles designed to help disabled people (as long as the vehicles are not registered for road use);
- Golf trolleys;
- Toys and models controlled by a pedestrian;
- Electrically assisted pedal cycles that are not legally required to pay vehicle excise duty for the road (see www.gov.uk/electric-bike-rules for more information).

Outbuildings

Garages, cart lodges, stables, workshops, sheds, summer houses, green houses and similar buildings all within the boundaries of the **home** but not necessarily forming part of the **home** itself.

Period of insurance

The period of time covered by this policy, as shown on **your schedule**, or until cancelled. Each renewal represents the start of a new **period of insurance**.

Personal belongings

Luggage, clothing, jewellery, watches, furs, binoculars, spectacles, sports, musical and photographic equipment, musical instruments and items which **you** normally wear, or carry with **you**, but excluding **personal money**, cycles, mobile phones and tablets. All items must belong to **you** or be **your** legal responsibility.

Personal money

Cash, cheques, postal orders, unused postage stamps, savings stamps and certificates, premium bonds, luncheon and gift vouchers, season tickets, travel tickets, travellers' cheques and phone cards, all held for social, domestic or charitable purposes.

Professional fees

Fees or costs reasonably incurred by the **authorised representative**, with **our** prior authority. This includes disbursements as long as these are in respect of services supplied by a third party; that the services are distinct and separate from the services supplied by the **authorised representative**; and that **our** prior permission has been obtained prior to incurring any disbursements.

Reasonable prospect of success

The matter falling within the cover provided by section 6 items 1 to 9 of this insurance has a greater chance than not of being wholly successful at the time of reporting **your claim** and, throughout the conduct of **your claim**.

Rehabilitation treatment

Means reasonable and necessary muscular skeletal non-surgical restorative treatment that is approved by the General Medical Council and recommended by a qualified medical practitioner and **us**, and requested by **your authorised representative**.

Schedule

The document which gives details of the cover and **sum insured** limits **you** have.

Settlement

Downward movement of the land beneath the **buildings** as a result of compaction due to the weight of the **buildings**.

Small claim(s)

A claim for damages or compensation which is or may if **legal proceedings** are issued be allocated to the **small claims** jurisdiction of the courts of England and Wales or the equivalent in Scotland and Northern Ireland.

Storm

An unusual weather event with persistent high winds usually associated with rain, thunder, lightning or snow. (The wind speed or gust should normally exceed 55mph (48 knots) to be a storm but **we** take other factors into consideration such as where the property is sited. A storm can highlight defects rather than cause them and damage due to lack of maintenance, wear and tear or which happens gradually is not covered).

Strict liability

A criminal offence that **you** committed without knowing a criminal offence was committed. The offence must not be deliberate or wilful and only includes offences where there is no need to establish a guilty mind /criminal intent in order to obtain a conviction (*mens rea*).

Subsidence

Downward movement of the land beneath the **buildings** that is not as a result of **settlement**.

Sum Insured

The amount shown on **your schedule** as the most **we** will pay for claims resulting from one incident unless otherwise stated in this policy booklet or any **clause**.

Unoccupied

Not lived in by **you** or anyone who has **your** permission for a continuous period exceeding 30 days; or a total of 90 or more days during the **period of insurance**; or does not contain enough furniture for living purposes.

Valuables

Stamp, coin or medal collections, antique clocks, pictures, other works of art, curios, items of gold, silver or any other precious metal, gem stones, jewellery, watches and furs.

We, us, our

Elite Insurance Company Limited.

You, your

The person(s) named on **your schedule**, their domestic partner and members of their family (or families) who are normally living with them.

Your claim

A claim for costs, **defendant's costs**, **legal assistance** or **legal advice** covered under section 6 items 1 to 9 of this insurance.

Insurance provided – cover options

Guidance notes

This part of your policy shows the different sections that are available and that you can select.

Some things just aren't covered by insurance. In the same way that car insurance doesn't pay to repair your car if it rusts or breaks down, this policy won't cover wear or tear, ageing or breakdowns. This insurance is not a maintenance contract.

The sections of this insurance that are available are shown in the table below:

Section	Cover	Standard	Plus
1	Buildings	Yes	Yes
2	Accidental damage to buildings	No	Yes
3	Contents in the home	Yes	Yes
4	Accidental damage to contents in the home	No	Yes
5	Personal possessions outside the home	Yes	Yes
6	Family legal expenses	Yes	Yes

The cover **we** provide under each section is set out in detail under sections 1 to 6 below, so are the conditions applying to each section.

The sections **you** are covered for under this insurance are shown on **your schedule**. Cover is subject to change by any **clauses** shown on **your schedule**. Please read **your schedule** in conjunction with this policy booklet.

The General exceptions and General terms and conditions of this insurance policy apply to all sections of policy cover.

Section 1. Buildings

Guidance notes

This section of your policy provides cover for loss or damage to your buildings. It explains what is and is not covered.

This section only applies when shown on **your schedule** as insured.

We will provide cover for loss of or damage to the **buildings** caused by any of the following items:

What is covered under items 1 and 2

1. Fire, explosion, lightning, earthquake.
2. Smoke.

What is not covered under item 2

We will not cover loss or damage that happens gradually.

What is covered under item 3

3. **Storm** or flood.

What is not covered under item 3

We will not cover loss or damage:

- Caused by frost;
- Caused by storm to fences, gates and hedges;
- That happens gradually.

What is covered under items 4 and 5

4. Riot, civil unrest, strikes, or labour or political disturbances.
5. Malicious people or vandals.

What is not covered under items 4 and 5

Under item 5 **we** will not cover loss or damage:

- Caused by paying guests, tenants or **you**;
- That happens after the **home** has been left **unoccupied**.

What is covered under item 6

6. Being hit by:
 - Aircraft or other flying objects or anything falling from them;
 - Vehicles or animals.

What is covered under item 7 and 8

7. Water escaping from water tanks, pipes, equipment or fixing heating systems.
8. Water freezing in tanks, equipment or pipes.

What is not covered under items 7 and 8

We will not cover loss or damage:

- That happens after the **home** has been left **unoccupied**;
- To solid floors caused by infill materials settling, swelling or shrinking as a result of water escaping from the **home**;
- By **subsidence**, **heave** or **landslip** caused by water escaping;

- Caused by the escape of water from guttering, rainwater downpipes, roof valleys and gullies.

What is covered under item 9

9. Domestic heating oil and loss of metered water.

We will provide cover for loss of domestic heating oil leaking from a fixed heating system, or loss of metered water following loss or damage to water tanks, pipes, equipment or fixing heating systems.

We will provide cover for loss or damage arising from pollution or contamination of land at the home caused by oil leaking from a domestic heating oil installation at the **home**.

The most **we** will pay for any one claim under the policy is up to £1,500.

What is not covered under item 9

We will not cover:

- Loss or damage that happens after the **home** has been left **unoccupied**;
- Accidental loss of metered water (e.g. accidentally leaving a tap running);
- Loss or damage that happens gradually.

What is covered under item 10

10. Theft or attempted theft.

What is not covered under item 10

We will not cover loss or damage:

- Caused by paying guests, tenants or **you**;
- That happens after the **home** has been left **unoccupied**.

What is covered under item 11

11. Falling radio or television receiving aerials (including satellite dishes), their fittings and masts.

What is covered under item 12

12. **Subsidence** or **heave** of the land on which the **buildings** stand, or **landslip**.

What is not covered under item 12

We will not cover:

- Damage to swimming pools, ornamental ponds and fountains, hard courts, terraces, patios, drives, footpaths, walls, gates, fences, hedges or fixed tanks providing fuel to the **home** unless **we** also accept a claim for **subsidence**, **heave** or **landslip** damage to the **home**;
- Damage if **you** knew when this policy started that any part of the **buildings** had already been damaged by **subsidence**, **heave** or **landslip**, unless **you** told **us** about this and **we** accepted it;
- Damage caused by riverbank or coastal erosion;
- Damage to solid floors caused by infill materials settling, swelling or shrinking;
- Damage caused by **settlement** or by shrinkage or expansion of parts of the **buildings**;
- Damage caused by faulty or unsuitable materials, design or poor workmanship.

What is covered under item 13

13. Falling trees or branches.

If **we** accept a claim for damage to **buildings** by falling trees **we** will also pay reasonable costs **you** have to pay for removing from site:

- The fallen part of the tree;
- The tree if it has been totally or partly uprooted.

What is not covered under item 13

We will not cover costs **you** have to pay for:

- Removing part of the tree that is still below the ground;
- Restoring the site.

What is covered under item 14

14. Loss of rent and the cost of alternative accommodation.

If **we** have accepted a claim for damage to the **home** and the damage means **your home** cannot be lived in, **we** will pay:

- Ground rent **you** still have to pay;
- Rent payable to **you**, or (if not otherwise insured) reasonable additional accommodation expenses **your** tenant has to pay;
- Any reasonable additional accommodation expenses for **you** and **your domestic animals**.

The most **we** will pay is up to 20% of the **sum insured** for **buildings**, until the **home** is ready to live in.

Guidance notes

When we refer to reasonable additional accommodation expenses, this means that we will pay for alternative accommodation taking all of the circumstances of your claim into account, including your needs, the length of time for which accommodation is needed and alternative (and comparable cost of) accommodation available locally. We are happy to discuss this with you and will help to find suitable accommodation for you.

What is covered under item 15

15. Replacement locks.

If the keys to the locks of:

- External doors of the **home**;
- Alarm systems or safes fitted in the **home**.

