



**Policy Wording** 



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# Your Policy Wording

Thank **You** for choosing to insure **Your Military Kit** and **Home** with Forces Plan (a trading style of Plum Underwriting Limited, which is part of Brown & Brown (Europe) Limited).

Established in 1993, Forces Plan is a highly respected insurance underwriting agency with a history of providing market leading insurance solutions. **Our** aim is to deliver excellence through **Our** products and with a first-class service; build long term relationships with all of **Our** policyholders.

**We** choose **Our** Insurers who cover the risks in the **Policy** very carefully, based on their financial strength and service capabilities. The Insurer(s) for **Your Policy** is as detailed on **Your** Schedule.

**Our** claims service is designed to respond when **You** need it most – 24 hours a day, 7 days a week.

**We** are delighted to be given the opportunity to provide **You** with an insurance **Policy** and can assure you that **We** will do all **We** can to keep **You** as a valued customer for many years ahead.

**Our** property insurance **Policy** is designed to protect **You** against the risk of things happening suddenly which **You** could not have expected such as fire, theft, **Flood** and **Storm**. It is not designed to protect **You** against losses that arise due to the gradual deterioration or poor maintenance of **Your** property.

The **Policy** is a contract of insurance between **You** and **Us** and is reliant on **You** providing **Us** with accurate information. Failure to provide this may invalidate the contract or affect the settlement of any claim under the **Policy**. For more information, please refer to the 'General Conditions' section.

In return for payment of the full premium shown on your Schedule, **We** agree to insure **You**, subject to the terms and conditions contained in or endorsed on this **Policy**, against loss or damage **You** sustain or legal liability **You** incur for accidents happening during the **Period of Insurance** shown on **Your** Schedule.

It is essential that **You** read all documents forming part of **Your Policy** to ensure that **You** fully understand the cover that **We** have provided.

# The law applicable to this Policy

**We** and **You** can choose the law which applies to this **Policy**. **We** propose that the Law of England and Wales applies. Unless **We** and **You** agree otherwise, the Law of England and Wales applies to this **Policy**.

# Eligibility

#### You must be either:

- A serving member of HM Forces including reservists.
- A civilian on attachment to HM Forces and residing outside the UK within 30 days of commencement of this **Policy**.



# How to Use this Policy

Please read this **Policy** wording with **Your Policy** Schedule in order to make sure that **You** are satisfied with **Your** insurance. If **You** have any questions please contact Forces Plan.

# Why some words are shown in bold type

Certain words and phrases printed in **bold type** have defined meanings throughout this **Policy**. **You** can find the meanings of these defined terms in the Definitions section.

## Cover details

You will find the following headings on many pages:

What is covered	What is not covered
These sections give detailed information on the insurance provided and must be read with 'What is not covered' at all times.	These sections draw <b>Your</b> attention to what is not included in <b>Your Policy</b> .

# To help you further

We have included some explanatory notes in Your Policy. These are printed in orange.



# How to Make a Claim

To make a claim, please refer to the section 'How to Make a Claim' on **Your** Schedule for the contact details.

When notifying a claim, please provide **Your** name, **Policy** number (shown on **Your** Schedule), the name of **Your** insurance broker or intermediary (if applicable this will be shown on **Your** Schedule) and full details of the loss or damage.

There are several claims conditions that operate. Please refer to the 'Claims Conditions' section of this **Policy** wording booklet which explains **Your** duties in the event of a claim and how **Your** claim will be dealt with.



# **Definitions**

These definitions do not apply to Section C – Family Legal Expenses where separate definitions apply.

Where **We** explain what a word means, that word will have the same meaning wherever it is used in the **Policy** or Schedule. These words are highlighted by the use of **bold print** and start with a capital letter. Definitions are listed alphabetically.

#### **Bedroom**

A room originally built to be a bedroom even if it is now used for another purpose. A bedroom may be being used as a study, children's play room, gym etc. however if it could easily be changed back to a bedroom then it is a bedroom.

The exception to the above is if the room has been altered in such a way that it cannot easily be used as a bedroom again e.g. If a bedroom has been converted into a bathroom.

#### **Business Equipment**

All computers and equipment (excluding data) and other equipment used solely for business, trade, professional or employment purposes which includes stock but excludes **Money** and documents.

#### **Computer Systems**

Computer or other equipment or component or system or item which processes stores transmits or receives **Data**.

#### **Contents**

All of the following things are included provided that they belong to **You** or **Your Family** or **You** or **They** are legally responsible for them. With the exclusion of **Military Kit** and **Business Equipment**, they must be mainly used for private purposes. The full definition of each can be found within this section.

- Household Goods
- Military Kit
- Personal Effects
- Valuables
- Money
- Business Equipment

#### **Cyber Act**

An unauthorised, malicious or criminal act or series of related unauthorised, malicious and criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **Computer Systems**.

#### **Cyber Incident**

 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer Systems;

or

 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **Computer Systems**.



**Data** Any data of any sort whatever, including without limitation tangible

or intangible data, and any programs or software, bandwidth, cryptographic keys, databases, documents, domain names or network addresses or anything similar, files, interfaces, metadata, platforms, processing capability, storage media, transaction

gateways, user credentials, websites, or any information whatever.

**Denial of Service Attack** 

Any actions or instructions constructed or generated with the ability to damage, interfere with or otherwise affect the availability or performance of networks, network services, network connectivity or **Computer Systems**. Denial of service attacks include, but are not limited to, the generation of excess traffic into network addresses, the exploitation of system or network weaknesses, the generation of excess or non- genuine traffic between and amongst networks and the procurement of such actions or

instructions by other Computer Systems.

**Domestic Staff** A person employed to carry out domestic duties associated

with the **Home** and not employed by **You** in any capacity in connection with any business, trade, profession or employment.

**Endorsement(s)** A change to the terms of the **Policy** as shown under

Endorsements in the Schedule.

**Excess** The amount **You** are required to pay as the first part of each

and every claim made.

**Family/ They Your** spouse, domestic partner or civil partner, children,

**Domestic Staff** and any other person all permanently residing

with You and not paying a commercial rent.

**Flood** An invasion of the property by a large volume of water caused

by a rapid build-up of or sudden release of water from outside of

the **Home**.

