



**Tansar**

## **Unoccupied Home Insurance Policy**

## Important Information

**You** must read this document in conjunction with **Your Policy Schedule** and any **Endorsements**. If any information contained in these documents is incorrect, please contact **Your Broker** as soon as possible. **You** must also notify **Your Broker** of any other alterations required to **Your** policy as soon as possible.

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

**If You are involved in an incident likely to result in a claim under this policy, please refer to our claims procedure at the end of this booklet.**

## Contract of Insurance

The contract does not give, or intend to give, rights to anyone else. No-one else has the right to enforce any part of this contract.

This document, **Your Policy Schedule** and any **Endorsements** set out what is and what is not covered. They all form the contract of insurance between **You** and Insurers and should be read together.

Please check that they meet **Your** needs and that **You** understand them.

This contract is subject to English law unless both parties agree otherwise. This contract is written in English and all communications about it will be conducted in English.

If **You** have any questions about these documents, please contact the **Broker** who arranged the policy for **You**, who will be pleased to help **You**.



Mike Fenton  
Director  
Tansar Holdings Ltd

## The Underwriters

This insurance is underwritten by the Insurance Company or Lloyd's syndicate whose name is specified in the **Policy Schedule** and administered on their behalf by Tansar Holdings Limited.

Tansar Holdings Limited are appointed representatives of Prestige Underwriting Services Limited who are authorised and regulated by the Financial Conduct Authority. FRN 730782. **You** can confirm this on the Financial Services Register by visiting [www.fca.org.uk](http://www.fca.org.uk) or by contacting them on 0800 111 6768. Tansar Holdings Limited is registered in England under company number 09841384. Registered office: The Old Exchange, 521 Wimborne Road East, Ferndown, Dorset, United Kingdom, BH22 9NH.

## Data Protection Notice

This Data Protection Notice explains how **We** may use **Your** details. It tells **You** about the registers and databases that **We** and others have in place, which help to detect and prevent fraudulent applications and claims, and must be shown to any party related to this insurance.

All phone calls relating to applications and claims may be monitored and recorded and the recordings used for fraud prevention and detection, training and quality control purposes.

Subject to the provisions of the Data Protection Act 1998, **You** are entitled to receive a copy of the information **We** hold about **You**. **You** may be charged a fee for this. Such requests should be made to:

The Data Protection Officer  
Tansar Holdings Limited  
10 Governors Place  
Carrickfergus  
Co. Antrim  
BT38 7BN

Any information **You** give to **Us** will be used by **Us** and other parties involved in the normal administration of **Your** Insurance. **We** may also share **Your** information with other Group Companies.

For more information on the Data Protection Act **You** may also write to the Office of the Information Commissioner at:

Wycliffe House  
Water Lane  
Wilmslow  
Cheshire  
SK9 5AF  
Tel: 0303 123 1113 or 01625 54 57 45  
E-mail: mail@ico.gsi.gov.uk

## Detecting and Preventing Fraud

In order to keep premiums as low as possible for all of our customers, **We** participate in a number of industry initiatives to aid the prevention and detection of crime, especially insurance related fraud. **We** pass information to the Claims and Underwriting Exchange Register operated by Insurance Database Services Ltd (IDS Ltd) and the UK Police. **We** may search these registers and any other relevant databases in order to make decisions regarding the provision and administration of insurance and, when **You** make a claim, to validate **Your** claims history or that of any person or property likely to be involved in the claim.

As part of our anti-fraud processes, information will be passed to third party credit reference agencies for the purposes of identity verification only. As part of the identity verification process, **Your** information will be checked against a range of databases/registers and a 'soft footprint' will be left on **Your** credit file for a period of 12 months. Unlike standard credit checks, soft footprints do not affect **Your** credit score and **You** are the only person who can view them on **Your** credit report.

## Employers' Liability Tracing Office Notice

Certain information relating to **Your** insurance certificate or policy, namely:

- the policy number(s),
- employers' names and addresses (including subsidiaries and any relevant changes of name),
- coverage dates, and
- the Employers' Reference Numbers (ERN) provided by Her Majesty's Revenue and Customs and Companies House Reference Numbers

will be provided to the Employers' Liability Tracing Office, (the "ELTO") and added to the Employers' Liability Database (ELD).

It is understood by **You** that the above named information provided to **Us** will be processed by **Us**, for the purpose of providing the ELD, in compliance with the provisions of the Employers' Liability Insurance: Disclosure by Insurers Instrument 2010.

The ELTO may provide such information to third parties to assist individuals with claims arising out of their course of employment in the United Kingdom for employers carrying on, or who carried on, business in the United Kingdom, to identify an insurer or insurers that provided employers' liability insurance.

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## Definitions

The following words or phrases appear throughout this policy booklet and have the same meaning as described below. Therefore **You** must refer to this section where such words or phrases appear.

**You/Your** - the person named as the 'insured' or 'policyholder' on the **Policy Schedule**,

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

**We/Us** – Tansar Holdings Limited on behalf of the Insurance Company or Lloyd's syndicate which covers **You** and whose name is specified in the **Policy Schedule**.

**Accidental Damage** - means sudden and as a result of an external visible and violent cause.

**Bodily Injury** – Death, injury, illness or disease.

**Broker** – a representative authorised by **Us** to sell and administer our insurance policies.

**Buildings** – The **Home** and its permanent fixtures and fittings (including fixed tanks providing fuel to the **Home**), swimming pools, permanently fixed hot tubs & jacuzzis, paths, drives, terraces, walls, hedges, gates and fences all contained within the boundaries of the **Land**.

**Computer Virus** - means a set of corrupting, harmful or otherwise unauthorised instructions or code including a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network of whatsoever nature. **Computer Virus** includes but is not limited to 'Trojan Horses', 'worms' and 'time or logic bombs'.

**Contents** – Household goods, furniture and furnishings. The term **Contents** does not include:- any permanent fixtures and fittings, **Valuables**, pedal cycles, personal effects or clothing or **Money** and documents of any kind, any living creature, aircraft, hovercraft, watercraft, mechanically propelled vehicles (other than domestic gardening machines), motorcycles, caravans, trailers, trailer tents and their parts and accessories, property held in connection with your trade, profession, business or occupation.

**Domestic Employee** – Employed by the landlord for domestic services, i.e. cleaning, maintenance.

**Electronic Data** - means facts, concepts and information converted to a form useable for communications, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programmes, software and other coded instructions for the processing and manipulation of data or the direction and manipulation of such equipment

**Endorsements/Clauses** – Any variation or addition to the terms of the Policy.

**Excess** – The first part of any claim which **You** must pay as shown in **Your Policy Schedule**.

**Heave** – Upward movement of the ground beneath the **Buildings** caused by the soil expanding.

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

**Index Linking (Buildings)** – The adjusting of sums insured in line with the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors. Should this index not be available another appropriate index will be used.

**Index Linking (Contents)** – The adjusting of sums insured in line with the Retail Price Index (consumer durables section). Should this index not be available another appropriate index will be used.

**Land** – The land belonging to the **Home**.

**Landslip** – Downward movement of sloping ground.

**Money** – Cash, cheques, postal or money orders, travellers cheques, savings bonds and certificates, travel tickets, luncheon vouchers, gift tokens and current postage stamps (face value only).

**Period of Insurance** – the period of time specified in **Your Policy Schedule** during which this policy is effective and for which **You** have paid or have agreed to pay the premium.

**Policy Schedule** – a document which states the details of **You**, the property insured, the **Period of Insurance**, the insurance cover in force and any **Endorsements** which apply to the policy.

**Pro - Rata** – where a calculation is made proportionately.

**Settlement** – The natural downward movement of new properties due to compression of the soil under their own weight within 10 years of construction.

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

**Territorial Limits** – England, Northern Ireland, Scotland, Wales, the Isle of Man and the Channel Islands.

**United Kingdom** - England, Northern Ireland, Scotland and Wales

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

Extra Information – By 'lived in' we mean that day-to-day activities such as bathing, cooking, eating and sleeping are regularly carried out in the **Home**.