Are accidentally lost or stolen, **we** will pay the cost of replacing the locks or lock mechanisms. The most **we** will pay for any one claim under the policy is up to £1,000.

What is covered under item 16

16. Emergency access to **home** and garden.

We will provide cover for damage to the **home** and garden within the boundaries of the **home** following necessary access by the emergency services to deal with a medical emergency or to prevent damage to the **home**.

The most **we** will pay for any one claim under the policy is up to £1,000.

What is covered under item 17

17. Tracing and accessing leaks.

If the **buildings** are damaged due to domestic heating oil leaking from a fixed heating system, or water escaping from water tanks, pipes, equipment or fixed heating systems, in the **home**, **we** will pay the reasonable costs of removing and replacing any other part of the **buildings** necessary to find the source of the leak and making good.

The most **we** will pay for any one claim under the policy is up to £5,000.

What is not covered under item 17

We will not:

- Pay more than the limit shown for any one incident; or
- Cover the cost of repairing the source of the leak unless caused by loss or damage which is covered under this section.

What is covered under item 18

18. Your liability to the public.

We will cover your legal liability to pay damages and claimants' costs and expenses for:

- Accidental bodily injury or illness;
- Accidental loss of or damage to property;

Happening during the **period of insurance** and arising:

- From **you** owning the **building** and its land;
- Under section 3 of the Defective Premises Act 1972 (or the Defective Premises Northern Ireland Order 1975) for any **home you** previously owned and occupied or leased occupied.

We will pay up to £5,000,000 for any one incident in respect of **your** liability to the public.

We will also pay all **your** costs and expenses that **we** have already agreed to in writing.

If the **buildings** section of this policy is cancelled or ends, the Defective Premises Act cover will continue for seven years for any **home** insured by the **buildings** section before the policy was cancelled or ended.

What is not covered under item 18

We will not pay more than £5,000,000 for any one incident.

We will not cover liability in connection with:

- **You** occupying the **building** and its land;
- Any accidental bodily injury or illness to any **domestic employee** if the injury or illness happens as a result of or in the course of their employment by **you**;
- Loss or damage to property which belongs to you or is in **your** care;
- Any **motorised vehicle**;
- Any agreement except to the extent that **you** will have been liable without that agreement;
- **Your** trade, business or profession (except as landlord of the **home**);
- The Defective Premises Act 1972 (or the Defective Premises Northern Ireland Order 1975) if it is covered by other insurance.

Guidance notes

If you are the owner and occupier of the homes insured by this policy, accidents which happen in buildings or land are, by law, nearly always the responsibility of the occupier (the person who lives in the building or on the land) rather than the owner.

If you are both the owner and the occupier of the building, please remember that your liability to the public does not cover your legal liability as the occupier of the home and its land.

To protect yourself, you will need to arrange contents insurance which provides occupiers liability cover.

What is covered under item 19

19. Selling your home.

If **you** enter into a contract to sell any **building** insured by this policy, and the **building** is destroyed or damaged before the sale has been completed, the buyer will be entitled to any benefit from this insurance (for the damage or destruction) once the sale has been completed. This cover does not apply if other insurance has been arranged by or for the buyer.

What is covered under item 20

20. Accidental damage to services, fixed glass and sanitary fittings.

We will provide cover for **accidental damage** to:

- Cables, pipes, septic tanks and drain inspection covers **you** are legally responsible for which serve the **buildings**,

including up to £1,000 for the cost of breaking into (then repairing and backfilling) an underground pipe **you** are legally responsible for, to clear a blockage, between the main sewer and the **home** if this is necessary because normal methods of releasing the blockage are unsuccessful;

- Fixed glass and sanitary fittings installed at the **home**. This includes glass in solar-panels, baths, shower trays, shower screens, bidets, wash basins, splashbacks, pedestals, sinks, toilet pans and cisterns.

What is not covered under item 20

We will not cover:

- The **excess** shown on **your schedule**;
- Anything set out in the General exceptions section of this policy booklet;
- Damage due to a fault or limit of design, manufacture, construction or installation;
- Loss or damage that happens after the **home** has been left **unoccupied**.

What is not covered under the whole of section 1 (items 1 to 20)

We will not cover:

- The **excess(es)** shown on **your schedule**;
- Damage by wet or dry rot arising from any cause, except as a direct result of a claim **we** have already paid, and where repair or preventative action was carried out by a tradesperson **we** have approved;
- Anything set out in the General exceptions section of this policy booklet;
- Anything for which compensation is provided by the National House Building Council scheme, or other similar guarantee.

Section 2. Accidental damage to buildings

Guidance notes

This section of your policy extends the accidental damage cover given under section 1 to cover other types of accidental damage as well. It explains what is and is not covered.

This section only applies when shown on **your schedule** as insured.

We will provide cover for loss of or damage to the **buildings** caused by any of the following:

What is covered under item 1

1. Extra **accidental damage** to buildings.

We will provide cover for all other **accidental damage** to the **buildings** that is not covered by section 1 of this policy.

What is not covered under item 1

We will not cover:

- The **excess** shown on **your schedule**;
- Anything set out in the General exceptions section of this policy booklet;
- Damage due to a fault or limit of design, manufacture, construction or installation;
- Loss or damage that happens after the **home** has been left **unoccupied**;
- Damage caused by wear and tear, **settlement**, shrinkage, vermin, insects, fungus, weather conditions or any damage which happens gradually;
- Damage caused by water entering the **home** regardless of how this happened (other than that covered under section 1 of this policy);
- Damage caused by chewing, scratching, tearing or fouling by **domestic animals**;
- Damage caused by faulty or unsuitable materials or design or poor workmanship;
- Damage caused by building alterations, renovations, extensions or repairs;
- Damage excluded under section 1;

- Maintenance and normal redecoration costs;
- Damage by **subsidence, heave or landslip**;
- Damage caused by paying guests or tenants.

What is not covered under the whole of section 2

We will not cover:

- The **excess(es)** shown on **your schedule**;
- Damage by wet or dry rot arising from any cause, except as a direct result of a claim **we** have already paid, and where repair or preventative action was carried out by a tradesperson **we** have approved;
- Anything set out in the General exceptions section of this policy booklet.

Buildings conditions

The following conditions apply to sections 1 and 2 of this policy.

Guidance notes

These conditions apply only to sections 1 and 2, however the General terms and conditions set out elsewhere in the policy booklet apply to all sections of the insurance.

1. The sum insured

At all times the **sum insured** must be at least equal to the full cost of rebuilding the **buildings** to the same specification, including an amount for removing debris, demolition costs and architects' and surveyors' fees.

If at the time of a loss the **sum insured** shown on **your schedule** is too low **we** will not settle claims on an "as new" basis and will reduce any payment to reflect the wear and tear.

2. Settling claims

We can choose to settle **your** claim by:

- Replacing; or
- Reinstating; or
- Repairing; or
- Cash payment.

Replacement will be on a like for like basis or based on the nearest equivalent available in the current market. If **we** are able to replace property, but **we** agree to make a cash settlement, **we** will only pay **you** what it would cost **us** to replace the item as if it were new.

What we will pay

The most **we** will pay for loss or damage arising out of one incident is the **building sum insured** shown on **your schedule**, unless otherwise stated.

We will not reduce the **sum** (or sums) **insured** by the amount paid under any claim.

If **we** accept a claim under section 1 or 2 we will also pay for the following:

- Architects' and surveyors' fees to repair the **buildings**. These fees must not be more than those recommended by the relevant professional institutes;
- The cost of demolishing or supporting the damaged parts of the **buildings** which **we** have agreed to pay;
- The cost of meeting building regulations or municipal or local authority bye-laws.

Guidance notes

Where we refer to the term 'reasonable' in section 1, items 13 and 17 we mean that we will pay costs for goods and services which are competitive in the relevant marketplace.

What we will not pay

We will not cover:

- Fees for preparing any claim;
- Any cost **you** are legally responsible for paying because of a notice served on **you** before the date of the loss or damage;
- We will not pay for any reduction in the market value of the **home** as a result of an insurable event.

3. Pairs, sets, collections and suites

We will not pay for the cost of replacing any undamaged items which form part of:

- A pair;
- A set;
- A suite;
- A collection;
- Any other item of uniform nature, design or colour.

Section 3. Contents

Guidance notes

This section of your policy provides cover for loss or damage to your contents inside the home. It explains what is and is not covered.

This section only applies when shown on **your schedule** as insured.

We will provide cover for loss of or damage to the **contents** in the **home** caused by any of the following:

What is covered under items 1 and 2

1. Fire, explosion, lightning, earthquake.
2. Smoke.

What is not covered under item 2

We will not cover loss or damage that happens gradually.

What is covered under item 3

3. **Storm** or flood.

What is not covered under item 3

We will not cover loss or damage that happens gradually.

What is covered under items 4 and 5

4. Riot, civil unrest, strikes, or labour or political disturbances.
5. Malicious people or vandals.

What is not covered under items 4 and 5

Under items 4 and 5 we will not cover loss or damage to food stored in freezers or fridges caused by a deliberate act, or by strikes by the company (or its employees) supplying **your** power.

Under item 5 **we** will not cover loss or damage:

- Caused by paying guests, tenants or **you**;
- That happens after the **home** has been left **unoccupied**.

What is covered under item 6

6. Being hit by:

- Aircraft or other flying objects or anything falling from them;
- Vehicles or animals.