Hacking Unauthorised access to any Computer Systems, whether Your

property or not.

**Heave** The upward or sideways movement of the site on which **Your** 

**Home** is situated other than **Settlement** caused by the swelling

of the ground.

**Home** The private residence shown in the Schedule including its

garages and **Outbuildings** if they form part of the property.

**Household Goods** This includes tenants' fixtures, fittings and interior decorations.

Landslip Sudden movement of soil on a slope or gradual creep of a slope

over a period of time other than **Settlement**.

Military Kit Permanent Issue Kit: a. Service uniforms, service equipment

on continuous personal charge for the

sole use of You.



 Mess kit, uniforms, equipment of a military nature purchased and owned by You.

Temporary Issue Kit:

Temporary issue service equipment on personal charge to and for the sole use of **You** 

#### Money

Coins and bank notes in current use, cheques, postal orders, postage stamps which are not part of a collection, trading stamps, premium bonds, saving stamps or certificates, luncheon vouchers, gift vouchers or gift cards, money orders, travel tickets including season tickets, petrol coupons, phonecards, pre-booked event and entertainment tickets and electronic money cards.

It does not include credit card, cheque card or cash dispenser card liability.

#### **Operational Tour**

A tour of duty for which an operational allowance is paid to **You**.

#### **Outbuildings**

- Sheds.
- Greenhouses.
- Summer houses.
- Other buildings but not including touring caravans, mobile homes or motor homes or structures made of canvas, PVC or any other non-rigid material.

#### **Period of Insurance**

The **Policy** will automatically be renewed upon receipt of **Your** monthly premium, which is payable by Direct Debit. A new and separate period of insurance will accordingly run from the start of the first day of each month until the end of the last day of that month, until the **Policy** is cancelled (whether through non-payment of premium or otherwise).

#### **Personal Effects**

Clothes and items of a personal nature likely to be worn, used or carried. For example portable radios and TVs, handheld games consoles, mobile phones and sports equipment. It does not include **Valuables** or **Money**.

#### **Personal Possessions**

The definition of **Personal Possessions** can be found within the section **Personal Possessions** of this **Policy**.

#### **Phishing**

Any access or attempted access to **Data** made by means of misrepresentation or deception.

#### **Policy**

The Policy describes the insurance cover provided during the **Period of Insurance** as shown in **Your** Schedule which **You** have paid for, or have agreed to pay for, and for which **We** have accepted the premium.

**Your** Policy is made up of the following components:

Schedule - identifying which sections of the Policy
 You have bought



- Section wordings
- Endorsement(s)
- Essential information including:
  - General conditions and exclusions
  - Definitions
  - Claims conditions including making a claim and how **We** settle a claim
  - Making a complaint.

#### Settlement

The natural movement of new properties in the months and years after they are built.

Storm

A period of violent weather defined as:

- wind speeds with gusts of at least 48 knots (55mph)\* or
- torrential rainfall at a rate of at least 25mm per hour or
- snow to a depth of at least one foot (30cm) in 24 hours or
- hail of such intensity that it caused damage to hard surfaces or breaks glass.

#### Subsidence

Downward movement of the site on which the **Home** is situated by a cause other than **Settlement** or the weight of the **Home** itself.

#### Unfurnished

Does not contain enough furniture and furnishings for normal living purposes.

### Unoccupied

Not lived in by **You** or **Your Family** for more than 60 consecutive days or occupied by squatters unless **You** are on an **Operational Tour**.

#### Valuables

Jewellery (including costume jewellery) articles of or containing gold, silver or other precious metals, cameras (which includes camera lenses), binoculars, watches, furs, paintings and other works of art, collections of stamps, coins and medals.

#### **Vehicles**

- Electrically or mechanically propelled or assisted vehicles including plant machinery, mini diggers, fork lift trucks, motor cycles, children's motor cycles, powered transporters (including e-scooters and Segways), quad bikes and children's quad bikes.
- 2. Aircraft (including any type of glider), drones (including mechanically propelled aerial toys, models or devices), boats, hovercraft and any other type of craft designed to be used in or on the water including hand or foot propelled craft, sailboards, electric surfboards and windsurfers.
- 3. Trailers, carts, wagons, caravans and horse boxes.

<sup>\*</sup>Equivalent to Storm Force 10 on the Beaufort scale.



4. Parts, accessories (including keys and key fobs), tools supplied with the vehicle and/or used for commercial purposes, fitted radios, cassette players and compact disc players and satellite navigation systems primarily used for any of the items in 1-3 above.

The following items are not included within this definition:

- Ride on lawn mowers only used for domestic purposes within the boundaries of the land belonging to **Your Home**.
- Wheelchairs, mobility scooters and invalid carriages, provided they are only being used for their intended purpose and by the intended user, and they do not need to be registered for use on the road.
- Surfboards (non-electric), waterskis, snowboards and skis.
- Toys and models.
- Pedal cycles and electrically assisted pedal cycles. The motor should have a maximum power output of 250 watts and should not be able to propel the bike when it's travelling more than 15.5mph.
- Golf trolleys which are controlled by someone on foot.
- Portable satellite navigation devices or global positioning devices but not those fixed to a vehicle.

Vermin

Brown or black rats, house or field mice, grey squirrels, owls, pigeons, foxes, bees, wasps or hornets.

Virus or Similar Mechanism

Program code, programming instruction or any set of instructions constructed with the purpose and ability, or purposely used, to damage, interfere with, adversely affect, infiltrate or monitor computer programs, Computer Systems, Data or operations, whether involving self-replication or not. The meaning of virus or similar mechanism includes but is not limited to trojan horses worms and logic bombs and the exploitation of bugs or vulnerabilities in a computer program to damage, interfere with, adversely affect, infiltrate or monitor as above.

We/Us/Our

Forces Plan (a trading name of Plum Underwriting Limited) acting on behalf of **Your** insurers.

You/Your

The person named in the Schedule as the Policyholder and Your spouse/civil partner/partner, children and any other person, all permanently residing with **You** and not paying a commercial rent. This definition does not apply to **Domestic Staff**.