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

**Wear and Tear** - a reduction in value through age, natural deterioration, ordinary use, depreciation due to use, damage by exposure to the light, lack of maintenance or damage which happens gradually over a period of time. Examples of things that are likely to be affected include fencing, flat roofs, carpets and flooring and clothing

## Summary of Cover

The table below shows the sections of this policy booklet which apply in accordance with the level of cover stated in **Your Policy Schedule**:

Section Description	Cover Applicable		
	Buildings Only	Contents Only	Buildings and Contents
<b>Section 1</b> - Buildings	Yes	N/A	Yes
<b>Section 2</b> - Contents	No	N/A	Yes
<b>Section 3</b> - Property Owners Liability	Yes	N/A	Yes
<b>Section 4</b> - Family Legal Protection	Option	N/A	Option
<b>Section 5</b> - Emergency Home Assistance	Option	N/A	Option

The sections entitled '**General Exclusions**' and '**General Conditions**' within this booklet apply to **Your** policy whatever cover **You** have.

**Your Policy Schedule** provides details of any special cover, **Excesses, Endorsements or exclusions** which apply to **Your** policy.



## Section 1 – Buildings

**Important Information** – Under this section in the event of any claim **We** will not pay any **Excesses** as shown in the **Policy Schedule** against the **Buildings** section.

### What IS covered under this Section

#### 1.1 Loss of or damage to Buildings caused by:

- Fire, explosion, lightning, earthquake.
- Smoke.
- Riot, civil commotion, labour or political disturbances.
- Malicious persons or vandals.
- Storm or Flood.
- Escape of water or oil from any interior fixed heating or domestic water installation, fridges, freezers, washing machines or dishwashers.
- Theft or Attempted Theft.
- Collision involving aircraft or aerial devices or anything dropped from them, vehicles, trains or animals.
- Falling trees or branches, lamp posts or telegraph poles.
- Falling receiving aerials (including satellite dishes).
- **Subsidence** or **Heave** of the site on which **Buildings** stand, or **Landslip**.

### What is NOT covered under this Section

- The first £1,000 of any **Subsidence**, **Heave** or **Landslip** claim.
- Smoke damage caused by any gradually operating cause.
- Loss or damage not reported to **Us** within 7 days when caused by riot, civil commotion, labour or political disturbances.
- Malicious loss or damage caused by persons lawfully in the **Home**.
- Malicious loss or damage unless such loss or damage is consequent upon violent and forcible entry.
- Any loss or damage caused by frost.
- Flood loss or damage caused by **Subsidence**, ground **Heave** or **Landslip**.
- Loss of or damage to hedges, gates and fences caused by storm or flood.
- Damage to the installation or appliance itself caused by the escape of water or oil from it.
- Escape of water or oil loss or damage due to **Wear and Tear**, wet or dry rot, gradual deterioration or gradual emission.
- Escape of water or oil loss or damage caused by faulty workmanship.
- Escape of water or oil loss or damage caused by any person lawfully in the **Home**.
- Escape of water or oil loss or damage caused by **Subsidence** or **Heave** of the site on which **Buildings** stand, or **Landslip** other than as covered by 1.1(k).
- Loss or damage to solid floors caused by infill materials settling, swelling or shrinking as a result of water escaping in the Home.
- Loss or damage caused by Theft or Attempted Theft by any person lawfully in the **Home**.
- Loss or damage caused by Theft or Attempted Theft unless such loss or damage is consequent upon violent and forcible entry.
- Loss or damage caused by domestic pets.
- Damage to hedges, gates and fences caused by falling trees or branches, lamp posts or telegraph poles.
- Loss or damage caused by felling or lopping of trees.
- Loss or damage to the receiving aerial, satellite dishes, fittings or mast itself caused by the fall of the device.
- Loss or damage resulting from:
  - 1 The foundations settling, shrinking or expanding.
  - 2 Coastal or river erosion.

- 3 Faulty workmanship or the use of defective materials.
  - 4 Demolition, alteration or repair to the **Buildings**.
  - 5 The bedding down of new structures or **Settlement** of made-up ground.
  - 6 The movement of solid floors unless the foundation beneath the external walls of the **Home** are damaged by the same cause and at the same time.
- Loss or damage to paths, drives, terraces, patios, walls, gates, fences, swimming pools and tennis courts as a result of **Subsidence, Heave** or **Landslip** unless the foundations beneath the external walls of the **Home** are damaged by the same cause and at the same time.
  - Diminution of Market Value

## 1.2 Damage to Plumbing Installations by Freezing

Damage to interior fixed domestic heating or water installations caused by freezing.

## 2.2 Breakage of Fixed Glass and Sanitary Fittings

Accidental breakage of fixed glass, fixed sanitary ware and ceramic hobs, all forming part of the **Home**.

## 2.3 Damage to Underground Services

Accidental damage to underground services to the **Home** for which **You** are legally responsible.

### What is NOT covered under this Section

- Damage caused whilst clearing or attempting to clear a blockage.
- Damage to septic tank filters unless due to root infiltration.

## 2.4 Additional Costs

The additional costs of:

- Complying with government or local authority requirements.
- Architects, surveyors and any other professional fees.
- Clearing debris, demolition, shoring or propping up, necessary as a result of loss or damage insured by **Section 1 (Buildings)**.

### What is NOT covered under this Section

- Costs for complying with requirements notified before the loss or damage occurred.
- Fees charged for preparing any claim under this policy.

## Section 2 – Contents

**Important Information** – Under this section in the event of any claim **We** will not pay any **Excesses** as shown in the **Policy Schedule** against the **Contents** section.

### What IS covered under this Section

#### 2.1 Loss of or damage to Contents whilst contained within the Home caused by:

- Fire, explosion, lightning, earthquake.
- Smoke.
- Riot, civil commotion, labour or political disturbances.
- Malicious persons or vandals.
- Storm or Flood.
- Escape of water or oil from any interior fixed heating or domestic water installation, fridges, freezers, washing machines or dishwashers.
- Theft or Attempted Theft.
- Collision involving aircraft or aerial devices or anything dropped from them, vehicles, trains or animals.
- Falling trees or branches, lamp posts or telegraph poles.
- Falling receiving aerials (including satellite dishes).
- **Subsidence** or **Heave** of the site on which **Buildings** stand, or **Landslip**.

### What is NOT covered under this Section

- Any amount exceeding £500 for loss or damage caused by Theft or Attempted Theft from Outbuildings (other than attached garages).
- Smoke damage caused by any gradually operating cause.
- Malicious loss or damage caused by persons lawfully in the **Home**.
- Malicious loss or damage unless such loss or damage is consequent upon violent and forcible entry.
- Any loss or damage caused by frost.
- Storm or Flood loss or damage to property in the open.
- Flood loss or damage caused by rising groundwater levels.
- Damage to the installation or appliance itself caused by the escape of water or oil from it.
- Escape of water or oil loss or damage due to **Wear and Tear**, gradual deterioration, gradual emission or arising from wet or dry rot.
- Escape of water or oil loss or damage caused by faulty workmanship.
- Escape of water or oil loss or damage caused by any person lawfully in the Home.
- Escape of water or oil loss or damage caused by **Subsidence** or **Heave** of the site on which **Buildings** stand, or **Landslip** other than as covered by 2.1(k).
- Loss or damage caused by Theft or Attempted Theft by any person lawfully in the **Home**.
- Loss or damage caused by Theft or Attempted Theft unless such loss or damage is consequent upon violent and forcible entry.
- Loss or damage caused by domestic pets.
- Loss or damage caused by felling or lopping of trees.
- Loss or damage to the receiving aerial, satellite dishes, fittings or mast itself caused by the fall of the device.
- Loss or damage resulting from:
  - Coastal or river erosion.
  - The foundations settling, shrinking or expanding.
  - Faulty workmanship or the use of defective materials
  - Demolition, alteration or repair to the **Buildings**.
  - The movement of solid floors unless the foundation beneath the external walls of the **Home** are damaged by the same cause and at the same time.