What is covered under item 7

7. Water escaping from water tanks, pipes, equipment or fixed heating systems.

What is not covered under item 7

We will not cover loss or damage:

- That happens after the **home** has been left **unoccupied**;
- Caused by the escape of water from guttering, rainwater downpipes, roof valleys and gullies.

What is covered under item 8

8. Heating fuel leaking from a fixed heating system, or loss of metered water following loss or damage to water tanks, pipes, equipment or fixing heating systems.

The most **we** will pay for any one claim under the policy is up to £1,500.

What is not covered under item 8

We will not cover:

- Loss or damage that happens after the **home** has been left **unoccupied**;
- Accidental loss of metered water (e.g. accidentally leaving a tap running).

What is covered under item 9

9. Theft or attempted theft.

The most **we** will pay is up to £2,500 for any one claim for theft or attempted theft of **contents** from any **outbuildings** within the boundaries of the **home**.

What is not covered under item 9

We will not cover:

- Loss or damage that happens after the **home** has been left **unoccupied**;
- Theft by deception, unless deception is used only to get into the **home**;
- Theft of **personal money**, unless someone has broken into **your home** by using force and violence or has got into the **home** by deception;
- Theft if **you** live in a self-contained flat and the theft is from any part of the building that other people have access to;
- Theft if **you** live in a non-self-contained flat, unless someone has broken into or out of the **home** by using force and violence or has got into the **home** by deception;
- Theft of any pedal cycle valued at more than £500 unless the pedal cycle:
 - Has been specified on **your schedule**;
 - Is securely locked to an object that cannot be moved; or
 - Securely locked to an object that cannot be moved in a locked building or **outbuilding**.
- Loss or damage caused by paying guests, tenants or **you**;
- More than the limit shown for any one claim involving theft from **outbuildings**.

What is covered under item 10

10. Falling radio or television receiving aerials (including satellite dishes), their fittings and masts.

What is covered under item 11

11. **Subsidence** or **heave** of the land on which the **home** stands, or **landslip**.

What is not covered under item 11

Damage caused by:

- Riverbank or coastal erosion;
- Faulty or unsuitable materials, design or poor workmanship.

What is covered under item 12

12. Falling trees or branches.

What is covered under item 13

13. **Contents** temporarily removed from the **home**.

We will provide cover up to 20% of the **sum insured** on **contents** for loss or damage to **contents** caused by items 1 to 12 of section 3 while such **contents** are temporarily removed from the **home** to:

- Any bank or safe deposit, or any private home or building where **you** are living (including while attending full-time education), employed or working in the United Kingdom or the Isle of Man;
- Anywhere else in the United Kingdom or the Isle of Man.

What is not covered under item 13

We will not cover:

- More than the limit shown under item 9 for loss or damage to **contents** in or from **outbuildings**;
- Loss or damage by theft, unless someone has broken into or out of a building by using force and violence or deception to get in;
- Loss or damage caused by **storm** or flood to **contents** that are not in a building;
- Loss or damage if the **contents** have been removed for sale or exhibition or placed in a furniture depository.

What is covered under item 14

14. **Contents** in the garden of **your home**.

We will provide cover for loss of or damage to the **contents** caused by items 1 to 12 of section 3 happening in the open but within the boundaries of the **home**.

The most **we** will pay for any one claim under the policy is up to £1,000.

What is not covered under item 14

We will not cover:

- Loss or damage that happens after the **home** has been left **unoccupied**;
- Theft of pedal cycles unless securely locked to an object that cannot be moved;
- **Contents** not suitable or designed to be left in the garden or outside.

What is covered under item 15

15. Replacement locks.

If the keys to the locks of:

- External doors of the **home**;
- Alarm systems or safes fitted in the **home**;

Are accidentally lost or stolen, **we** will pay the cost of replacing the locks or lock mechanisms.

The most **we** will pay for any one claim under the policy is up to £1,000.

What is covered under item 16

16. Food in freezers

We will provide cover for loss or damage to food stored in a freezer in the **home** caused by:

- A rise or fall in temperature;
- Contamination by freezing agents.

The most **we** will pay for any one claim is up to £1,000.

What is not covered under item 16

We will not cover loss or damage caused by a deliberate act, or strikes by the company (or its employees) supplying **your** power.

What is covered under item 17

17. Domestic heating oil and loss of metered water.

We will provide cover for loss of domestic heating oil leaking from a fixed heating system, or loss of metered water following loss or damage to water tanks, pipes, equipment or fixing heating systems.

We will provide cover for loss or damage arising from pollution or contamination of land at the **home** caused by oil leaking from a domestic heating oil installation at the **home**.

The most **we** will pay for any one claim under the policy is up to £1,500.

What is not covered under item 17

We will not cover:

- Loss or damage that happens after the **home** has been left **unoccupied**;
- Accidental loss of metered water (e.g. accidentally leaving a tap running);
- Loss or damage that happens gradually.

What is covered under item 18

18. Loss of rent and the cost of alternative accommodation.

If the **home** cannot be lived in due to the damage which would be covered under section 3, items 1 to 12 and as a result it cannot be lived in, **we** will pay for:

- Rent payable to **you** or (if not otherwise insured) reasonable accommodation expenses **your** tenant has to pay;
- Reasonable additional accommodation expenses for **you** and **your domestic animals**.

The most **we** will pay is up to 20% of the **sum insured** for **contents**, until the **home** is ready to live in.

Guidance notes

When we refer to reasonable additional accommodation expenses, this means that we will pay for alternative accommodation taking all of the circumstances of your claim into account, including your needs, the length of time for which accommodation is needed and alternative (and comparable cost of) accommodation available locally. We are happy to discuss this with you and will help to find suitable accommodation for you.

What is covered under item 19

19. Fatal injury benefit.

We will pay up to £3,000 if **you** die as a result of injury caused by fire, explosion, lightning or intruders. For **us** to pay a claim, **your** death must happen within three months of the incident.

The most **we** will pay for any one claim under the policy is up to £3,000.

What is covered under item 20

20. Household removals.

We will cover **contents** accidentally damaged or stolen during professional removal from the **home** to **your** new permanent home, or one that **your** tenant will occupy, (including while in temporary storage for up to seven days) within the United Kingdom or the Isle of Man.

What is not covered under item 20

We will not cover **personal money**, jewellery, watches, items of gold or platinum, stamps and coins.

What is covered under item 21

21. Religious festivals and wedding gifts.

We will increase the **sum insured** for **contents** by up to 10%:

- During any month in which **you** celebrate a religious festival, to cover gifts and food bought for the occasion;
- During the 30 days before and 30 days after **your** wedding day to cover wedding gifts.

What is covered under item 22

22. Occupiers, personal and employer's liability.

We will cover **your** legal liability to pay damages and claimants' costs and expenses for:

- Accidental bodily injuries or illness;
- Accidental loss or damage to property;

Happening during the period of insurance in:

- The United Kingdom and the Isle of Man;
- The rest of the world, for no more than 30 days in any one **period of insurance**;
And arising:
 - As occupier (not as owner) of the **home** and its land;
 - In a personal capacity (not as occupier or owner of any building or land);
 - As employer of a **domestic employee**.

We will not pay more than £5,000,000 for any one incident of occupiers and personal liability, unless a claim is made against **you** by a **domestic employee** where the injury or illness happens as a result of or in the course of their employment by **you** (in which case the most **we** will pay for any one incident is £10,000,000 for employers liability).

This will include any costs and expenses incurred by **you** which **we** have agreed to in writing.

What is not covered under item 22

We will not cover liability in connection with:

- **You** owning land, buildings or other fixed property;
- **You** living in or occupying land or buildings other than the **home** or its land;
- Aircraft other than pedestrian controlled radio controlled toys or models, but excluding radio controlled drones;
- **You** (or anyone on **your** behalf) owning, possessing or using any **motorised vehicle**;
- Caravans;
- Boats, boards and craft designed to be used on or in water, other than:
 - Those only propelled by oars or paddles;
 - Pedestrian-controlled toys or models;
- Deliberate or malicious acts;
- The transmission of any communicable disease or virus by **you**;
- Dangerous dogs as defined in the Dangerous Dogs Act 1991 (or any later legislation);
- Any agreement except to the extent that **you** would have been liable without that agreement;
- Any trade, business or profession;

- Loss or damage to property which belongs to **you** or is in **your** care or control;
- Bodily injury or illness to **you**.

For claims involving liability for bodily injury to or illness of a **domestic employee** working for **you** the following exclusions do not apply:

- **You** owning land, buildings or other fixed property;
- **You** living in or occupying land or buildings other than the **home** or its land;
- Aircraft other than pedestrian controlled radio controlled toys or models, but excluding radio controlled drones;
- Caravans;
- Boats, boards and craft designed to be used on or in water, other than:
 - Those only propelled by oars or paddles;
 - Pedestrian-controlled toys or models;
- Deliberate or malicious acts;
- The transmission of any communicable disease or virus by **you**;
- Any trade, business or profession.

Guidance notes

This guidance note applies if you are the owner but not the occupier of the home insured by this policy... Accidents which happen in buildings or on land are, by law, nearly always the responsibility of the occupier (the person who lives in the building or on the land) rather than the owner. If you are the owner but not the occupier of the building please remember that the occupier's personal and employers liability does not cover your legal liability as the owner of the home and its land. To protect yourself, you will need to arrange buildings insurance which provides your liability to the public cover.