## General Conditions

These conditions do not apply to Family Legal Expenses where separate conditions apply.

**You** and **Your Family** must keep to the following conditions to have the full protection of **Your Policy**. If **You** or **Your Family** don't comply with them **We** will take one or more of the following actions:

- Cancel Your Policy.
- Declare Your Policy void (treating Your Policy as if it never existed).
- Change the terms of Your Policy.
- Refuse to deal with all or part of any claim or reduce the amount of any claim payment.

# 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 and tell **Us** or **Your** broker if this information changes. If **You** are in any doubt, please talk to **Us** or **Your** broker. **We** will tell **You** if a change in information affects **Your** insurance.

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;
- c. retain the premium; and
- d. request a refund from **You** of any claim payments already made.

If  $\mathbf{We}$  establish that  $\mathbf{You}$  carelessly provided  $\mathbf{Us}$  with untrue or misleading information  $\mathbf{We}$  will have the right to:

- i. treat this **Policy** as if it had never existed, refuse to pay all claims and return the premium **You** have paid. **We** will only do this if **We** provided **You** with insurance cover which **We** would not otherwise have offered;
- 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 and apply these amended terms to all claims under the **Policy**, including any claims **You** have already made;
- 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** thirty (30) 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**.

# Changes in your circumstances

It is important that **You** tell **Us** as soon as possible if **Your** circumstances change or if any of the information shown on **Your** Statement of Fact or Schedule changes during the **Period of Insurance**.

Examples of changes **We** must be made aware of are:

- Change of correspondence address.
- If **You** or **Your Family** cease to be a member of HM Forces or civilian attached to HM Forces.
- If You or Your Family intend to let or sublet Your Home.
- If **You** or **Your Family** intend to use **Your Home** for any reason other than private residential purposes.
- If Your Home will be Unoccupied for more than 60 consecutive days.
- If Your Home is no longer occupied solely by You or Your Family.
- If **You** or **Your Family** have been declared bankrupt or been subject to bankruptcy proceedings.
- If **You** or **Your Family** have received a Police caution for or been convicted of or charged with any offence other than driving offences.

If **You** do not keep **Us** updated on any changes to information or provide untrue or misleading information when updating **Us**, then the remedies outlined in 'Information you have given us' will be applied.

# Policy duration

The **Policy** will automatically be renewed upon receipt of **Your** monthly premium which is payable by Direct Debit. A new and separate **Period of Insurance** will accordingly run from the start of the first day of each month until the end of the last day of that month, until the **Policy** is cancelled (whether through non-payment of premium or otherwise).

## **Dual insurance**

If any injury, loss, damage or liability is covered by any other insurance then **We** will not pay more than **Our** share.



## Fraud

Throughout Your dealings with Us, We expect You to act honestly.

If **You** or anyone acting for **You**:

- Knowingly makes a fraudulent or exaggerated claim under Your Policy, or
- Knowingly makes a false statement in support of a claim (whether or not the claim itself is genuine), or
- Submits a knowingly false or forged document in support of a claim (whether or not the claim itself is genuine), or
- Makes a claim for any loss or damage caused by Your wilful act or caused with Your agreement, knowledge or collusion,

#### Then:

- We will cancel Your Policy from the date of the fraudulent act.
- We will not pay any fraudulent claims.
- **We** will be entitled to recover from **You** the amount of any fraudulent claim already paid under the **Policy** since the start date.
- We will not return any premium paid by You for the Policy.
- We will inform the Police of the circumstances.

# The value of your contents

**You** must notify **Us** immediately when the full value of **Your Contents** exceeds £75,000. If the full value of **Your Contents** exceeds this sum, **We** will only be able to settle claims at the percentage **You** are insured for. For example, if the value of **Your Contents** only represents 70% of the full replacement value then **We** will not pay more than 70% of **Your** claim.

The full value of **Your Contents** means the current cost as new except for clothes, furs and household linen where an appropriate allowance for wear and tear should be made.

# Updating sums insured

Please be aware that the value of **Your Military Kit**, **Contents** or **Personal Possessions** may be growing because of acquired items. It is therefore important that **You** regularly check that **Your** sum insured is set at the appropriate level.

It is a condition that **You** set the level of **Your** insurance to the correct sums insured. If, in the event of a claim, **Your** sums insured are not set at the correct level, **We** will only be able to settle claims at the percentage **You** are insured for. For example, if the value of **Your Military Kit**, **Contents** or **Personal Possessions** only represents 70% of the full replacement value then **We** will not pay more than 70% of **Your** claim.



## **Sanctions**

**We** will not provide cover, be liable to pay any claim or provide any benefit where doing so would expose **Us**, or any insurer to:

- any sanctions, prohibitions or restrictions under United Nations resolutions; or
- the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, or United States of America.

# Changes to cover, terms or premiums

This clause explains how **We** may make changes to **Your Policy**.

**We** may change the price, benefits, terms, cover and/or exclusions of **Your Policy** by giving **You** no less than 60 days notice by email to **Your** last known address. Any such notice will explain **Our** reasons for making the changes. This does not apply to any changes in law, regulation and/or taxation of insurance business within the UK, when changes will be made according with **Our** statutory and regulatory obligations without prior notice.

**We** will only exercise **Our** ability to make changes to **Your Policy** in order to make reasonable and proportionate changes to reflect the following:

- Any changes that are required to give effect to decisions and/or guidance of a Regulator or Ombudsman.
- Any changes that are required to give effect to new or revised insurance industry codes of practice, that **We** intend to comply with.
- Inflationary increases in general claims costs or administrative costs which affect the cost to **Us** of providing cover under and administering **Your Policy**.
- Other increases or decreases in the relative cost and/or relative number of claims which
  affect the cost to Us of providing cover under and administering Your Policy.
- Increases in the relative cost of purchasing reinsurance, which affects the cost to Us of providing cover under Your Policy.

# Taking care of your property

**You** and **Your Family** must take and cause to be taken, all reasonable precautions to avoid injury, loss or damage to the property insured. **You** must take all practicable steps necessary to safeguard the property insured from loss or damage.

You must maintain the insured property in good repair.



# Cancelling your cover

**You** may cancel this **Policy** at any time by giving notice to Forces Plan via the Forces Plan website at www.forcesplan.co.uk or by mail, telephone or email.