## 2.2 Breakage of Glass and Mirrors

Accidental breakage of mirrors, glass tops to furniture and ceramic hobs and fixed glass in furniture in the **Home**.

## 2.3 Contents Temporarily Removed

Up to 20% of the Contents sum insured for loss of or damage to Contents temporarily removed from the Home, but within the United Kingdom caused by:

- Circumstances as described in **Section 2.1**, but excluding Theft.
- Theft from or while in direct transit to or from a bank or safe deposit.
- Theft from any building where **You** or **Your Family** are employed or carry on a business or are in temporary residence.
- Theft from any other building.

### What is NOT covered under this Section

- Loss of or damage to **Contents** for sale or away on exhibition or in a furniture depository.
- Loss of or damage to **Contents** in the open caused by storm, flood or malicious damage.
- Loss of or damage to **Contents** in the custody or control of **You** or **Your Family** whilst temporarily living away from the **Home** for the purpose of education.
- Loss of or damage to **Contents** by theft unless involving forcible and violent entry to or exit from a building.
- Any amount exceeding £2,500 for loss of or damage to **Contents** from outbuildings.

## 2.4 Theft of Keys

Up to £250 for the replacement of external door locks and keys to the **Home** if keys are stolen.

## Section 3 – Property Owner’s Liability

**Important Information** – Under this section in the event of any claim **We** will not pay any **Excesses** as shown in the **Policy Schedule** against the **Property Owner’s Liability** section.

**What IS covered under this Section**

### 3.1 Property Owner’s Liability (subject to Section 1 (Buildings) being in force)

Up to £2,000,000 for any one cause, plus defence costs and expenses incurred by **You** with **Our** consent to cover **You** against legal liability for:

- Accidental death, **Bodily Injury**, illness or disease to any person.
- Accidental loss or damage to the property occurring whilst **Section 1 (Buildings)** of this policy is in force and incurred as owner (not occupier) of the **Home** and its **Land**. If **Section 1 (Buildings)** of this policy expires or is cancelled, this particular cover shall continue for a period of 7 years in respect only of the **Home**.
- Accidental loss or damage to the property occurring whilst **Section 1 (Buildings)** is in force and incurred in connection with any other private residence formerly owned and occupied by **You** and incurred by reason of **Section 3** of the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975, provided that no other insurance covers the liability.

### What is NOT covered under this Section

- Liability arising from accidental death, **Bodily Injury**, illness or disease to **You** or **Your Family** or any **Domestic Employee**.
- Liability arising from damage to property, business or employment of **You** or **Your Family** or any **Domestic Employee**.
- Liability arising from any profession, business or employment of **You** or **Your Family**.
- Liability arising from the ownership or use of motor vehicles (other than gardening machines) or lifts.
- Liability arising from the ownership or use of aircraft, drones or watercraft unless they are models or hand propelled.
- Liability arising from any agreement or contract unless liability would have applied anyway.
- Liability arising from any condition which is directly or indirectly related to HIV (Human Immunodeficiency Virus) and/or HIV related illness including Acquired Immune Deficiency Syndrome (AIDS) and/or mutant derivatives or variations, however caused.

## Section 4 – Legal Expenses Insurance

**Your Policy Schedule** tells **You** if this section is in force.

### Legal Helpline

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

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

Simply telephone **0344 770 1040** and quote “**Tansar – Unoccupied Property Legal Expenses Insurance**”.

## IMPORTANT CONDITIONS

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

### Prospects of Success

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

### Proportional Costs

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

### Duty of Disclosure

#### Consumer

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

#### Non-Consumer

If this policy covers **Your** business, trade or professional interests, **You** are responsible for disclosing, in a clear, accessible and comprehensive way, all information which **You** should be aware would influence the **Insurer's** decision to provide insurance to **You** on the terms agreed.

## Definitions

Where the following words appear in bold they have these special meanings.

<b>Adviser</b>	<b>Our</b> specialist panel solicitors or their agents appointed by <b>Us</b> to act for <b>You</b> , or, and subject to <b>Our</b> agreement, where court proceedings have been started or a <b>Conflict of Interest</b> arises, another legal representative nominated by <b>You</b> .
<b>Advisers' Costs</b>	Reasonable legal or accountancy fees and disbursements incurred by the <b>Adviser</b> or other legal representative with <b>Our</b> prior written authority. Legal expenses shall be assessed on the standard basis and third party's costs shall be covered if awarded against <b>You</b> and paid on the standard basis of assessment.
<b>Computer</b>	Any <b>Computer</b> or other electronic data processing device, equipment or system or any hardware, software, programme, instruction, data or component utilised or intended to be utilised in or by such item, or any actual or intended function of or process performed by any of them.
<b>Conflict of Interest</b>	There is a <b>Conflict of Interest</b> if <b>Your Advisers'</b> duty to act in <b>Your</b> best interests in relation to <b>Your</b> claim conflicts with, or there is a significant risk that it may conflict with, any duty <b>Your Adviser</b> owes, or obligation it has, to any other party.
<b>Disclosure Breach</b>	Disclosing false information or failing to disclose relevant information in the process of entering into this insurance contract.
<b>Excess</b>	The amount that <b>You</b> must pay towards the cost of any claim as stated below: <b>Property Infringement: £250</b> <b>All other sections: Nil</b>

<b>Identity Fraud</b>	A person or group of persons knowingly using a means of identification belonging to <b>You</b> without <b>Your</b> knowledge or permission with intent to commit or assist another to commit an illegal act.
<b>Insured Event</b>	The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one <b>Insured Event</b> shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or time. In a claim arising from <b>Identity Fraud</b> the <b>Insured Event</b> is a single act or the start of a series of single acts against <b>You</b> by one person or group of people.
<b>Insured Property</b>	The property insured under the underlying policy to which this insurance attaches.
<b>Insurer</b>	AmTrust Europe Limited.
<b>Legal Action(s)</b>	The pursuit or defence of civil legal cases for damages or injunctions.
<b>Maximum Amount Payable</b>	The maximum payable in respect of an <b>Insured Event</b> is stated below: <b>All sections: £50,000</b>
<b>Period of Insurance</b>	Up to one year from the inception date shown on <b>Your</b> insurance schedule.
<b>Standard Advisers' Costs</b>	The level of <b>Advisers' Costs</b> that would normally be incurred in using a nominated <b>Adviser</b> of <b>Our</b> choice.
<b>Territorial Limits</b>	Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
<b>Vehicle</b>	Any motor <b>Vehicle</b> or motorcycle owned by <b>You</b> .
<b>We/Us/Our</b>	Arc Legal Assistance Limited who have arranged this insurance and administer it on behalf of the <b>Insurer</b> .
<b>You/Your</b>	Any person who has paid the premium, or on whose behalf the premium has been paid and been declared to <b>Us</b> by <b>Your</b> insurance adviser.

## Cover

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

If **You** make a valid claim under this insurance, **We** will appoint **Our** panel solicitors, or their agents, to handle **Your** case. **You** are not covered for any other legal representatives' fees unless court proceedings are issued or a **Conflict of Interest** arises. Where, following the start of court proceedings or a **Conflict of Interest** arising, **You** want to use a legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**.

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

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

This insurance does not provide cover where something **You** do or fail to do prejudices **Your** position or the position of the **Insurer** in connection with the **Legal Action**.

## Property Infringement

### What is insured

**Advisers' Costs** to pursue a **Legal Action** for nuisance or trespass against the person or organisation infringing **Your** legal rights in relation to the **Insured Property**.