The Dangerous Dogs Act 1991 imposes certain requirements on specific types of dog. It also places requirements in relation to dogs which are, as described in the Act dangerously out of control. For further guidance please see the Office of Public Sector Information Website (opsi.gov.uk) or contact the Citizens Advice Bureau.

What is covered under item 23

23. Tenant's liability

We will provide cover if **you** are legally responsible as a tenant for:

- Loss or damage to the **home** and fixtures and fittings and **contents** belonging to the landlord by any of the items listed under section 3.
- **Accidental damage** to:
 - Fixed glass and sanitary fittings installed at the **home**. This includes glass in solar-panels, baths, shower trays, shower screens, bidets, wash basins, splash backs, pedestals, sinks, toilet pans and cisterns;
 - Cables, pipes, septic tank and drain inspection covers which serve the **home**. Cover includes up to £1,000 for the cost of breaking into (then repairing and backfilling) an underground pipe **you** are legally responsible for, to clear a blockage between the main sewer and the **home** if this is necessary because normal methods of releasing the blockage are unsuccessful.

The most **we** will pay for any one claim under this policy is £1,000,000.

What is not covered under item 23

We will not cover:

- Loss or damage excluded under section 3;
- Loss or damage caused by building work which involves alterations, renovations extensions or repairs;
- Damage to cables and underground pipes due to a fault or limit of design, manufacture, construction or installation.

What is covered under item 24

24. Emergency access to **home** and garden.

We will provide cover for damage to **contents** following necessary access to the **home** by the emergency services to deal with

a medical emergency or to prevent damage to the **home**.

The most **we** will pay for any one claim under the policy is up to £1,000.

What is covered under item 25

25. **Accidental damage** to home entertainment equipment, mirrors and glass.

We will provide cover for **accidental damage** to:

- Television sets (including digital and satellite receivers), DVD and Blue-Ray players, video players and recorders, games consoles, home computers and audio equipment in the **home**;
- Receiving aerials, dishes and CCTV (closed circuit television) cameras fixed to the **home**;
- Mirrors, glass tops on furniture, fixed glass in furniture and ceramic glass in cooker hobs in the **home**.

What is not covered under item 25

We will not cover:

- Games consoles, audio/visual equipment, laptops or computer equipment designed to be portable, laptops, tablets, mobile phones;
- Digital/video cameras and satellite navigation systems;
- Radio transmitters, mobile phones and hearing aids;
- Damage caused by fitting a battery incorrectly.

What is not covered under the whole of section 3

We will not cover:

- The **excess(es)** shown on **your schedule**;
- Property insured by any other policy;
- Documents of any kind except **personal money**, passports and the title deeds to **your home**;
- **Motorised vehicles**, aircraft, boats, boards and craft designed to be used on or in water, caravans and trailers, and the parts, spares and accessories of any of these, golf carts or buggies;
- Any part of the structure of the **home** including ceilings, wallpaper and the like;
- Items used for business or professional purposes (except **home office equipment**);
- Any living creature;
- Damage caused by the process of cleaning, washing, repairing or restoring any item;
- Electrical or mechanical breakdown;
- Loss in value;
- Damage caused by chewing, scratching, tearing or fouling by **domestic animals**;
- Damage caused by wear and tear or anything which happens gradually;
- Anything set out in the General exceptions section of this policy booklet;
- Anything for which compensation is provided by the National House Building Council scheme, or other similar guarantee.

Section 4. Accidental damage to contents in the home

Guidance notes

This section of your policy extends the accidental damage cover given under section 3 to cover other types of accidental damage as well. It explains what is and is not covered.

This section only applies when shown on **your schedule** as insured.

We will provide cover for loss of or damage to **contents** in the **home** caused by any of the following:

What is covered under item 1

1. Extra **accidental damage** to **contents** in the **home**.

We will provide cover for all other **accidental damage** to **contents** whilst in the **home** that is not covered by section 3 of this policy.

What is not covered under item 1

We will not cover:

- Food and stamps;
- Damage caused by weather conditions, moth, vermin, insects, fungus, damp, rust, wet or dry rot;
- Damage caused by water entering the **home** regardless of how this happened (other than that covered under section 3 of this policy);
- Any loss that is not the direct result of the insured incident itself;
- Damage which is excluded under section 3;
- Loss or damage caused by paying guests or happening while the home or any part of it is lent, let or sublet.

What is not covered under the whole of section 4

We will not cover:

- The **excess** shown on **your schedule**;
- Damage caused by the process of cleaning, washing, repairing or restoring any item;
- Electrical or mechanical breakdown;
- Loss in value;
- Damage caused by chewing, scratching, tearing or fouling by **domestic animals**;
- Damage caused by wear and tear or anything which happens gradually;
- Anything set out in the General exceptions section of this policy booklet.

Contents conditions

The following conditions apply to sections 3 and 4 of this policy.

Guidance notes

These conditions apply only to sections 3 and 4, however the General terms and conditions set out elsewhere in the policy booklet apply to all sections of the insurance.

1. The sum insured

At all times the **sum insured** must be at least equal to the full cost of replacing the property “as new” (apart from clothing where a deduction may be made for wear and tear and loss in value).

If at the time of loss the **sum insured** is too low **we** will not settle claims on an “as new” basis and will reduce any payment to reflect wear and tear.

2. Settling claims

We can choose to settle **your** claim by:

- Replacing; or
- Reinstating; or
- Repairing; or
- Cash payment.

Replacement will be on a like for like basis or based on the nearest equivalent available in the current market. If **we** are able to replace property, but **we** agree to make a cash settlement, **we** will only pay **you** what it would cost **us** to replace the item as if it were new.

A deduction for wear and tear will apply for clothing.

What we will pay

The most **we** will pay for loss or damage arising out of one incident is the **sum insured** for **contents** shown on **your schedule**, unless otherwise stated.

We will not reduce the **sum(s) insured** by the amount paid under any claim, unless the claim relates to the total loss of any item(s) specified on **your schedule**.

3. Valuables

We will not pay more than 40% of the **sum insured** for **contents** in respect of **valuables** and no more than £3,000 for any one item of **valuables**, unless the item is specified on **your schedule**.

4. Pairs, sets, collections and suites

We will not pay for the cost of replacing any undamaged items which form part of:

- A pair;
- A set;
- A suite;
- A collection;
- Any other item of a uniform nature, design or colour.

5. Items valued over the single item limit

We will not pay more than £3,000 for any one item, set or collection unless listed separately on **your schedule** as a specified item.

We will not pay more than the item **sum insured** for any specified item.

If **you** claim for an item specified in **your schedule**, **you** will need to provide proof of the item's value.

6. Proof of value and ownership

It is **your** responsibility to prove to **us** any loss that **you** claim for. **We** recommend that **you** keep copies of receipts, valuations, photographs, instruction booklets and guarantee cards to help with **your** claim.

If **you** wish to specify an item valued at more than the single item limit shown on **your schedule**, **we** will either request proof of value prior to providing cover for the item or at the time of loss.

Section 5. Personal possessions

Guidance notes

This section of your policy provides cover on certain items whilst away from your home, anywhere in the world. This section is only available if you have selected section 3 or sections 3 and 4.

This section only applies when shown on **your schedule** as insured and is only available if you have selected section 3 or sections 3 and 4.

What is covered under item 1

1. Unspecified and specified personal possessions.

Theft, accidental loss or damage to **your** unspecified and specified **personal belongings** as shown on **your schedule** whilst in and away from the **home** in the United Kingdom and the Isle of Man, and anywhere in the world for a maximum period of 30 days in any **period of insurance**.

This cover only applies when shown on **your schedule**.

The most **we** will pay for any one item of **personal belongings** is up to £3,000 unless the item is specified on **your schedule**.

What is not covered under item 1

We will not cover:

- Mobile phones or tablets.

What is covered under item 2

2. **Personal money**, credit and debit cards.

Personal money, credit and debit cards in and away from the **home** in the United Kingdom and the Isle of Man, and anywhere in the world for a maximum period of 30 days in any **period of insurance**.

This cover only applies when shown on **your schedule**.

We will cover loss of:

- **Personal money**;
- Credit and debit cards held for social, domestic or charitable purposes. Credit and debit cards are only insured against loss if they are used by someone without **your** permission following loss or theft.

We will also cover any costs **we** have agreed to in writing before the card issuing company has received notice of the loss, as long as **you** keep to the terms of **your** card agreement.

The most **we** will pay for any one claim under the policy is up to £1,000 for **personal money** and £1,000 for credit and debit cards.

Guidance notes

Under current regulations when a card is lost or stolen (or the card details obtained fraudulently) if the cardholder has acted reasonably and followed the card terms and conditions he/she will be able to reclaim most (if not all) of the unauthorised charges from the card issuer. There are certain exceptions when the card issuer may charge a limited amount (currently £50) for charges made before they are told of the card loss or misuse. Our cover will reimburse the cardholder within the policy terms for unrecoverable charges.

What is not covered under item 2

We will not cover:

- Losses not reported to the police;
- Losses of credit and debit cards not reported to the card issuing company within 24 hours of discovering the loss;
- Any business credit/debit cards.

What is covered under item 3

3. Pedal cycles (unspecified and specified).

This cover only applies when shown on **your schedule**.

We will provide cover for loss of or damage to **your** pedal cycles in and away from the **home** in the United Kingdom and the Isle of Man, and anywhere in the world for a maximum period of 30 days in any **period of insurance**.