Mail Forces Plan

Carlson House, Bradfield Road, Wix CO11 2SP

Tel 0330 551 0995

Email enquiries@forcesplan.co.uk quoting **Your Policy** number

- If You cancel this Policy within the first 14 days of receiving Your Policy documentation, then providing there has been no claim or incident likely to give rise to a claim, We will refund the premium in full.
- If a claim has been submitted or there is an incident likely to give rise to a claim, then no premium refund will be given.
- If **You** cancel this **Policy** more than 14 days after receiving **Your Policy** documentation then no refund of any premium paid will be given.
- **We** reserve the right to cancel the **Policy** with immediate effect in the event of non payment of the premium and no refund will be given to **You** of any premiums previously paid.
- **We** may also cancel this **Policy** by giving **You** 14 days notice at **Your** last known email address and no refund of any premiums will be given.

## Our right to cancel your cover

**We** reserve the right to cancel **Your Policy** when there is a valid reason to do so. Valid reasons are

- You provide **Us** with inaccurate or incomplete information.
- You make a change to Your information which renders the risk no longer acceptable for
   Us to insure. Please see 'Changes in your circumstances' for further information.
- You act in a fraudulent manner. Please see 'Fraud' for further information.
- **You** fail to supply requested validation documents. Please see the Claims Conditions section for further information.
- You use threatening or abusive behaviour or language towards Our staff or suppliers.

If **We** cancel **Your Policy**, **We** shall provide **You** with 14 days prior written notice to **Your** last known email address. Within this notice **We** will advise **You** of **Our** reasons for cancelling **Your Policy** and any premium refund will be calculated in accordance with the above.

If **We** cancel **Your Policy** because **You** have acted in a fraudulent manner **We** will not return any premium paid by **You** for the **Policy** and **We** may not provide any prior written notice.



# Payments by Direct Debit

Forces Plan Premium Kit and Home insurance is a monthly **Policy** which will renew for a further month, subject to the payment and acceptance of the monthly premium.

- The monthly premium will be collected on the first working day of each calendar month.
- If the first **Period of Insurance** commences part way through a month, two premiums will be collected on the first working day of the following month. The first premium covers the first Period of Insurance and the second premium for the next **Period of Insurance**.
- If one or more premiums have been paid, non payment of a subsequent premium will take You off cover with effect from 00:01 hrs on the due date of the unpaid premium.
   We will then use reasonable endeavours to collect the outstanding payment(s) before exercising Our right to cancel the Policy.



## Claims Conditions

These conditions do not apply to Family Legal Expenses where separate conditions apply.

**You** must comply with the following conditions to have the full protection of **Your Policy**. If **You** do not comply with them, **We** may take one or more of the following actions:

- Cancel Your Policy.
- Declare Your Policy void (treating Your Policy as if it never existed).
- Change the terms of Your Policy.
- Refuse to deal with all or part of any claim or reduce the amount of any claim payment.

Brown & Brown Claims (UK) Limited provide the claims handling service for this **Policy**. For this section the terms **Us**, **We** and **Our** are referring to Brown & Brown Claims (UK) Limited.

# The first thing you must do

**You** must notify the Police or other appropriate local or civil authority immediately **You** become aware that a crime has been committed, obtain a crime or lost property number and notify **Us** in writing no later than 7 days after the date of such incident.

**We** recommend that **You** check **Your Policy** cover. Check that the loss or damage is covered. This **Policy** contains details of what is covered and how claims are settled.

# You should always

- Take all reasonable steps to recover missing property.
- Take all reasonable steps to prevent further damage.
- Notify **Us** as soon as reasonably possible in writing, and on no account later than 30 days
  after the date of the incident, of any loss, damage, or any claim made against **You**, or any
  circumstance or occurrence which may subsequently give rise to a claim under this **Policy**.

## Claims process

When **You** contact **Us**, **We** will do the following, as appropriate:

- 1. Take details of the loss.
- 2. Instruct an approved supplier to contact **You** if appropriate.
- 3. Where necessary, arrange for someone to call or contact **You** by telephone as soon as possible to discuss **Your** claim. This person may be one of **Our** own claims staff or an independent Chartered Loss Adjuster.



## Claims Conditions continued

# What you must do after making your claim

- Tell **Us** and provide full details in writing as soon as possible if someone is holding **You** responsible for damage to their property or bodily injury to them and send to **Us** as soon as possible any writ, summons, letter of claim or other document.
- If requested, send written details of **Your** claim to **Us** within 30 days.
- To help assist with dealing with Your claim We may require You to obtain estimates for the replacement or repair of the damaged property.
- **We** will only ask for information relevant to **Your** claim and **We** will pay for any reasonable pre-agreed expenses **You** incur in providing the above information as part of **Your** claim.
- If **We** ask **You** must allow **Us**, an approved supplier or a loss adjuster access to inspect the damage to **Your Buildings** or **Contents**.
- To help prove **Your** claim **We** may require **You** to provide documentation as detailed in 'Proof of your claim and its value' below.

# Proof of your claim and its value

It is **Your** responsibility to prove any claim. To help prove **Your** claim **We** may require **You** to provide original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, proof of authenticity, utility bills, pre-purchase surveys, plans and deeds of **Your** property or other documents **We** may reasonably require.

# What you must not do

- Admit or deny any claim made by someone else against You or make any agreement with them.
- Abandon any property to Us.
- Dispose of damaged items as We, an approved supplier or loss adjuster may need to inspect the damage.

# What we are entitled to do

**We** are entitled to take over any rights in the defence or settlement of any claim and to take proceedings in **Your** name for **Our** benefit against any other party.

**We** are also entitled to take possession of the property insured and deal with any salvage. **We** may pursue any claim to recover any amount due from a third party in **Your** name. **We** are entitled to retain the right to communicate directly with **You** regarding **Your** claim, even in situations where **You** have appointed a professional representative, such as a loss assessor or claims management company, to act on **Your** behalf.

**We** are entitled to assess **Your** claim based on **Our**, an approved supplier's or loss adjuster's view and interpretation, even in situations where **You** have appointed a professional representative, such as a loss assessor or claims management company, to act on **Your** behalf.