### What is not insured:- Claims

- a) Where the nuisance or trespass started within the first 180 days after **You** first purchased this insurance unless **You** have held equivalent cover with **Us** or another insurer continuously for a period of at least 180 days leading up to when the nuisance or trespass first started

- b) In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority
- c) For adverse possession
- d) In respect of a contract **You** have entered into
- e) Directly or indirectly arising from planning law
- f) Directly or indirectly arising from constructing buildings or altering their structure for **Your** use
- g) Directly or indirectly arising from:
  - i.) Subsidence meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building
  - ii.) Heave meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground
  - iii.) Land slip meaning downward movement of sloping ground
  - iv.) Mining or quarrying

## Property Damage

### What is insured

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

### What is not insured

#### Claims

- In respect of a contract **You** have entered into
- In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority

## Personal Identity Fraud

### What is insured

**Advisers' Costs** in a **Legal Action** in respect of **Insured Events** arising from **Identity Fraud**:

- To deal with all organisations that have been fraudulently applied to for credit, goods or services in **Your** name or which are seeking monies or have sought monies from **You** as a result of **Identity Fraud**
- In order to liaise with credit referencing agencies and all other relevant organisations on **Your** behalf to advise that **You** have been the victim of **Identity Fraud**
- To defend **Your** legal rights and/or take reasonable steps to remove County Court Judgments against **You** that have been obtained by an organisation that **You** are alleged to have purchased, hired or leased goods or services from. Cover is only available if **You** deny having entered in to the contract and allege that **You** have been the victim of **Identity Fraud**

### What is not insured:

#### Claims

- Where **You** have not been the victim of **Identity Fraud**
- Where the **Insured Event** began to occur within 30 days of **You** first purchasing this insurance or similar insurance which expired immediately before this insurance began
- Where the **Insured Event** began to occur or had occurred before **You** purchased this insurance Where the claim is false or fraudulent
- Where **You** did not take reasonable precautions against **Identity Fraud** or take action to protect yourself from **Identity Fraud**
- Where the **Identity Fraud** has been carried out by somebody living with **You**
- For **Advisers' Costs** arising from loss of cash from a bank, building society, credit union or other similar financial institution where that institution has refused to cover the loss For any losses other than **Advisers' Costs** incurred by **You** as a result of **Identity Fraud**

**You** must agree to be added to the CIFAS Protection Register if **We** recommend it.



## General Exclusions Specific to Section 4

### 1. There is no cover where:-

- a) **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
- b) An estimate of **Advisers' Costs** of acting for **You** is more than the amount in dispute
- c) **Advisers' Costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which **We** have given **Our** prior written approval
- d) **Your** insurers repudiate the insurance policy or refuse indemnity

### 2. There is no cover for:-

- a) Claims over loss or damage where that loss or damage is insured under any other insurance
- b) Claims made by or against **Your** insurance adviser, the **Insurer**, the **Adviser** or **Us**
- c) Any claim **You** make which is false or fraudulent or exaggerated
- d) Defending **Legal Actions** arising from anything **You** did deliberately or recklessly
- e) **Costs** if **Your** claim is part of a class action or will be affected by or will affect the outcome of other claims

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

- a) A dispute between **You** and someone **You** live with or have lived with
- b) An application for a judicial review
- c) Defending or pursuing new areas of law or test cases

### 4. Contracts (Rights of Third Parties) Act 1999

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

## Conditions Specific to Section 4

### 1. Cancellation

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

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

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

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

### 2. Claims

- a) **You** must notify claims as soon as reasonably possible once **You** become aware of the incident and within no more than 180 days of **You** becoming aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, **Our** position has been prejudiced. For claims relating to **Identity Fraud**, these must be reported within 45 days of **You** becoming aware of the incident. **You** can complete and submit **Your** claim form online by visiting [www.arclegal.co.uk/informationcentre](http://www.arclegal.co.uk/informationcentre). Alternatively, **We** will send **You** a claim form which must be returned promptly with all relevant information.
- b) **We** may investigate the claim and take over and conduct the **Legal Action** in **Your** name. Subject to **Your** consent which shall not be unreasonably withheld **We** may reach a settlement of the **Legal Action**.

- c) **You** must supply at **Your** own expense all of the information which **We** reasonably require to decide whether a claim may be accepted. If court proceedings are issued or arise, and **You** wish to nominate a legal representative to act for **You**, **You** may do so. Where **You** have elected to use a legal representative of **Your** own choice **You** will be responsible for any **Advisers' Costs** in excess of **Our Standard Advisers' Costs**. The **Adviser** must represent **You** in accordance with **Our** standard conditions of appointment available on request.
- d) The **Adviser** will:
  - i) Provide a detailed view of **Your** prospects of success including the prospects of enforcing any judgment obtained.
  - ii) Keep **Us** fully advised of all developments and provide such information as **We** may require.
  - iii) Keep **Us** advised of **Advisers' Costs** incurred.
  - iv) Advise **Us** of any offers to settle and payments into court. If against **Our** advice such offers or payments are not accepted there shall be no further cover for **Advisers' Costs** unless **We** agree in **Our** absolute discretion to allow the case to proceed.
  - v) Attempt recovery of costs from third parties.
- e) In the event of a dispute arising as to **Advisers' Costs** **We** may require **You** to change **Adviser**.
- f) The **Insurer** shall only be liable for costs for work expressly authorised by **Us** in writing and undertaken while there are reasonable prospects of success.
- g) **You** shall supply all information requested by the **Adviser** and **Us**.
- h) **You** are responsible for any **Advisers' Costs** if **You** withdraw from the **Legal Action** without **Our** prior consent. Any costs already paid under this insurance will be reimbursed by **You**.
- i) **You** must instruct the **Adviser** to provide **Us** with all information that **We** ask for and report to **Us** as **We** direct at their own cost.

### 3. Disputes

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

### 4. Prospects of Success

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

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

### 5. English Law

This contract is governed by English Law.

### 6. Language

The language for contractual terms and communication will be English.

### 7. Other insurances

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, **We** will only pay **Our** share of the claim even if the other insurer refuses the claim.

### 8. Change in Law

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

restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

#### 9. Disclosure

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

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

#### 10. Fraud

In the event of fraud **We**:

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

## Section 5 – Emergency Home Assistance

**Your Policy Schedule** tells **You** if this section is in force. This section is only available if **You** have **Section 1 (Buildings)** in force.

### INTANA PROPERTY EMERGENCY POLICY

#### WELCOME

Thank you for taking out a policy with Collinson Insurance Services Limited and choosing Us for Your Property Emergency Insurance

As long as You have a valid Buildings insurance policy in force, Intana will provide the services and benefits described in this Policy:

- during any Period of Insurance set out in the schedule
- within the Geographical Limits

We will use the details that You have given Us to provide the services and benefits set out in this policy, subject to the following terms, conditions and exclusions, together with any applicable endorsements. You should read all of these carefully, to ensure this policy meets Your individual requirements.

If You are unsure whether something is covered or excluded, please contact the company who sold You this Policy.

This policy is underwritten by Great Lakes Reinsurance (UK) SE, Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ.

This insurance is effected in England and is subject to the Laws of England and Wales.

Collinson Insurance Services Limited is authorised and regulated by the Financial Conduct Authority. Great Lakes Reinsurance (UK) SE is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. The above details may be checked on the Financial Services Register at [www.fsa.gov.uk/register/home.do](http://www.fsa.gov.uk/register/home.do)

To ensure We are consistent in providing Our customers with quality service, We may record Your telephone call.

## THE AIMS OF THIS INSURANCE

This insurance is an Property Emergency Assistance policy and not a household buildings or contents policy. It complements Your Buildings insurance policies, and provides benefits and services which are not available under that policy.

This Insurance does not cover normal day-to-day Property maintenance which You should carry out or pay for, such as items which tend to gradually wear out over a period of time, or need periodic attention. Examples of these include the descaling of central heating pipes or the replacement of tap and cistern washers.

What We undertake to do is provide rapid, expert help if You suffer an Emergency in Your Property arising from an incident covered under the policy. We will arrange for one of Our Approved Contractors on Our nationwide list of authorised tradesmen to attend and take action to stabilise the situation and remove the Emergency.