The most **we** will pay for any unspecified pedal cycle is up to £500.

The most **we** will pay for any specified pedal cycle will be the amount shown on **your schedule**.

What is not covered under item 3

We will not cover:

- Theft unless the pedal cycle is:
 - In **your** immediate custody and control; or
 - Securely locked to an object that cannot be moved; or
 - Securely locked to an object that cannot be moved in a locked building or **outbuilding**.

What is covered under item 4

4. Mobile phones and tablets (unspecified and specified).

This cover only applies when shown on **your schedule**.

We will provide cover for loss of or damage to **your** mobile phones and tablets in and away from the **home** in the United Kingdom and the Isle of Man, and anywhere in the world for a maximum period of 30 days in any **period of insurance**.

The most **we** will pay for any unspecified mobile phone or tablet is up to £300.

The most **we** will pay for any specified mobile phone or tablet will be the amount shown on **your schedule**.

What is not covered under item 4

We will not cover:

- Theft unless the mobile phone or tablet is:
 - In **your** immediate custody and control; or
 - Stolen from a locked room, locked building or locked **motorised vehicle**;
- Any loss arising from the unauthorised or inappropriate use of **your** mobile phone or tablet by **you** or anyone in possession of **your** mobile phone or tablet, including:
 - Call, text and data activity;
 - Financial or other loss caused directly or indirectly through the use of any electronic payment method or facility on **your** mobile phone or tablet;
- Loss of and/or the restoration of data, information or apps held in or on **your** mobile phone or tablet or on any SIM card contained therein;
- Amounts **you** are liable for under **your** airtime contract including connection/reconnection costs, call, text and data costs, subscription fees or charges of any kind;
- Indirect loss, including compensation for **you** not being able to use the lost, stolen or damaged mobile phone or tablet;
- The consequences of any resulting identity theft following **your** mobile phone or tablet being lost or stolen.

What is not covered under the whole of section 5

We will not cover:

- The **excess(es)** shown on **your schedule**;
- Theft from an unattended vehicle (other than from a locked and concealed boot, concealed luggage compartment or closed glove compartment of a securely locked vehicle which has been broken into by using force and violence);
- Loss or damage caused by wear and tear, light weather conditions, moth, vermin, insects, fungus, damp, rust, wet or dry rot, or anything which happens gradually;
- Loss or damage caused by the process of cleaning, washing, repairing or restoring any item;

- Electrical or mechanical breakdown;
- Loss or damage to sports racquets, sticks, bats and clubs while in use;
- Confiscation or detention by Customs or other officials;
- Loss in value;
- Any loss that is not the direct result of the insured incident itself;
- Business or professional use of musical instruments, photographic and sporting equipment and accessories;
- Any loss or damage covered by another policy;
- Theft, attempted theft or malicious damage caused by paying guests, tenants or **you**;
- Theft by deception, unless deception is used only as a way to get into the **home**;
- Business goods and equipment;
- Furniture, furnishings, household goods and equipment, food and drink;
- Bonds, stocks, shares and documents of any kind, other than driving licences and passports;
- **Motorised vehicles**, aircraft, boats, sail boards, surfboards, jet skis, caravans, trailers and the parts, spares and accessories of any of these, golf carts or buggies;
- Any living creature;
- Anything set out in the General exceptions section of this policy booklet.

We will not cover the following items unless they are specifically shown on **your schedule**:

- Snowboards, skis (including sticks and bindings), water skis, sub-aqua equipment and riding tack;
- Contact, corneal cap or micro lenses and hearing aids;
- Any pedal cycle valued over £500, and their parts, spares or accessories;
- **Personal money**, credit and debit cards.

We will not pay more than £1,500 in total for any one incident of theft from an unattended **motorised vehicle** (this limit applies in total to all property covered under section 5 except for item 3).

Personal possessions conditions

The following conditions apply to section 5 of this policy.

Guidance notes

These conditions apply only to section 5 however the General terms and conditions set out elsewhere in the policy booklet apply to all sections of the insurance.

1. The sum insured

At all times the **sum insured** must be at least equal to the full cost of replacing the property “as new” (apart from clothing where a deduction may be made for wear and tear and loss in value).

If at the time of loss the **sum insured** is too low **we** will not settle claims on an “as new” basis and will reduce any payment to reflect wear and tear.

2. Settling claims

We can choose to settle **your** claim by:

- Replacing; or
- Reinstating; or
- Repairing; or
- Cash payment.

Replacement will be on a like for like basis or based on the nearest equivalent available in the current market. If **we** are able to replace property, but **we** agree to make a cash settlement, **we** will only pay **you** what it would cost **us** to replace the item as if it were new.

A deduction for wear and tear will apply for clothing.

What we will pay

The most **we** will pay for loss or damage arising out of one incident is the sum insured for personal possessions and any specified items shown on **your schedule** unless otherwise stated.

We will not reduce the **sum(s) insured** by the amount paid under any claim, unless the claim relates to the total loss of any item(s) specified on **your schedule**.

3. Valuables

We will not pay more than 40% of the **sum insured** for **contents** in respect of **valuables** and no more than £3,000 for any one item of **valuables**, unless the item is specified on **your schedule**.

4. Pairs, sets, collections and suites

We will not pay for the cost of replacing any undamaged items which form part of:

- A pair;
- A set;
- A suite;

- A collection;
- Any other item of a uniform nature, design or colour.

5. Items valued over the single item limit

We will not pay more than £3,000 for any one item, set or collection unless listed separately on **your schedule** as a specified item.

We will not pay more than the item **sum insured** for any specified item.

If **you** claim for an item specified in **your schedule**, **you** will need to provide proof of the item's value.

6. Proof of value and ownership

It is **your** responsibility to prove to **us** any loss that **you** claim for. **We** recommend that **you** keep copies of receipts, valuations, photographs, instruction booklets and guarantee cards to help with **your** claim.

If **you** wish to specify an item valued at more than the single item limit shown on **your schedule**, **we** will either request proof of value prior to providing cover for the item or at the time of loss.

Section 6. Family legal expenses

Guidance notes

This section of your policy provides cover for certain legal disputes you may become involved in.

This section only applies when shown on **your schedule** as insured.

What is covered under item 1

1. Free legal advice

Guidance notes

This item provides cover for a limited free legal advice service over the telephone.

We provide access to a free legal advice telephone line for advice on personal legal matters covered by this policy. This provides initial verbal legal advice over the telephone relating to a possible claim covered by this policy. No correspondence will be entered in to when utilising this service.

The most **we** will pay for any one or more claims during the **period of insurance** is £25,000.

What is not covered under item 1

Any advice relating to any legal matter that will not be covered under this policy.

What is covered under item 2

2. Personal injury

Guidance notes

This item provides cover for legal assistance to recover compensation should you suffer an accident that results in personal injury or death.

This item provides **legal assistance** to recover compensation and **defendants costs** should **you** suffer personal injury or death.

Where **your claim** for the pursuit of personal injury has been accepted and it is reasonable and necessary **we** will (when supported by medical evidence) provide **rehabilitation treatment** up to £5,000.

The most **we** will pay for any one or more claims during the **period of insurance** is £25,000 including **professional fees** and **defendants costs** and up to £5,000 towards rehabilitation costs.

What is not covered under item 2

We will not cover:

- Rehabilitation costs relating to an injury or symptoms not relating to the claim accepted under this section and/or incurred without **our** written authority.
- Any illness or bodily injury, which happens gradually or is not caused by a specific or sudden event.
- Any injury caused in a road traffic or other incident where **you** were the driver or passenger in a private **motorised vehicle**.
- Clinical or medical negligence or pharmaceutical or any related claims (including but not limited to tobacco products).
- Industrial disease/deafness claims.

What is covered under item 3

3. Criminal prosecution defence

Guidance notes

This item provides cover for professional fees against a strict liability criminal prosecution brought against you where you are subsequently proven to be innocent.

Following **your** successful acquittal in a criminal prosecution involving a **strict liability** offence **we** will pay **your professional fees** incurred following a successful defence provided that:

- The matter is reported to **us** within 14 days of **you** being made aware of the prosecution;
- **You** were unaware that a criminal offence had been committed by **you**;
- Any sums **you** are entitled to recover elsewhere are recovered and applied first to your **professional fees** after which **we** will pay the shortfall subject to the policy limit, terms and condition(s).

The most **we** will pay for any one or more claims during the **period of insurance** is £25,000 including **professional fees** and **defendants costs**.

What is not covered under item 3

We will not cover:

- Any criminal offence which is not a **strict liability** offence; and
- Any **strict liability offence**:
 - involving a **motorised vehicle**, or offences of a sexual nature;

- not committed during the **period of insurance**;
- related to **your** business or profession, or in relation to a claim under an insurance policy/claim.
- **Any professional fees** incurred unless all charges against **you** are dismissed or **you** are acquitted;
- Any **professional fees** following a means test **you** are entitled to recover under legal aid;
- Any **professional fees** in excess of the rates that would be payable by the legal aid agency whether or not legal aid is available to **you**.

What is covered under item 4

4. Tax protection

Guidance notes

This item provides cover for proceedings in respect of a full personal tax enquiry by the HM Revenue and Customs

Professional fees in any appeal proceedings in respect of a full enquiry by the HMRC into **your** personal tax affairs, if the full enquiry related to **your** PAYE earnings and/or P11D benefits pertaining to **your** work as an employee.

The most **we** will pay for any one or more claims during the **period of insurance** is £25,000 including **professional fees** and **defendants costs**.