## How We Settle Claims

# Contents, Military Kit and Personal Possessions sections

**We** may repair, reinstate or replace the lost or damaged property. If **We** cannot replace or repair the property, **We** may pay **You** for the loss or damage in cash or cash alternative (including vouchers and/or store cards).

Where **We** can offer repair or replacement through a preferred supplier, but **We** agree to pay **You** a cash or cash alternative settlement, then payment will not exceed the amount **We** would have paid the preferred supplier.

If no equivalent replacement is available then **We** will pay **You** the full replacement cost of the item with no discount applied.

**We** may appoint an approved supplier to act on **Our** behalf to validate **Your** claim. **They** are authorised to arrange a quotation, a repair or a replacement.

Any permanent repairs made by **Our** approved suppliers are guaranteed.

# Matching sets, suites and carpets

Where items originally purchased as part of a set cannot be matched and an appropriate replacement cannot be sourced, **We** will pay for accompanying items from a bathroom suite, three piece suite, or kitchen unit (excluding kitchen appliances) if one individual item is damaged.

In all other circumstances an individual item from a matching set of articles is regarded as a single item. **We** will pay **You** for individual damaged items but not for undamaged companion pieces.

Where carpeting is damaged beyond repair, only the damaged carpet will be replaced and not undamaged carpet in adjoining rooms.

## Will a deduction be made for wear and tear?

There will be a deduction for clothes (other than military clothing or kit), furs and household linen. There will be no deduction for all other **Contents**, provided that they have been maintained in good repair and the **Sum Insured** represents the full value of the property (see General Conditions).



## General Exclusions

Unless specifically listed below, the following exclusions apply throughout the **Policy** and in relation to each claim.

# We will not pay for:

## Riot / civil commotion

Any loss, damage or liability occasioned by or happening through riot or civil commotion outside the United Kingdom, the Isle of Man or the Channel Islands.

## Sonic bangs

Loss or damage by pressure waves caused by aircraft and other aerial devices travelling at sonic or supersonic speeds.

#### Reduction in market value

Any reduction in market value to any property following its repair or reinstatement.

#### Confiscation

Any loss, damage or liability caused by, or happening through, confiscation or detention by customs or other officials or authorities.

## The exclusions above do not apply to the following covers:

- Tenant's liability.
- Public liability.
- Liability to Domestic Staff.
- Licence to Occupy Liability.

#### War risks

Any loss, damage or liability caused by or happening through war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

#### Radioactive contamination

- Loss or damage to any property, or any loss or expense resulting or arising therefrom, or any other loss, damage or additional expense following on from the event for which You are claiming.
- 2. Any legal liability directly or indirectly caused by or contributed to, by, or arising from:
  - Ionising radiation or contamination by radioactivity from any irradiated nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel.
  - The radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or of its nuclear component.



## General Exclusions continued

### Gradual deterioration/maintenance

Any loss or damage and any legal liability directly or indirectly caused by or contributed to, by, or arising from wear and tear, depreciation, the effects of light or the atmosphere, mould, dry or wet rot or fungus, and costs that arise from the normal use, maintenance and upkeep of **Your Home**.

#### **Terrorism**

Any loss, damage, liability, cost or expenses of whatsoever nature directly or indirectly caused or occasioned by, or happening through, or in consequence of terrorism, or any action taken in controlling, preventing or suppressing any acts of terrorism, or in any way relating hereto.

For the purpose of this exclusion, 'terrorism' means the use of biological chemical and/or nuclear chemical and/or nuclear force or contamination and/or threat thereof by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s) committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear. However, losses caused by or resulting from riot, attending a strike, civil commotion and malicious damage are not excluded hereunder.

## Pollution / contamination

Loss, damage, liability or bodily injury arising directly or indirectly from pollution or contamination, unless caused by:

- A sudden, unforeseen and identifiable incident.
- Leakage of oil from a domestic oil installation at Your Home.

## Deliberate loss or damage

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

#### Virtual currencies

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

#### Cyber exclusion

**We** will not pay for any loss, damage, cost or expense directly or indirectly caused by, contributed to by, arising from, occasioned by or resulting from:

- a. any Cyber Act including but not limited to Hacking, Phishing, Denial of Service Attack or the transmission of any Virus or Similar Mechanism; or
- b. any Cyber Incident.

This exclusion will not apply to sudden and unintentional physical damage resulting from causes which are covered by **Your Policy**.



# Section A: Contents Cover

Your Schedule will show if this section is in force.

#### What are contents?

All of the following things are included provided that they belong to **You** or **Your Family**, or that **You** or **They** are legally responsible for them. With the exclusion of business equipment, they must be mainly used for private purposes, other than **Military Kit**.

#### Household Goods

This includes tenant's fixtures, fittings and interior decorations.

#### Military Kit

#### Permanent Issue Kit

- a. Service uniforms, service equipment on continuous personal charge for the sole use of **You**.
- b. Mess kit, uniforms, equipment of a military nature purchased and owned by **You**.

#### Temporary Issue Kit

Temporary issue service equipment on personal charge to and for the sole use of **You**.

#### Money

Coins and bank notes in current use, cheques, postal orders, postage stamps which are not part of a collection, trading stamps, premium bonds, saving stamps or certificates, luncheon vouchers, gift vouchers or gift cards, money orders, travel tickets including season tickets, petrol coupons, phonecards, pre-booked event and entertainment tickets and electronic money cards.

It does not include credit card, cheque card or cash dispenser card liability.

#### Personal Effects

Clothes and items of a personal nature likely to be worn, used or carried. For example portable radios and TVs, handheld games consoles, mobile phones and sports equipment. It does not include **Valuables** or **Money**.

#### What contents are not covered?

- a. Vehicles.
- b. Parts, accessories, tools, fitted radios, cassette players and compact disc players for the things in (a) above.
- c. Any living creature.
- d. Contents more specifically insured by any other insurance.
- e. Documents other than as shown in cover 19.
- f. Lottery tickets and raffle tickets.
- g. Any part of the structure of the buildings other than fixtures and fittings for which **You** are responsible as occupier.