**Cooling Off Period:** If, when reading Your policy, You decide that it does not meet Your requirements, please return the policy and Certificate within 14 days of the date of issue or receipt of the terms and conditions, whichever is later. We will refund to You any premium You have paid and We will recover from You any payments We have made.

## MEANING OF WORDS

Certain words in Your policy document or Schedule have a particular meaning as shown below. Whenever We use one of these words it will always have the same meaning

**We/Us/Our:** Intana, a trading style of Collinson Insurance Services Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN.

**You/Your:** The person named on the Policy Schedule and anyone else legally residing at Your Property.

**Approved Contractor:** A tradesman approved and authorised by Us in advance to carry out repairs

**Emergency:** A sudden and unexpected event at Your Property which if not dealt with immediately will

- expose You or a third party to a risk to their health or
- make Your Property unsafe or insecure or
- will cause damage or further damage to Your Property and its contents or
- will leave Your Property without Mains Services

**Mains Services:** Mains drainage to the boundaries of Your Property, water, electricity and gas within the Property

**Emergency Repair:** A temporary repair carried out by an Approved Contractor which is necessary to resolve the immediate Emergency but which will need to be replaced by a Permanent Repair

**Permanent Repair:** A repair or other work necessary to put right the damage caused to Your Property by the Emergency

**Geographical Limits:** Comprising of the mainland of Great Britain, Northern Ireland, , the Isle of Man and the Channel Islands.

**Property:** The house, bungalow or self contained flat/maisonette, excluding any detached garages or outbuildings, at the address shown in Your buildings insurance schedule This excludes bed-sits or properties with multiple occupation/ residential or nursing homes

**Period of Insurance:** The 12 month period starting from the commencement date shown on Your Buildings insurance schedule.

**Unoccupied:** Not been lived in by You or Your Family, or any other person with Your permission

## YOUR COVER

What is Covered	What is Not Covered
An event which we consider to be an Emergency to Your Property by the following Causes:	<ul style="list-style-type: none"> <li>•</li> </ul>
Bursting or sudden leakage of water pipes within Your Property or failure of Your domestic hot water heating	<ul style="list-style-type: none"> <li>• dripping taps</li> <li>• burst or leaking flexible hoses or leaking washing appliances which are fitted with a stop tap.</li> <li>• slow seepage from joints or gaskets which does not involve a sudden escape of water.</li> <li>• leaking overflows</li> <li>• the results of hard water scaling deposits</li> <li>• breakage of any basin, bath, bidet or shower base</li> </ul>
Failure of or damage to underground drains or sewers	<ul style="list-style-type: none"> <li>• blockage of soil or waste pipes from sinks, basins, bidets, baths or showers</li> <li>• the results of hard water scaling deposits</li> </ul>
Failure of Your Mains Services for which You are legally responsible	<ul style="list-style-type: none"> <li>• malfunctioning or blockage of cesspits or septic tanks and their associated pipe work</li> <li>• loss or damage arising from the utility company interrupting or deliberately disconnecting the Mains Services or any equipment they are responsible for</li> </ul>
Complete failure of Your central heating system involving a boiler or warm air unit	<ul style="list-style-type: none"> <li>• replacement of any boiler or warm air unit if repair or reinstatement is not possible due to the non-availability of parts.</li> <li>• any costs for work recommended as being undertaken following a service of Your boiler or warm air unit</li> <li>• any intermittent or reoccurring fault.</li> <li>• any water pressure adjustments or failure caused through hard water scale or sludge.</li> <li>• gas leaks from any pipes or appliances</li> <li>• any re-lighting of the pilot light caused by failure to follow the manufacturers re-lighting instructions.</li> <li>• any boiler or system noise</li> <li>• any radiator valves</li> <li>• any airlocks in the central heating piping</li> <li>• any costs relating to the repair or replacement of the central heating pump or wall or room thermostat</li> <li>• the results of hard water scaling deposits</li> <li>• which is over 10 years old and has an output more than 60kw per hour capacity</li> </ul>
Damage to, or mechanical failure of, the only accessible toilet or cistern in Your Property which results in complete loss of function.	<ul style="list-style-type: none"> <li>• any claim where there is another working toilet within Your Property</li> <li>• breakdown of, loss of or damage to Saniflow toilets</li> <li>• cost of replacement ceramics or parts</li> </ul>
Removal of wasp nests, field or house mice or	<ul style="list-style-type: none"> <li>• any infestations or pests in gardens, or</li> </ul>

brown rats within Your Property	outbuildings <ul style="list-style-type: none"> <li>any damage caused by the pests or infestations or by their removal</li> </ul>
Break-in or vandalism compromising the security of your Property	<ul style="list-style-type: none"> <li>breakage of internal glass or doors</li> <li>vandalism caused by Your tenant or anyone staying at Your property with Your permission</li> <li>any loss not reported to the Police</li> </ul>
Missing or repositioned roof tiles	<ul style="list-style-type: none"> <li>flat or Tarpaulin Roofs</li> <li>blocked or misaligned guttering</li> </ul>

## POLICY CONDITIONS SPECIFIC TO SECTION 5

- You must answer all questions about this policy honestly and fully at all times. You must also tell Us straight away if anything that You have already told Us changes. If You do not tell Us, Your policy may be cancelled and any claim You make may not be paid.
- You must take all reasonable steps to protect Your Property and prevent loss and damage and to maintain Your Property in sound condition and good repair.
- All boilers and other equipment should be serviced annually or in accordance with manufacturer's guidelines and You should keep all service documentation in case it is needed when You make a claim
- If a claim is fraudulent in any respect all benefit under this Policy will be forfeited
- We will insure You under this policy only if You keep to the terms and conditions of this policy
- We may take proceedings at Our expense and for Our own benefit, but in Your name, to recover compensation from any third party in respect of anything covered by this policy. This is to enable Us to recover any costs We have incurred from any third party who may have liability for the costs.
- When You become aware of a possible claim under this policy, You must notify Us immediately. If for any reason We allow You to use Your own appointed contractor, You should obtain an estimate for the work and contact Us for authorisation to continue with the repair. You must then at Your own expense supply Us with a written statement and other supporting documentation that We may require to substantiate Your claim as soon as is reasonably possible.
- If there is any dispute about the Policy interpretation, or if We have accepted a claim but there is a disagreement over the amount We will pay, We offer You the option of resolving this by using the Arbitration procedure We have arranged. Please see the details shown under the Customer Satisfaction section. Using this Service will not affect Your legal rights.
- You and We are free to choose the Law applicable to this agreement but in the absence of agreement to the contrary the Law of England and Wales will apply
- You must promptly pay Us or the Approved Contractor for all work authorised by You which is not covered under this insurance policy
- If any loss, damage or expense covered under this policy is also covered by any other insurance or maintenance contract, You must provide Us with full details of the other contract. We will not pay more than Our fair share (rateable proportion) of any claim.