What is not covered under item 4

We will not cover:

- Any **professional fees** arising from, involving or related to:
 - Any earnings outside **your** contracted employment;
 - Criminal proceedings, alleged fraudulent evasion of tax, misstatement with the intent to deceive, tax avoidance schemes;
 - Any loan arrangement with **your** employer;
 - Any issue relating to shares.

What is covered under item 5

5. Jury service

Guidance notes

This item covers you for loss of salary or wages up to defined limits should you be required to attend Jury Service.

We will pay **your** salary or wages for the time that **you** are unable to work whilst attending jury service that are not payable by the court or **your** employer.

Copies of **your** wage/salary slips and **your** employment contract will be required to support any claim.

The amount **we** will pay is based on the following:

- The time **you** are off work. **We** will calculate this to the nearest half day, assuming that a whole day is eight hours;
- If **you** work full time the salary or wages for each whole day equals 1/250th of **your** annual salary or wages net of deductions for Income Tax and National Insurance contributions;
- If **you** work part time the salary or wages will be based on the last six months average earnings. In any event **we** will not pay more than £100 a day or £1,000 in total for any one claim.

What is not covered under item 5

We will not cover:

- The policy only covers loss of salary or wages that would be paid by **your** employer if **you** had attended work.
- Lost income or other losses suffered by a business or a self-employed person.
- Loss of bonus or overtime.

What is covered under item 6

6. Contract disputes

Guidance notes

This item provides legal assistance or legal advice for contract disputes including buying or hiring of goods, selling goods, buying or selling your home.

Legal assistance and **defendants costs** to pursue **your** legal rights in a dispute arising from a contract, which **you** have entered into for:

- Buying or hiring of any goods or services; or
- Selling of any goods **you** own;
- Buying or selling of **your home**.

Provided that:

- The agreement has been entered into by **you** and the agreement was made during the **period of insurance**; and
- Where the sum in dispute is a **small claim**, cover will be restricted to **legal advice** only.

The most **we** will pay for any one or more claims during the **period of insurance** is £25,000 including **professional fees** and **defendants costs**.

What is not covered under item 6

Any claim or dispute relating to the following:

- A contract regarding or relating to **your** profession, business or employment;
- A lease, licence or tenancy of land or buildings;
- Construction/building work (including internal or external structural alterations) on any land, or designing, converting or extending any building;
- The sale or purchase of any land or building other than **your home**;
- A contract involving a **motorised vehicle**;
- Advice, sale, cover or settlement payable under an insurance or other financial product or service;
- Where the contract is not confirmed in writing;
- Items/property sold at auction or through an auction website;
- Any dispute with a local or government authority;
- Items or property that have previously been repossessed;
- **Professional fees** and/or **defendants costs** where **your** defence to a claim is not wholly successful;
- The purchase or sale of **your home** that fails prior to legal completion;
- Any dispute regarding any goods or services which is not intended for **your** personal use or within **your home**.

What is covered under item 7

7. Property protection

Guidance notes

This item provides legal cover to pursue a civil claim relating to material property owned by you including nuisance or trespass.

We will negotiate **your** legal rights to pursue a civil claim relating to material property (including **your home**), which is owned by **you** following:

- An event which causes, or could cause, physical damage to such property; or
- Any nuisance or trespass.

The most **we** will pay for any one or more claims during the **period of insurance** is £25,000 including **professional fees** and **defendants costs**.

What is not covered under item 7

Any claim relating to the following:

- A contract entered into by **you**;
- Any building or land other than the **home**;
- Any event occurring whilst the **home** was left **unoccupied**;
- Someone legally taking **your** material property, whether **you** are offered money or not, or restrictions or controls placed on **your** material property by any government or public local authority unless the claim is for accidental damage;
- Work done by or on behalf of any government or public authority unless the claim is for accidental damage;
- A **motorised vehicle**;
- Mining subsidence;
- Defending any claim for property damage caused by **you**, but defending a counter claim resulting from a damage claim being pursued under this policy is covered;
- The first £250 of **professional fees** incurred following acceptance under this policy of **your claim** for nuisance or trespass. This is payable as soon as **we** accept the claim;
- Any matter where the value of the loss is less than £100.

What is covered under item 8

8. Education

Guidance notes

This item provides cover for appeals related to your child(ren) not being allocated a place in your selected school(s) as part of the admissions process.

We will provide **legal assistance** when appealing against the decision of **your LEA** arising from the **LEA's** failure to follow their published admissions policy, resulting in **your** child who is permanently living with **you**, not being allocated a place at one of **your** nominated schools.

The most **we** will pay under this item in respect of any claim(s) is £5,000 in any one **period of insurance**.

What is not covered under item 8

Any claim where:

- **You** failed to nominate in **your** application, the school covering **your home** within their catchment area;
- **You** did not nominate the maximum number of schools in **your** application;
- **You** did not follow the **LEA's** application or the appeals process (this includes missed deadlines);
- **You** include a school within **your** application that is outside of the **LEA's** area;
- The application was due or the allocation occurred within the first 6 months of inception of cover;
- **Your** child has been expelled, suspended or permanently excluded from another school;
- The allocation of places does not rest with the **LEA**;
- **You** have nominated a school where admission involved examinations or other selection criteria;
- **Your** child is under the age of 5 years old (other than for admission disputes arising from the academic year during which they will have their 5th birthday);
- **Your** child will be 17 years old or older during the next academic year.

What is covered under item 9

9. Probate

Guidance notes

This item provides cover for legal assistance to challenge a will.

We will provide **legal assistance** to challenge the validity of a will of **your** parents or grandparents, children, stepchildren or adopted children.

The most **we** will pay for any one or more claims during the **period of insurance** is £25,000 including **professional fees** and **defendants costs**.

What is not covered under item 9

We will not cover:

- Any claim where the deceased did not make a will (died intestate) or, the will subject to the dispute cannot be traced;
- Any claim where the will subject to the dispute does not fulfil the legal requirements for making a will in that the will is either not in writing or, has not been signed by two witnesses in the presence of the person making the will or, has not been signed by or on behalf of the person making the will;
- The defence of any probate dispute including the validity of a will;
- Any claim arising under The Inheritance (Provision for Family and Dependents) Act 1975.

What is not covered under the whole of section 6

We will not cover:

- Any sum **you** are ordered to pay by way of a fine, costs, compensation or other financial penalty by a court in criminal proceedings;
- Prosecutions which allege dishonesty or violence;
- Claims made against **us** or the firm that arranged and placed **your** insurance with **us**;
- Divorce, judicial separation, cohabitation, residence, contact, financial provision, ancillary relief or affiliation;
- Custody, guardianship, parental or other access rights;
- Disputes between **you** and/or any family members or persons related to **you** by blood or marriage not residing at the **home**. This provision does not apply to section 9 of **your** cover;
- Patents, copyrights, trademarks, service marks, registered design, intellectual property or secrecy or confidential agreements;
- Any venture for gain undertaken outside of an employment contract;
- Directorship or partnership disputes;
- Verbal contracts;
- An incident which:
 - Occurred outside of the United Kingdom; or
 - Did not occur during the **period of insurance** stated in the **schedule**;

Your insurance does not cover **professional fees** and/or **defendant's costs**:

Of a **small claim**;

- Incurred in claiming damages or compensation in respect of loss or damage covered by another policy of insurance;
- Where they are covered by another policy of insurance;
- Where, in **our** opinion, the value/amount in dispute is disproportionate to the time and **professional fees** involved in its pursuit;
- In respect of any matter that was not caused by a specific or sudden incident/event;
- In excess of those recoverable under the Civil Procedure Rules or other agreement between the parties;
- Where **we** have agreed someone other than **our** nominated **authorised representative** may act for **you**, **we** will not pay any sums in excess of what **we** would have paid to an **authorised representative** that **we** would have appointed to undertake the same work;
- Incurred before **we** have received full details of/for any event or **claim** or before **we** have accepted **your claim**;
- Over and above the maximum amount payable under this insurance in any one **period of insurance**;
- Where, in **our** or the **authorised representative's** opinion, **your claim** does not have a **reasonable prospect of success**;
- Where **your** defence is not wholly successful;
- For claims incurred after **you** or **we** have received professional advice to accept a proposal, Part 36 offer or Part 36 payment made in settlement of **your claim**, or professional advice not to pursue or continue to pursue **your claim** by **legal proceedings**;
- Incurred after **we** have told **you** that **we** consider **your claim** should be pursued by means other than by **legal proceedings**;
- For any appeal made without **our** consent in writing, or after receiving **our** or the **authorised representative's** written consent, incurred after **you** have received professional advice that the appeal does not have a **reasonable prospect of success**;

- Where **you** have failed to comply with a condition or the terms and condition(s) of this policy of insurance;
- Where the **authorised representative** instructed to act on **your** behalf refuses to continue to act on **your** behalf or represent **you**;
- Where **you**, without a good reason, instruct the **authorised representative** to cease acting for or representing **you**;
- For claims which arise from a criminal act, intention or omission by **you**;
- **We** will not pay for expert or other evidence required to establish that **your** potential claim meets the requirements of the policy;
- For applications for judicial review or in respect of the Human Rights Act or proceedings forming part of a group or multi-party action.

Family legal expenses conditions

The following conditions apply to section 6 of this policy.

Guidance notes

These conditions apply only to section 6 however the General terms and conditions set out elsewhere in the policy booklet apply to all sections of the insurance.