Contents definition continued overleaf

What are contents?	What contents are not covered?
Valuables  Jewellery (including costume jewellery) articles of or containing gold, silver or other precious metals, cameras (which includes camera lenses), binoculars, watches, furs, paintings and other works of art, collections of stamps, coins and medals.	
Business Equipment  All computers and equipment (excluding data) used for business, trade, professional or employment purposes unless more specifically insured elsewhere.  This includes stock but excludes business Money and documents.	

# What is the most we will pay?

### Causes 1-11

We will not pay more in total than the sum insured for Contents shown in Your Policy Schedule for any one claim.

## Covers 12, 13, 17, 23 and 29-32

We will pay up to the maximum limit for Contents shown in Your Policy Schedule for any one claim.

### Covers 14-16, 18-22, 24-28 and 33

We will pay up to the limits shown.

The following limits apply		
Business Equipment	£5,000 which can include up to £500 for business stock	
Any one <b>Valuable</b>	20% of the <b>Contents</b> sum insured	
Money	£500	
Total Valuables	40% of the <b>Contents</b> sum insured	

These are the standard limits. If You have increased any of them, the revised limits which apply to Your Policy will be shown in Your Schedule.



W	hat is covered	What is not covered
Co	s or damage to <b>Your</b> or <b>Your Family's</b> <pre>ntents while they are in the Home by owing causes:</pre>	The amount of the <b>Excess</b> shown in the Schedule. Not applicable for covers 24, 25 and 27 of this section.
1.	Fire, smoke, explosion, lightning, earthquake.	Smoke damage arising gradually or out of repeated exposure.
2.	Storm or Flood.	2. Loss or damage by frost.
3.	Theft or attempted theft.  Minimum security precautions <b>Endorsement</b> may apply – see <b>Your</b> Schedule.	<ul> <li>a. Loss or damage while the Home is Unoccupied or Unfurnished.</li> <li>b. Loss or damage if property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason.</li> <li>c. Loss or damage from the Home if any part of it is occupied by anyone other than You or Your Family unless there has been forcible and violent entry to or exit from the Home.</li> </ul>
4.	Escape of water from:  a. A fixed:     i. Water installation.     ii. Drainage installation.     iii. Heating installation. b. A washing machine, dishwasher, waterbed, refrigerator or deep freeze cabinet.  Damage caused by the escape of water is covered, but damage to the items themselves is only covered if an insured cause or cover is operative.	<ul> <li>4. a. Loss or damage while the <b>Home</b> is <b>Unoccupied</b> or <b>Unfurnished</b>.</li> <li>b. Loss or damage caused by failure or lack of sealant and/or grout.</li> </ul>
5.	Escape of oil from a fixed oil–fired heating installation including smoke and smudge damage by vaporisation due to a defective oil–fired heating installation.  Damage caused by the escape of oil is covered, but damage to the installation is only covered if an insured cause or cover is operative.	5. Loss or damage while the <b>Home</b> is <b>Unoccupied</b> or <b>Unfurnished</b> .
6.	Malicious people or vandals.  Minimum security precautions <b>Endorsement</b> may apply - see <b>Your</b> Schedule.	<ul> <li>6. a. Loss or damage while the Home is Unoccupied or Unfurnished.</li> <li>b. Malicious damage caused by You or Your Family or any person You or Your Family have allowed into Your Home.</li> </ul>
7.	Riot, civil commotion, strikes, labour and political disturbances.	



# cherish Contents Cover continued

What is covered	What is not covered
<ul><li>8. a. Subsidence or Heave of the site which the Home stands.</li><li>b. Landslip.</li></ul>	on 8. Loss or damage resulting from coastal or river bank erosion.
<ul> <li>9. Loss or damage caused by collision of a. Aircraft.</li> <li>b. Aerial devices.</li> <li>c. Road or rail vehicles (or anything from them).</li> <li>d. Animals.</li> </ul>	<ul><li>a. <b>Your</b> domestic animals.</li><li>b. Insects.</li></ul>
10. Falling trees or branches.	<ul> <li>10. a. The cost of removing fallen trees or branches unless the <b>Contents</b> have also been damaged.</li> <li>b. Loss or damage caused during tree felling, lopping or topping.</li> </ul>
<ul> <li>Damage to the <b>Contents</b> caused by bor collapse of:</li> <li>a. Satellite dishes.</li> <li>b. TV or radio aerials, aerial fittings of the collapse.</li> <li>d. Telegraph poles.</li> <li>e. Electricity pylons, poles or overhead</li> </ul>	<ul> <li>b. Damage caused by or in the process of cleaning, maintenance, repair or dismantling or masts.</li> <li>c. Damage to equipment not in or attached to the <b>Home</b>.</li> <li>d. Loss or damage to the items themselves.</li> </ul>
The following covers are included.	
<ul> <li>12. Entertainment equipment <ul> <li>Accidental damage to:</li> <li>a. Television sets, stereos, home cinhome entertainment units.</li> <li>b. Radios.</li> <li>c. MP3 players, CD players, record pand tape recorders.</li> <li>d. Blu-ray players, DVD players, viderecorders and games consoles an players.</li> <li>e. Computers (including portable conf. Cable/satellite/digital television reg. Television aerials and satellite dis</li> </ul> </li> </ul>	c. To computers or computer equipment by:



What is covered	What is not covered
<ul> <li>13. Mirrors and glass</li> <li>Accidental breakage of: <ul> <li>a. Mirrors.</li> <li>b. Fixed glass in and glass tops of furniture.</li> <li>c. Ceramic hobs and ceramic tops of cookers.</li> <li>d. Glass oven doors.</li> </ul> </li> </ul>	<ul> <li>13. a. Loss or damage while the Home is Unoccupied or Unfurnished.</li> <li>b. Loss or damage to Your or Your Family's Contents while they are not in the Home.</li> </ul>
<ul> <li>14. Replacement of locks</li> <li>We will pay for the cost of replacing keys and locks or lock mechanisms to:</li> <li>a. External doors and windows of the Home</li> <li>b. A safe within or an alarm protecting Your Home</li> <li>c. An alarm protecting the Home</li> <li>following the theft of their keys.</li> <li>We will pay up to £1,000 for any one claim.</li> </ul>	14. The cost of replacing keys and locks to a garage or <b>Outbuilding</b> .
Your or Your Family's liability under the terms of any credit card, debit card or cash dispenser card agreement as a direct result of its theft from the Home and following its unauthorised use by any person not related to or living with You.  We will pay up to £1,000 for any one claim.  Do not forget to immediately inform the Police and issuing authorities in the event of a loss.	<ul> <li>15. Any loss or claim:</li> <li>a. Unless You or Your Family have complied with the terms and conditions of the issuing authority.</li> <li>b. Due to accounting errors or omissions.</li> </ul>
<ul><li>16. Accidental loss of oil and metered water</li><li>We will pay for accidental loss of domestic heating oil and metered water.</li><li>We will pay up to £1,000 for any one claim.</li></ul>	16. Loss or damage while the <b>Home</b> is <b>Unoccupied</b> or <b>Unfurnished</b> .
<ul> <li>17. Temporary removal Loss or damage by causes 1–11 of this section of Contents temporarily removed from Your Home to: <ul> <li>a. Any bank or safe deposit.</li> <li>b. Any private dwelling provided that it is not Unoccupied or Unfurnished.</li> <li>c. Any building where You or Your Family are working or temporarily living while anywhere in the world.</li> </ul> </li> </ul>	<ul> <li>17. Loss or damage: <ul> <li>a. By theft unless it involves forcible and violent entry to or exit from a building.</li> <li>b. From a caravan, mobile home or motor home.</li> <li>c. Outside the United Kingdom, the Isle of Man or the Channel Islands by riot, civil commotion, strikes, labour and political disturbances or malicious persons.</li> <li>d. To Business Equipment.</li> </ul> </li> </ul>

Continued on next page

## What is covered What is not covered Under b. and c. the maximum amount payable for theft or attempted theft from a room in a school, boarding house, college or university halls of residence accommodation is £2,500 for any one claim. We provide insurance protection for Contents in the Home during normal periods of unoccupancy for example when You are on holiday. However if You are going away for 60 consecutive days or more, or if the **Home** is to be vacated, please tell **Us** as this will affect the terms of Your Policy. Student belongings This cover automatically includes student's possessions up to the total sum insured (limited to £2,500 for theft or attempted theft) providing the student still has their permanent address at the **Home**. Additional cover is available under the Personal Possessions section (if chosen). 18. Alternative accommodation While the **Home** cannot be lived in because of loss or damage covered under this section of the **Policy**, **We** will pay for the reasonable cost of alternative accommodation for You. Your Family and Your domestic animals. When You require alternative accommodation, We will always discuss this with You. To determine what **We** mean by the 'reasonable cost of alternative accommodation' there are numerous factors **We** consider, including: the circumstances of Your claim the needs of You, Your Family and domestic animals how long You might need the accommodation for what type of accommodation is available and where it is located. We will not pay for a period exceeding 2 years for alternative accommodation and a maximum of £15,000 for loss of income for any one claim.



# cherish Contents Cover continued

What is covered	What is not covered
<ul> <li>19. Documents Loss or damage by causes 1–11 to documents (other than Money) whilst: <ul> <li>a. Within the main building of Your Home, or</li> <li>b. Deposited for safe custody in any bank safe deposit or bank solicitor's strongroom anywhere in the world.</li> </ul> </li> <li>We will pay up to £1,000 for any one claim.</li> </ul>	<ul><li>19. a. Documents solely used for business, trade, profession or employment purposes.</li><li>b. Securities or share certificates.</li></ul>
<ul> <li>20. Religious festivals, weddings and civil partnerships</li> <li>The Contents Cover limit is automatically increased by 10% for gifts and provisions:</li> <li>a. During the period 30 days before and 30 days after a recognised religious festival.</li> <li>b. During the period 30 days before and 30 days after Your or Your Family's wedding or civil partnership ceremony.</li> </ul>	
<ul> <li>21. Visitor's personal effects</li> <li>Loss or damage by causes 1–11 to visitor's</li> <li>Personal Effects whilst contained within</li> <li>Your Home.</li> <li>We will pay up to £1,000 for each visitor for any one claim.</li> </ul>	<ul><li>21. a. Loss or damage specifically excluded under Contents Cover.</li><li>b. Loss or damage to Valuables or Money.</li></ul>
<ul> <li>Domestic staff's personal effects         Loss or damage by causes 1–11 to Domestic Staff's Personal Effects contained within Your Home.         We will pay up to £1,000 for each member of Domestic Staff for any one claim.     </li> </ul>	<ul><li>22. a. Loss or damage specifically excluded under Contents Cover.</li><li>b. Loss or damage to Valuables or Money.</li></ul>
<ul> <li>23. Frozen food Loss or damage to food in a fridge or freezer which is made inedible by: <ul> <li>a. A change in temperature.</li> <li>b. Contamination by refrigerant or refrigerant fumes.</li> </ul> </li> <li>The fridge or freezer must be: <ul> <li>c. In Your Home.</li> <li>d. Owned by or the responsibility of You or Your Family.</li> </ul> </li> </ul>	<ul> <li>23. Loss or damage resulting from:</li> <li>a. The deliberate act of You or Your Family or any electricity supplier.</li> <li>b. Strike, lock-out or industrial dispute.</li> <li>c. Frozen food solely used for business, trade, profession or employment purposes.</li> </ul>



#### What is covered

#### 24. Liability to domestic staff

Any amount that **You** or **Your Family** become legally liable to pay as compensation (including claimant's costs and expenses) for death, bodily injury or illness of any **Domestic Staff** happening anywhere in the world.

**We** will pay up to £10,000,000 in respect of all compensation (which includes costs and expenses agreed by **Us** in writing) for any one claim or series of claims arising from any one event or one source or original cause.