## POLICY EXCLUSIONS SPECIFIC TO SECTION 5

You are not covered for:

- Any loss or damage arising from faults, damage or infestation that You were aware of at the time You entered into this contract
- Any costs incurred when You have not notified Us and received Our prior agreement
- Any loss or damage relating to repairs more specifically covered as part of any other insurance policy, guarantee or maintenance agreement
- Damage incurred in gaining necessary access or the cost of effecting Permanent Repairs once the Emergency has been resolved, including any redecoration or making good the fabric of the Property
- Any defect, damage or failure caused by malicious or wilful act, negligence, misuse, third party interference or faulty workmanship, including any attempted repair or modification which does not meet recognised industry standards
- Any claim when the Property has been left Unoccupied for 60 consecutive days or more
- Any Claim where the Property is used for any business purposes other than letting to a tenant under a

- single or joint tenancy agreement or as a holiday home.
- 8 Any claims relating to CCTV, fire, security or surveillance systems or to swimming pools, ponds or fountains
  - 9 any loss or damage arising as a consequence of:
    - a) war, invasion, act of foreign enemies, terrorism, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power; riot or civil commotion
    - b) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component thereof or contamination or poisoning due to the effects of chemical or biological and/or radioactive substances.
    - c) pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.
  - 10 Any loss, injury, damage or legal liability arising directly or indirectly from:
    - a) the failure of any computer or other electrical component to recognise correctly any date and its true calendar date
    - b) computer viruses
  - 11 Any direct or indirect loss arising from the provision of, or delay in, providing the services to which this insurance relates, unless negligence on Our part can be demonstrated. An example of this would be loss of wages as a result of an Emergency.
  - 12 Costs associated with any other property, home contents or communal/shared areas of Your Property.
  - 13 Any loss, injury or damage arising as a result of equipment not having been installed, serviced or maintained in accordance with statutory regulations or manufacturer's instructions.
  - 14 Subsequent claims arising from the same cause or event, when You have not taken or paid for the action recommended by Our Approved Contractor to ensure that the original fault has received a Permanent Repair.
  - 15 Any claim where no fault is found.
  - 16 Failure of any services where the problem is situated outside the boundary of the plot of land on which Your Property is situated or beyond the part of the sole or shared supply system or piping for which You are legally responsible.

## CUSTOMER SATISFACTION

**Our Promise of Service:** We aim to provide a first class service at all times. However, If You have a complaint You should contact Us in the first instance at:

Quality Department, Intana, Sussex House, Perrymount Road, Haywards Heath, West Sussex, RH16 1DN. Alternatively telephone Us on 01444 442 010 or email Us at [quality@intana-assist.com](mailto:quality@intana-assist.com)

We will aim to provide You with a full response within four weeks of the date We receive Your complaint and Our response will be Our final decision based on the evidence presented. If for any reason there is a delay in completing Our investigations, We will explain why and tell You when We hope to reach a decision.

In any event, should You remain dissatisfied or fail to receive a final answer within eight weeks of Us receiving Your complaint, You may have the right to refer Your complaint to an independent authority for consideration. That authority is the Financial Ombudsman Service (FOS) at: Exchange Tower, Harbour Exchange Square, London E14 9SR. Telephone: 0800 0234 567 or 0300 1239 123.

Please note

If You wish to refer this matter to the FOS You must do so within 6 months of Our final decision. You must have completed the above Procedure before the FOS will consider Your case.

If you do not refer your complaint within the six months, the Ombudsman will not have our permission to consider your complaint and therefore will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances.

The Financial Ombudsman is only able to intervene in respect of personal policyholders or micro -enterprise (i.e. with a turnover of less than €2,000,000 and less than 10 staff).

Your legal rights are not affected.

## CANCELLATION & RENEWAL PROVISIONS

**Your rights to cancel** You have the right to cancel any policy of insurance within 14 days of the date of issue or receipt of the terms and conditions, whichever is later. We will refund to You any Premium You have paid to Us. In the case of renewals We will refund to You any Premium You have paid to Us less any payments We have made.

**Cancellation by You** If You subsequently give notice in writing or by telephone to Us to cancel this policy, such cancellation shall take effect on the date the notice is received or on the date specified in the notice, whichever is the later. No return of premium will be made.

**Cancellation by Us** If You fail to satisfy the terms of Your Policy, We may choose to cancel Your Policy during the Period of Insurance by giving You 14 days written notice of cancellation to the last address You provided Us with. Examples of when We might do this includes You not paying a Premium instalment when due, Us discovering that Your property is no longer eligible for cover, etc.

**Premium position upon cancellation by Us** If premium has been paid for any period beyond the date of cancellation of this insurance, the relevant pro-rata portion of this premium will be refunded to You or Your estate.

If however an incident has arisen during the Period of Insurance which has or will give rise to a claim, then no refund will be made.

## DATA PROTECTION

We collect and maintain personal information in order to underwrite and administer the policies of insurance that We issue. All personal information is treated with the utmost confidentiality and with appropriate levels of security. We will not keep Your information longer than is necessary.

Your information will be protected from accidental or unauthorised disclosure. We will only reveal Your information if it is allowed by law, authorised by You, to prevent fraud or in order that We can liaise with Our agents in the administration of this policy.

Under the terms of the Act You have the right to ask for a copy of any information We hold on You upon payment of an administrative fee and to require a correction of any incorrect information held. Any inaccurate or misleading data will be corrected as soon as possible.

The above principles apply whether We hold Your information on paper or in electronic form. Enquiries in relation to data held by Collinson Insurance Services Limited should be directed to the Customer Contact Centre Manager, Collinson Insurance Services Limited, Sussex House, Perrymount Road, Haywards Heath, West Sussex RH16 1DN.

## FINANCIAL SERVICES COMPENSATION SCHEME FOR SECTION 5

Collinson Insurance Services Limited and Great Lakes Reinsurance (UK) SE are both covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the FSCS, if either are unable to meet their obligations. More information can be obtained from the [www.fscs.org.uk](http://www.fscs.org.uk) website



## General Exclusions Specific to Sections 1, 2 and 3

This policy does not cover any loss, **Accidental Damage**, liability or injury nor any damage, liability or injury directly or indirectly caused by, or contributed to, or arising from:

**1. Loss in Value**

**We** will not pay for any loss in value of any property following repair or replacement.

**2. War, Riot and Terrorism**

**We** will not pay for any loss, damage or liability that is directly or indirectly caused by:

- War, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil unrest, rebellion, revolution, insurrection or requisition, riot or similar event, confiscation or nationalisation by any government or other authority.
- Any acts Of Terrorism.  
For this exclusion an act of terrorism means an act including for example the use of force or violence and/or the threat thereof, any person or group(s) of persons whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

**3. Nuclear/Radioactive Contamination**

**We** will not pay for any loss, damage or liability that is directly or indirectly caused by:

- Ionising radiation or contamination by radioactivity from nuclear fuel or nuclear waste.
- Radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment.

**4. Pollution**

**We** will not pay for any loss, damage or liability that is directly or indirectly caused by pollution or contamination by naturally occurring or man-made substances, forces or organisms or any combination of them whether permanent or transitory and however occurring.

**5. Sonic Bangs**

**We** will not pay for any loss, damage or liability caused directly or indirectly by pressure waves from aircraft or other aerial devices travelling at sonic or supersonic speeds.

**6. Criminal Acts**

**We** will not pay for any loss, damage or liability caused whilst property is being used by **You** or **Your Family** in connection with a crime or as a means of avoiding lawful apprehension.

**7. Electronic Data Exclusion**

Despite any provision to the contrary within the Policy or any **Endorsement**, it is understood and agreed as follows:-

- a) This policy does not insure loss, damage, destruction, distortion, erasure, corruption or alteration of **Electronic Data** from any cause whatsoever (including but not limited to **Computer Virus**) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.
- b) However, in the event that a peril listed below results from any of the matters described in paragraph a) above, this policy, subject to all its terms, conditions and exclusions, will cover physical damage occurring during the **Period of Insurance** to property insured by this policy directly caused by such listed peril.

Listed Perils  
Fire  
Explosion

## 8. Electronic Data Processing Media Valuation

Despite any provision to the contrary within the policy or any **Endorsement** thereto, it is understood and agreed as follows:-

Should electronic data processing media insured by this policy suffer physical loss or damage insured by this policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the **Electronic Data** from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling such **Electronic Data**. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However this policy does not insure any amount pertaining to the value of such **Electronic Data** to **You** or any other party, even if such **Electronic Data** cannot be recreated, gathered or assembled.

## General Conditions Specific to Sections 1, 2 and 3

### 1. Your duty: Information You have given Us

In deciding to accept this policy and in setting the terms including premium **We** have relied on the information which **You** have provided to **Us**. **You** must take care when answering any questions **We** ask by ensuring that any information provided is accurate and complete.

If **We** establish that **You** deliberately or recklessly provided **Us** with untrue or misleading information **We** will have the right to:

- (a) treat this policy as if it never existed;
- (b) decline all claims; and
- (c) retain the premium.