1. Claims conditions

You must comply with the following obligations each of which is a condition of this policy:

- Ensure that **we** receive notification of any event which may give rise to a claim under this policy as soon as possible;
- Ensure that **we** receive full details of any claim under this policy no later than 180 days after the event giving rise to the **claim**;
- Provide any information requested by **us** or the **authorised representative** as soon as possible;
- Take steps, where possible, to minimise **professional fees** or **defendant's costs** which **we** may be liable to pay under the terms of this insurance;
- Ensure any claim **you** make is an honest claim and not one which is false or fraudulent;
- Ensure that **your claim** is not prejudiced by any action or inaction on **your** part.

You will at all times co-operate with **us** and the **authorised representative**.

2. The authorised representative's obligations

The **authorised representative we** appointed to act on **your** behalf must:

- Provide **you** on **our** behalf with a reasoned assessment in writing of the **prospects of success** in **your claim** and an estimate of the likely costs of pursuing **your claim** as soon as practicable and in any event within 28 days of accepting instructions to act on **your** behalf;
- Notify **you** on **our** behalf immediately in writing of any proposal made in settlement of **your claim** or any part 36 offer or part 36 payment made in respect of **your claim**, together with their advice as to whether the proposal, part 36 offer or part 36 payment should be accepted;
- Notify **you** on **our** behalf immediately in writing of any change in their assessment of the prospects of success in **your claim**;
- Provide **us** with such information as **we** may require from time to time about the progress of **your claim**;
- Provide **us** with a written report at 6 monthly intervals from the date instructions to act on **your** behalf were accepted by the **authorised representative**, as to the progress of **your claim** and any change in the **prospects of success** in **your claim** or the likely cost of pursuing **your claim**;
- Deal with **your claim** in such manner as **we** require from time to time;
- Obtain **our** consent in writing before undertaking any of the following:
 - o Issuing **legal proceedings** on **your** behalf;
 - o Instructing counsel, leading counsel or an expert witness on **your** behalf;
 - o Making an appeal against any order of the court made in **legal proceedings** issued on **your** behalf;
 - o Withdrawing, discontinuing or settling **your claim** in a way which may give rise to a liability on **our** part to pay **defendant's costs** under this policy;
 - o Entering into any agreement as to the amount of or liability to pay **defendant's costs**;
 - o Entering into any form of alternative dispute resolution;

- o Incurring any disbursement;
- Use their best endeavours to obtain payment of **professional fees** or **defendant's costs** from any other party who may be liable to pay those costs;
- Repay to **us** any costs **we** have paid in the pursuit of **your claim** which may be recovered from any other party; and
- If required to do so by **us** procure an assessment by the court or an appropriate professional body of the amount properly payable to the **authorised representative** for **professional fees**.

General terms and conditions

Guidance notes

So far you have seen conditions which are specific to each section of cover. The terms and conditions set out below apply to the whole of this insurance. They explain your responsibilities under this contract of insurance.

THESE GENERAL TERMS AND CONDITIONS APPLY TO THE WHOLE OF THE INSURANCE

These terms and conditions apply to all sections of the policy. If **you** do not perform or comply with a term or condition, **we** might not be under any obligation to pay anything under the terms of this policy.

1. Your duties to us

- **You** must keep property that is insured under **your** policy in good condition.
- **You** must make sure **your home** and any **outbuildings** are left secure whenever **you** leave them unattended by closing all accessible windows and closing and locking all external doors.
- **We** will only provide the cover described in this policy booklet and **schedule** if:
 - o The premium has been paid for the current **period of insurance**; and
 - o **You** and anyone claiming under this insurance has met all the conditions contained in this policy booklet, **schedule**, and any **clauses** applied to the insurance; and
 - o The information **you** provided or which was provided on **your** behalf and which forms **your** proposal for insurance or is contained in any declaration is, to the best of your knowledge and belief, correct and complete; and
 - o **You** provide us with co-operation and assistance throughout the duration of this insurance, for example if **we** request information or documentation from **you** when **you** purchase cover, make changes, submit a claim or, where applicable, renew **your** insurance with **us**; and
 - o **You** take all precautions to prevent loss or damage occurring and the extent of any loss or damage.
- **Your** premium is based on information **you** supplied to the firm that arranged **your** insurance with **us** at the start of the insurance, subsequent alteration or renewal. **You** must tell the firm that arranged **your** insurance with **us**, the **administrator** or **us** immediately of any change to that information.
- If **you** or anyone acting on **your** behalf at any time acts abusively or makes inappropriate comments (for example but not limited to those of a sexual nature), to **our** employees, the **administrator**, or the firm that arranged **your** insurance with **us**, then cover will cease immediately. Where applicable, **you** will be provided with a proportionate refund of premium.

2. Your policy

The following elements form the contract of insurance between **you** and **us**, please keep them in a safe place:

- The information **you** provided or which has been provided on **your** behalf when **you** took out insurance with us in either electronic form or paper copy;
- Any other information given by **you** or on **your** behalf in the formation and throughout the duration of the contract;
- **Your** policy booklet;
- **Your schedule**;
- Any **clauses** endorsed on **your schedule**;
- Changes to **your** home and family legal expenses insurance policy contained in notices issued by **us** at renewal.

3. Claims – your duties

As soon as **you** are aware of an event or cause that is likely to lead to a claim under this policy you must:

- Tell the police immediately about any property which has been lost, stolen or damaged by riot or civil unrest or has been maliciously damaged, and get a crime reference number;
- Contact **our claims service provider** (sections 1 to 5) or **us** (section 6) as soon as reasonably possible and, in the case

of claims involving damage by riot or civil unrest, not more than 7 days after becoming aware of the damage, and provide all the information and help **we** or they need to settle **your** claim;

- Do all **you** reasonably can to get back any lost or stolen property and tell **our claims service provider** without unnecessary delay if any property is later returned to **you**. If property is recovered and **we** have settled your claim, the property recovered becomes **ours**;
- Call **our claims service provider** if you receive any information or communication about the event or cause;
- Avoid discussing liability with anyone else without **our** permission.

You must tell the firm that arranged **your** insurance with **us**, the **administrator** or **us** about any other insurance contracts **you** have in place that provides the same or similar insurance cover as this policy.

If you fail to tell us or you delay telling us about an incident that may lead to a claim and this increases our claim costs, you will become liable to pay the additional costs. It may also invalidate your right to claim.

Guidance notes

Your policy is intended to cover you against unforeseen events like fire or theft. It does not cover wear and tear or damage which happens gradually over a period of time. It is not a maintenance contract.

To help us settle your claim it is your responsibility to prove any loss and therefore we may ask you to provide receipts, valuations, photographs, instruction booklets, and guarantee cards and any other relevant information, documents and assistance we may require to help with your claim.

4. Our Rights

We shall have absolute discretion in the conduct of the settlement of any claim and **you** must give **us** and **our claims service provider** whatever co-operation, information and assistance is necessary.

We will be entitled, at **our** cost, but in **your** name to take legal proceedings for **our** own benefit in respect of the cost of the claim, damages or otherwise and **we** will have full discretion in the conduct of any legal proceedings and in the defence or settlement of any claim.

We or **our claims service provider** shall at all times be allowed free access to inspect any insured property, including property damaged that **you** are claiming for.

You cannot abandon property to **us**.

If **you** owe **us** premium or claims monies under this, or any other insurance policy **you** hold with **us**, **we** may deduct such monies from any valid claim which becomes payable under this policy. Such deductions may reduce or remove any liability **we** owe to **you**. In the event **your** debt is not extinguished or **we** are unable to deduct the amount owed for any reason, this condition does not prevent **us** from pursuing **you** separately for any balance owed.

5. Policy limits

For any claim or series of claims covered by this policy, **we** will pay:

- Up to the limit shown against each item under each section and any amounts shown on **your schedule**; or
- Any lower amount for which **we** can settle **your** claim.

Once **we** have made payment **we** will have no further liability in connection with **your** claim, apart from paying costs and expenses **you** incurred with **our** permission before the payment date, or reclaiming any costs and expenses incurred by **us**.

6. Fraud

If **you**, or anyone acting on **your** behalf, upon applying for cover, renewing the policy, amending the policy or making a claim, commit a fraudulent act, submit a false document or make a false or exaggerated statement, cover under this policy may be declared void (where permitted by law) or otherwise cancelled immediately and **you** will not be entitled to a refund of premium. Any claims made against the policy will also not be paid. Where the full premium has not been paid, for example **your** payment has failed, been subsequently recalled or **you** have outstanding monthly instalments, **we** will seek to enforce payment of the premium in full.

We may also take legal action against **you**.

7. Other insurance

If **you** make a claim for loss or damage under **your** policy that is also covered by any other insurance and/or maintenance contract, **we** will only pay **our** proportionate share of the claim.

8. Index linking

We may increase the **sum(s) insured** shown on **your schedule** to allow for increases in the cost of living in line with the retail price index for **contents** and the House Rebuilding Cost index for **buildings**. **We** may do this every month and update the **sum insured** when **your** policy is due for renewal.

The new **sum(s) insured** and renewal premium will be shown on **your** renewal notice. **We** will not reduce the **sum insured** if the index falls. **We** will continue to index link the **sum insured** during rebuilding or repairs following a claim, as long as the work is carried out without unnecessary delays.

Guidance notes

Index linking does not replace the need to insure the buildings and contents for the correct sums insured. It is important that the correct sum insured is used after which, index linking will maintain the sum insured in line with price inflation.

9. Joint policyholders

If there is more than one policyholder named on the **schedule** any of them can amend the policy or make a claim and **we** may pay the claim to that person. If **you** want to remove a policyholder from the policy, **we** can only accept authority from that person, by a court order, or by the written agreement of that persons representative (if he or she has died).

General exceptions

Guidance notes

So far you have seen exclusions which are specific to each section or items of cover. The General exceptions set out below apply to the whole of this insurance. They explain what is excluded under this contract of insurance.

THESE GENERAL EXCLUSIONS APPLY TO THE WHOLE OF THE INSURANCE

These exclusions apply to all sections of the policy. This policy does not cover:

1. War

Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:

- War, invasion, act of foreign enemy, hostilities or a warlike operation or operations (whether war be declared or not);
- Civil war, mutiny, rebellion, revolution, military rising, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power.

2. Terrorism

Any consequence whatsoever which is directly or indirectly caused by nuclear and/or chemical and/or biological and/or radiological means, or anything connected with those means, and which is the direct or indirect result of terrorism, or anything connected with terrorism, whether or not such consequence has been contributed to by any other cause or event.

Terrorism is defined as an act or acts including, but not limited to:

- The use or threat of force and/or violence and/or;
- Harm or damage to life or to property (or the threat of such harm or damage) including, but not limited to, harm or damage by nuclear and/or chemical and/or biological and/or radiological means;

Caused or occasioned by any person(s) or group(s) of persons in whole or in part for political, religious, ideological or similar purposes including, but not limited to, the intention to influence any government and/or to put the public or any section of the public in fear, or is claimed to be caused or occasioned in whole or in part for such purposes

The terrorism exclusion applies in respect of sections 1 to 5 of this policy.

3. Other actions

Any consequence whatsoever which is the direct or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event:

- Any action taken in controlling, preventing, suppressing or in any way relating to:
 - War; or
 - Terrorism;

As set out in items 1 and 2 above.

4. Radioactivity

Loss, damage or liability which involves:

- Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste; or
- The radiation, toxic, explosive or other dangerous properties of explosive nuclear equipment.

5. Sonic bangs

Loss of or damage to property caused by pressure waves from aircraft traveling at or above the speed of sound.

6. Pollution or contamination

Loss, damage or liability arising from pollution or contamination unless caused by:

- A sudden and unexpected accident which can be identified;
- Oil leaking from a domestic heating oil installation at the **home**.

7. Deliberate or criminal acts

Any loss or damage:

- Deliberately caused by; or
- Arising from a criminal act caused by;

You or any person living with **you**.

8. Events before the cover start date

Loss, damage, injury or liability which occurred before the cover under this policy started.

No claim discount (only applicable to sections 1 to 5)

If **you** make a claim under **your** policy, **we** will reduce **your** no claim discount at the renewal of **your** policy in accordance with **our** no claim discount scale applicable at the time.

If **you** do not make a claim under **your** policy, **we** will increase **your** no claim discount each year at the renewal date of **your** policy until **you** reach **our** maximum of 5 years.

We do not grant no claims discount on policies running for less than 12 months.

Cancellation

Guidance notes

You or we may cancel this insurance at any time. We set out below the circumstances under which we may cancel your insurance and the amount of premium you may be refunded. There are some circumstances where no premium refund will be given e.g. you do not tell us the truth or we reasonably suspect fraud.

To effect cancellation of **your** policy, **you** should contact the firm that arranged **your** insurance with **us**.

Cancellation by you during the cooling-off period

This insurance provides **you** with a cooling-off period to decide whether **you** wish to continue with this insurance. The cooling-off period is for 14 days from the date **you** receive **your** policy documentation.

If a period of less than 14 days has elapsed since **you** received **your** policy documentation, and **you** have not made a claim, **you** have the right to cancel the policy and receive a refund of the premium **you** have paid:

- If at the date of cancellation **your** policy has not yet commenced **you** will receive a full refund of the premium **you** have paid from **us**; or
- If **your** policy has already commenced, **you** will receive a refund of premium from **us**, equivalent to the unexpired period of cover on a pro rata basis.

Cancellation by you – after the cooling-off period

You may cancel this policy by contacting the firm that arranged **your** insurance with **us**.

If **you** have paid the full annual premium, and there have been no claims or incidents likely to result in a claim in the current **period of insurance**, **you** will receive a refund of premium from **us** equivalent to the unexpired period of cover on a pro rata basis.

Where **you** have made a claim and wish to cancel **your** policy **you** will not be entitled to a refund of premium.

If **you** are paying the annual premium by monthly instalments, no further premiums will be collected from **you** once the firm that arranged **your** insurance with **us** received notice of cancellation from **you**, provided there have been no claims or incidents likely to result in a claim in the current **period of insurance**.

If **you** are cancelling the policy and there has been a claim or incident likely to result in a claim in the current **period of insurance** the full annual premium must be paid by **you**.

Cancellations will not be backdated.

Cancellation by us – during and after the cooling off period

We, or the **administrator** can cancel this policy where there is a valid reason for doing so by giving **you** 7 days' notice in writing setting out the reason for cancellation. This will be sent to the last address **you** notified to **us**.

Valid reasons include but are not limited to the following:

Cancellation by us – non-payment of premium

We, the **administrator** or the firm that arranged **your** insurance with **us** can cancel this policy by giving **you** 7 days' notice in writing to the last address **you** notified to **us**. If **we** receive payment by the date set out in the letter **we** will take no further action. There will be no refund of premium if **our** cancellation is the result of **your** failure to pay the full premium.

Cancellation by us – where we reasonably suspect fraud

The Consumer Insurance (Disclosure and Representations) Act 2012 and The Insurance Act 2015 requires **you** to take

reasonable care to provide complete and accurate answers to the questions **we** ask and sets out situations where failure by a policyholder to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date and to keep any premiums paid. There will be no refund of premium if **our** cancellation is the result of **your** dishonesty or where **we** reasonably suspect fraud by **you**.

Where **our** investigation provides evidence of fraud or a serious non-disclosure **we** may cancel the policy immediately and backdate the cancellation to the date of the fraud or when **you** provided **us** with incomplete or inaccurate information, which may result in **your** policy being cancelled from the date **you** originally took it out. **We** may also seek reimbursement of any claims monies paid by **us** since the fraud was committed.

Cancellation by us – for your non-compliance with policy terms and conditions

We, the **administrator** or the firm that arranged **your** insurance with **us** can cancel this policy by giving **you** 7 days' notice in writing to the last address **you** notified to **us**. There will be no refund of premium if **our** cancellation is the result of **your** failure to comply with the policy terms and conditions e.g. **you** fail to co-operate with **us** or provide **us** with information or documentation **we**, the **administrator** or **claims service provider** reasonably require, and this affects **our** ability to process a claim or defend **our** interests.

Cancellation by us – other reasons

Where cancellation is effected by **us**, the **administrator** or the firm that arranged **your** insurance with **us** any refund of premium will be calculated on a pro rata basis taking into account the original policy period and the number of days remaining to the expiry date of the policy. Provided there have been no claims or incidents likely to result in a claim in the current **period of insurance**, **we** will refund the premium relating to any unused portion of cover within the current **period of insurance** on a pro-rata basis.

Guidance notes

Please note that any refund from us whether during or after the cooling off period may be subject to a further cancellation charge levied by the firm that arranged your insurance with us and/or the administrator. Any charges levied by them will be in accordance with the terms and conditions agreed between you and them at the time you arranged this insurance.

What to do if you have a complaint

We, the firm that arranged **your** insurance with **us**, and the **administrator** aim to provide **you** with a prompt and efficient service at all times but on occasions this may not be possible and **we/they** may fall short of **your** expectations. If **we** or **they** have not provided **you** with a prompt and efficient service and **you** wish to complain, please contact the **administrator**.

If **your** complaint is in relation to the way in which **your** insurance was sold, the firm that arranged **your** insurance with **us** and the **administrator** will deal with **your** complaint.

If **your** complaint is about **our** service, the policy terms and conditions, or a claim, the **administrator** may refer **your** complaint to **us**.

We or the **administrator** will investigate **your** complaint and issue a final response letter.

If **you** are unhappy with the final response and **you** are an eligible complainant (an individual consumer or a micro-enterprise or a charity or trustee of a trust under a certain size) **you** may wish to contact the Financial Ombudsman Service. They offer a free and independent service for resolving disputes about most financial matters and **you** have six months from the date of the final response letter to contact them. Please note that the Financial Ombudsman Service will not adjudicate **your** complaint until **you** have received a final response letter or eight weeks has passed since **you** notified **your** complaint.

Their contact details are:

Financial Ombudsman Service
Exchange Tower
London
E14 9SR

Website: www.financial-ombudsman.org.uk
Email: complaint.info@financial-ombudsman.org.uk
Phone: 0800 023 4567 or 0300 123 9 123

The Financial Ombudsman Service decision is binding on **us** but not **you**. The complaints procedure set out above does not affect **your** right to take legal action against **us**, the firm that arranged **your** insurance with **us**, or the **administrator**.

Financial Services Compensation Scheme

Elite Insurance Company Limited is a member of the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from this scheme if **we** cannot meet **our** liabilities under this policy.

Further information about the scheme is available on the FSCS website at www.fscs.org.uk or by writing to:

Financial Services Compensation Scheme
10th Floor
Beaufort House
15 St Botolph Street
London
EC3A 7QU

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