If **We** establish that **You** carelessly provided **Us** with untrue or misleading information **We** will have the right to:

- (i) treat this policy as if it never existed, refuse to pay any claim and return the premium **You** have paid, if **We** would not have provided **You** with cover;
- (ii) treat this policy as if it had been entered into on different terms from those agreed, if **We** would have provided **You** with cover on different terms;
- (iii) reduce the amount **We** pay on any claim in the proportion that the premium **You** have paid bears to the premium **We** would have charged **You**, if **We** would have charged **You** more.

**We** will notify **You** in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding claim and (ii) and/or (iii) apply, **We** will have the right to:

- (1) give **You** 14 days' notice that **We** are terminating this policy; or
- (2) give **You** notice that **We** will treat this policy and any future claim in accordance with (ii) and/or (iii), in which case **You** may then give **Us** thirty (30) days' notice that **You** are terminating this policy.

If this policy is terminated in accordance with (1) or (2), **We** will refund any premium due to **You** in respect of the balance of the **Period of Insurance**.

## 2. Reasonable Care

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

## 3. Other Insurances

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

## 4. Changes in Circumstances

**You** must tell **Us** as soon as possible about any changes to the information **You** provided at the time **You** took out this policy or during the policy cover. Examples of such changes are:

- If **You** change **Your** insured address.
- If **You** change **Your** name.
- If **You** change **Your** occupation(s) or the trade in which **You** work.
- If the property is to be let or sublet.
- If the property is to be used for business and the type of business use.
- If there are to be paying guests or lodgers.
- If the number of consecutive days that the property is **Unoccupied** increases.
- If **You** are convicted of a criminal offence (other than a motoring offence).
- If **You** become bankrupt.
- If the full rebuilding costs of **Your** property changes (if **You** have **Your Buildings** insurance with **Us**).
- If the **Contents** or **Valuables and Personal Effects** sum insured changes (if **You** have these sections insured with **Us**).
- If there are any renovations or building works being carried out, or due to commence, at **Your Home**.
- If the type of locks or alarm should change, or if **You** no longer have an alarm maintenance contract in force.
- If the property is no longer self-contained or does not have its own lockable entrance.
- If the property is not in a good state of repair.
- If there is any flooding to the property, or within 100m of the property.
- If the property is showing signs of potential **Subsidence, Landslip** or **Heave** damage (e.g. cracking).
- If any other houses in the same street have been affected by **Subsidence, Landslip** or **Heave**.
- If **You** have made a claim under any other home or landlords policy that is not provided by **Us**
- If **You** have any other insurance policy refused, declined, cancelled or voided.

When **We** are notified of a change **We** will tell **You** if this affects **Your** policy. For example **We** may cancel **Your** policy in accordance with the Cancellation and Cooling-Off Provisions, amend the terms of **Your** policy or require **You** to pay more for **Your** insurance. If **You** do not inform **Us** about a change it may affect any claim **You** make or could result in **Your** insurance being invalid.

## 5. Cancellation

### Cooling-off Period - Your Right of Cancellation

Once **You** have entered into this insurance contract with **Us**, **You** are entitled to 14 days to decide whether **You** wish to proceed. This 14 day period will commence from either the inception date of the contract as shown on the **Policy Schedule** or the date on which **You** receive the full terms and conditions of the contract, whichever is later.

If **You** wish to cancel this policy then **You** should contact **Your Broker** via telephone, email or written confirmation. Provided there has not been a claim made in that period, a full return of premium will be made.

#### **By Us**

**We** or **Your** authorised **Broker** have the right to cancel this policy at any time where there is a valid reason for doing so by giving **You** 14 days' notice in writing. A cancellation letter will be sent to the latest address **We** have for **You** and will set out the reason for cancellation. Valid reasons include but are not limited to:

- Where **Your Broker** has been unable to collect a premium payment. In this case they will contact **You** in writing requesting payment by a specific date. If they do not receive the payment by this date, they will issue a cancellation letter. **Your** policy will be cancelled if payment is not received by the end of the cancellation notice period;
- Non-receipt of requested documentation such as a copy of **Your** valuations or evidence of no claim bonus. In this case **Your Broker** will ask **You** to provide the documentation by a specified date. If they do not receive the documentation by this date, they will issue a cancellation letter. **Your** policy will be cancelled if the requested documentation is not received by the end of the cancellation notice period;
- Where **You** have not told **Us** about any changes to the information **You** provided at the time of quotation, when **You** took out the policy, during the policy cover or at renewal if these changes may have resulted in an increased risk to **Us**. Examples of changes are listed in the General Conditions section under 'Changes in circumstances';
- Where **We** suspect or have evidence of criminal or fraudulent activity.

If **We** cancel **Your** policy due to non-payment of premium, the cancellation date will be the date stated in the cancellation letter **Your Broker** will send to **You**.

Any return of premium due to **You** will be calculated at a proportional daily rate depending on how long the policy has been in force unless **You** have made a claim in which case the full annual premium is due.

#### **By You**

**You** may cancel this policy at any time by contacting **Your Broker** via telephone, email or written confirmation. **We** will provide a refund of premium based on a **pro-rata** basis for the period in which **You** received cover, excluding **Your** policy administration fee. If a claim has been made there will be no refund of any premium paid

### **6. Claims Handling**

- **You** must tell **Us** without delay about any event that could lead to a claim.
- **You** must send **Us** unanswered any letter, claim, writ or summons **You** or **Your Family** receive as soon as possible.
- **You** must give **Us** all the information and assistance **We** require to deal with the claim and **You** or **Your Family** must not accept responsibility for any claim against **You** or **Your Family** or make any offer or promise to pay a claim.
- **You** must fully co-operate with any third party service providers **We** (or anyone else who acts on our behalf) may instruct in order to assist in dealing with the claim (full contact details of such suppliers and the capacity in which they are acting can be provided to **You** upon request.
- **You** must report to the Police any Theft, Malicious Damage, Vandalism or loss of property as soon as possible.
- **You** must take all reasonable steps to minimise loss or damage and take all practical steps to recover lost property and discover any guilty person.
- **We** are entitled to take over, defend or settle any claim under this policy in **Your** name or any other person covered by this policy and **We** are entitled to take legal action in any such name to recover any payments **We** make.

- **We** may enter into and inspect any building where loss or damage has occurred and take charge of any damaged property. No property may be abandoned to **Us**.
- If any lost or stolen property is recovered **You** must let **Us** know as soon as reasonably possible by recorded delivery. If the property is recovered after payment of the claim it will belong to **Us** but **You** will have the option to retain it and refund any claim payment to **Us**.

#### 7. **Electronic Service**

In the event that **We** bring proceedings against **You** as a result of any act or omission by **You** in relation to this policy **We** may, at our discretion, serve proceedings upon **You** by email utilising the email address **You** provided to **Us** when taking out this policy or such other email address **You** notify to **Us** in writing from time to time. Documents will be provided in an Adobe Acrobat compatible format with a total message size not exceeding 5 megabytes (MB).

#### 8. **Fraudulent Claims**

If **You**, or anyone acting for **You**, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, **We**:

- (a) will not be liable to pay the claim; and
- (b) may recover from **You** any sums paid by **Us** to **You** in respect of the claim; and
- (c) may by notice to **You** treat this policy as having been terminated with effect from the time of the fraudulent act.

If **We** exercise **Our** right under (c) above:

- (i) **We** shall not be liable to **You** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **Our** liability under this policy (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and.
- (ii) **We** need not return any of the premium paid.

#### 9. **Underinsurance**

If the Sum Insured is less than the full replacement cost **We** will only pay the same proportion of the loss or damage as the Sums Insured bears to the full replacement cost. For example, if the Sum Insured represents only one half of the full replacement **We** will only pay for one half of the amount lost or damaged.

#### 10. **Matching Items**

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

#### 11. **Protection Maintenance**

Any protections for the safety of the insured property shall be maintained throughout the currency of this insurance and shall be in use at all times when the **Home** is left unattended.

#### 12. **Notice of Change of Occupancy**

It is a condition precedent to the liability under this policy that **You** or **Your** authorised representative, shall notify **Us** if the Home specified in the Schedule ceases to be anything other than **Unoccupied**. Upon receipt of this notice **We** will amend the terms and conditions of this Insurance.

### 13. Notice of Works Clause

It is a condition precedent to the liability under this policy that **You** shall notify **Us** prior to the commencement of any conversion, extensions, refurbishment and modernisation to the **Home**. Upon receipt of this notice **We** reserve the right to amend the terms and conditions of this Insurance.

### 14. Sanctions

**We** shall not provide any benefit under this policy to the extent of providing cover, payment of any claim or the provision of any benefit where doing so would breach any sanction, prohibition or restriction imposed by law or regulation.

### 15. Third Party Rights

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

### 16. Fees

Tansar Holdings Limited will charge the following non-refundable Administration and Fraud Protection Fees:

- New Business and Renewal - £15 plus insurance premium tax (IPT)
- All Mid-term Adjustments - £15 plus insurance premium tax (IPT)

There will be no fee charged if the policy is cancelled during the 14 day cooling off period.

## Financial Services Compensation Scheme

**You** may be entitled to compensation if **Your** Insurer(s) cannot meet their liabilities under this policy. This depends on the type of business and circumstances of **Your** claim.

For full information on this if required please refer to **Your Policy Schedule** where there is a section on the Financial Services Compensation Scheme.

## Complaints

If **You** have any enquiries or complaints arising from **Your** policy, please contact the agent that arranged **Your** policy.

Alternatively, **You** can email us at [complaints@tansar.co.uk](mailto:complaints@tansar.co.uk) or write to Tansar Holdings Limited at the address given below:

West House,  
34, Broomfield Road,  
Chelmsford,  
Essex.  
CM1 1SW

If **You** remain dissatisfied after the Complaints Manager has considered **Your** complaint, or **You** have not received a final decision within eight (8) weeks, **You** can refer **Your** complaint to the Financial Ombudsman Service at:

Exchange Tower  
London  
E14 9SR

E-mail: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

**From within the United Kingdom**

Telephone Number: 0800 0234 567 (free for people phoning from a “fixed line”, for example, a landline at home)  
Telephone Number: 0300 1239 123 (free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02)

**From outside the United Kingdom**

Telephone Number: +44(0)20 7964 1000  
Fax Number: +44(0)20 7964 1001

The Financial Ombudsman Service can look into most complaints from consumers and small businesses. For more information contact them on the above number or address, or view their website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

The European Commission also provides an on-line dispute resolution (ODR) platform that allows consumers to submit their complaint through a central site, which will forward the complaint to the right Alternative Dispute Resolution (ADR) scheme. For more information about ODR please visit <http://ec.europa.eu/odr>

Following the complaints procedure does not impact **Your** rights to legal action.

## How to Make a Claim

### Making a Claim under Sections 1, 2 and 3

#### If you need to make a claim

1. Check **Your** policy and **Your Policy Schedule** carefully to make sure that **you** are insured.
2. Please phone the number shown on **Your Policy Schedule** as soon as possible to report the loss or damage. They will tell **You** what **You** need to do next.

If possible please have the following information to hand when **you** telephone the claims line:

- policy number;
- **Home** postcode;
- nature of problem;

If **You** are a victim of theft, malicious damage, vandalism or something is damaged away from the **Home**, tell the police or issuing authority first and request an incident number.

If **You** have had to pay a tradesman to make urgent repairs necessary to prevent further loss or damage **You** should ask for and keep hold of any receipts they give **You**.

3. Do not
  - admit fault if **You** or **Your Family** are being held responsible for injury or damage.
  - pay, offer or agree to pay any amount or admit responsibility without our permission;
  - carry out any permanent repairs or dispose of any damaged items until **We** have been given the opportunity to inspect the damage.

If **you** receive any documentation regarding a claim such as letters or receipts please send them to **Us** unanswered and without delay to the address in **Your Policy Schedule**.

#### What might we ask you to do or what might we need to do?

To help **Us** handle **Your** claim as quickly as possible **We** may:

- ask **You** to take steps to recover any property which has been lost;
- ask **You** to send **Us** at our expense, all the documents and information (including written estimates and proof of value or ownership) **We** may require.
- enter any building where loss or damage has happened;
- take control of the remains of any property insured by the policy for which **We** have agreed to pay a claim and deal with them in a reasonable manner; or
- leave the remains of any property insured by the policy for which **We** have agreed to pay a claim with **You** to and deal with as **You** see appropriate;
- take over, defend or settle any claim made against **You** or at our own expense, take legal action in **Your** name to get back any payment **We** have made under this policy.

Further information is provided on **Your Policy Schedule** together with the claim phone number in respect of how to make a claim.



## Making a Claim under Section 4 (Legal Expenses Insurance)

As soon as **You** have a legal problem that **You** may require assistance with under this insurance **You** should telephone the Legal Helpline.

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

### Data Protection Act

**Your** details and details of **Your** insurance cover and claims will be held by **Us** and or the **Insurer** for underwriting, processing, claims handling and fraud prevention subject to the provisions of the Data Protection Act 1998.

### Customer Service

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

If **You** are unhappy with the service that has been provided, **You** should contact **Us** at the address below. **We** will always confirm to **You**, within five working days, that **We** have received **Your** complaint. Within four weeks **You** will receive either a final response or an explanation of why the complaint has not been resolved yet plus an indication of when **You** will receive a final response. Within eight weeks **You** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when **You** will receive a final response. After eight weeks, if **You** are unhappy with the delay, **You** may refer **Your** complaint to the Financial Ombudsman Service. **You** can also refer to the Financial Ombudsman Service if **You** cannot settle **Your** complaint with **Us** or before **We** have investigated the complaint if both parties agree.

### Our contact details are:

Arc Legal Assistance Ltd  
PO Box 8921  
Colchester  
CO4 5YD

Tel 01206 615 000

Email [customerservice@arclegal.co.uk](mailto:customerservice@arclegal.co.uk)

### The Financial Ombudsman Service contact details are:

Financial Ombudsman Service  
Exchange Tower  
London  
E14 9SR

Tel 08000 234 567

Email [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

### Compensation

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

### Authorisation

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

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

## Making a Claim under Section 5 (Emergency Home Assistance)

### How we settle a claim

We will arrange for an Approved Contractor to assess the situation and carry out Emergency Repairs to Your Property to stabilise the situation and remove the Emergency or restore the normal operation of the boiler or warm air unit

Where the cost of a Permanent Repair is similar to the cost of an Emergency Repair We may, at Our sole discretion, authorise Our Approved Contractor to undertake a Permanent Repair to Your Property

We will pay up to a maximum of **£500** for any claim including VAT, call-out charges, labour, parts and materials

Whilst We will make every effort to make sure that We supply You with the full range of services in all Emergencies covered by this policy, remote geographical locations or unforeseeable adverse local conditions may prevent Us from providing the normal standard of service.

We cannot be responsible for any inconvenience, loss or damage caused by a delay in the manufacturers, or their suppliers or agents, supplying spare parts.

The maximum amount that We will pay during any Period of Insurance is **£2500** including VAT

### What to do if you need to make a claim

When You become aware of a possible claim under this policy, You must notify Us immediately by telephone on:

**01245 240789**

We will then advise You how to protect yourself and Your Property

The Police must also be advised immediately of any loss or damage arising from theft, attempted theft, vandalism or malicious act.

Major Emergencies which may result in serious damage or danger to You or anyone else should immediately be reported to the Public Supply Authority, or in the case of difficulty, to the Public Emergency Services

**SUSPECTED GAS LEAKS MUST ALWAYS BE REPORTED TO  
NATIONAL GAS EMERGENCY SERVICE ON 0800 111 999**