25. Tenant's liability (applicable if the **Home** is privately rented).

**We** will pay up to 20% of the **Contents** sum insured for any one claim or series of claims arising from any one event or one source or original cause that **You** or **Your Family** become legally liable to pay as tenant of the **Home** in respect of:

- Damage to the **Home** by causes 1-11 of this section.
- Accidental damage to cables, drain inspection covers or underground drains, pipes or tanks providing a service to or from the **Home**.
- 3. Accidental breakage of:
  - a. Fixed glass in:
    - i. Windows
    - ii. Doors
    - iii. Fanlights
    - iv. Skylights
    - v. Greenhouses
    - vi. Conservatories
    - vii. Verandahs.
  - b. Fixed ceramic hobs or hob covers.
  - Fixed sanitary ware and bathroom fittings.

#### What is not covered

- 24. Your or Your Family's legal liability to pay compensation or costs for bodily injury (including death) sustained by any Domestic Staff when They are:
  - a. Carried in or on a Vehicle, or
  - Entering into or getting out of a Vehicle
     where such bodily injury or illness (including
     death) is caused by or as a result of Your
     or Your Family's use of a Vehicle.

25. Loss or damage to gates, hedges and fences.



#### What is covered

#### 26. Liability arising from Licence to Occupy

Service Family Accommodation (SFA) or Substitute Service Family Accommodation (SSFA)

**We** will pay up to a maximum of £20,000 for any one claim that **You** or **Your Family** become liable to pay as the Licensee arising from:

- Damage to the buildings, fixtures or fittings of the **Home**.
- Accidental damage to cables, drain inspection covers or underground drains, pipes or tanks providing a service to or from the **Home**.
- 3. Accidental breakage of:
  - a. Fixed glass in:
    - i. Windows
    - ii. Doors
    - iii. Fanlights
    - iv. Skylights
    - v. Greenhouses
    - vi. Conservatories
    - vii. Verandahs.
  - b. Fixed ceramic hobs or hob covers.
  - Fixed sanitary ware and bathroom fittings.

# Single Living Accommodation (SLA) or equivalent accommodation

**We** will pay up to a maximum of £20,000 for any one claim that **You** or **Your Family** become liable to pay as occupier arising from damage to the buildings, contents, fixtures or fittings of the **Home**.

## What is not covered

- 26. a. Loss or damage:
  - Caused by chewing, scratching, tearing, fouling or urinating by domestic animals
  - ii. Caused by rot, fungus, infestation, chewing, scratching, tearing, fouling or urinating by insects or **Vermin**.
  - iii. To interior decorations unless the damage is caused by fire.
  - b. Charges in relation to cleaning.
  - c. Exclusions under causes 1-11 and cover 30 of this section.

#### 27. Occupiers and Public Liability

Any amount that **You** or **Your Family** become legally liable to pay as compensation (including claimant's costs and expenses) occurring during the **Period of Insurance** in respect of accidental:

- Death, bodily injury or illness of any person not an employee of either You or Your Family.
- b. Damage to property not belonging to or in the custody or control of **You** or **Your** Family or **Domestic Staff** arising from:

- 27. Legal liability to pay compensation or costs arising from:
  - Any business, trade, profession or employment.
  - b. The transmission of any communicable disease or virus.
  - c. The ownership, possession or use of **Vehicles**.
  - d. Owning, possessing or using any dangerous dogs as listed under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern

Continued on next page



#### What is covered

- i. The occupation of the **Home** (but not its ownership), or
- ii. The private pursuits of **You** or **Your Family**, or
- iii. The employment by You or Your Family of Domestic Staff.

**We** will pay up to £2,000,000 (which includes costs and expenses agreed by **Us** in writing) for any claim or series of claims arising from any one event, source or original cause.

#### What is not covered

Ireland) Order 1983. This includes cross breeds of those listed with any other breed, and any updates or changes that are made to these laws.

- e. Ownership of any species of animal not domesticated in the UK.
- f. Any action for damages brought in a court outside the United Kingdom, the Isle of Man or the Channel Islands.
- g. Death of or bodily injury or illness to **You** or **Your Family**.
- h. Any liability which is covered under a more specific policy.

#### **Important**

Under this section **We** will provide cover for **Your** liability as the occupier of **Your Home** arising from the private pursuits of **You** or **Your Family**. **We** will not cover **Your** liability arising from **Your** ownership of **Your Home**.

Most commonly, the occupier (tenant or occupying owner) of the property and the land belonging to it will be held responsible for liabilities arising from incidents occurring at the property.

Please note if **You** are the owner of the buildings **You** will also need to arrange property owners liability cover which most insurers automatically include under buildings insurance.

#### 28. Unrecovered damages

**We** will pay the amount of any award of damages made in **Your** or **Your Family's** favour which:

- a. Is in respect of death, bodily injury, illness or damage to property of such nature that **You** or **Your Family** would have been entitled to a claims payment under Liability to the Public had **You** or **Your Family** been responsible for the injury or damage.
- b. Is made by a court within the United Kingdom, Isle of Man or Channel Islands.
- c. Is still outstanding six months after the date on which it is made.
- d. Is not the subject of an appeal.

**We** will pay up to £2,000,000 in respect of any one award.



# cherish Contents Cover continued

What is covered	What is not covered
29. Emergency entry  Loss or damage to the <b>Contents</b> caused when the Fire, Police or Ambulance Service has to force an entry to the <b>Home</b> because of an emergency involving <b>You</b> or <b>Your Family</b> .	
30. Accidental damage	30. Loss or damage:
Accidental loss or damage to <b>Contents</b> whilst in the <b>Home</b> .	<ol> <li>Specifically excluded under causes 1-11 and covers 12-23 and 33 of this section.</li> <li>a. By mechanical or electrical breakdown</li> </ol>
	or failure.
	<ul> <li>Arising from the cost of remaking any film, disc or tape, or the value of any information contained on it.</li> </ul>
	<ul> <li>c. Caused by or in the process of cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing.</li> </ul>
	<ul> <li>d. By chewing, scratching, tearing, fouling or urinating by domestic animals.</li> </ul>
	<ul> <li>e. Caused by rot, fungus, infestation, chewing, scratching, tearing, fouling or urinating by insects or <b>Vermin</b>.</li> </ul>
	<ul> <li>f. By the action of light or any atmospheric or climatic condition.</li> </ul>
	<ul> <li>g. By any gradually operating cause or wear and tear.</li> </ul>
	h. To food, drink or plants.
	<ul> <li>i. Specifically provided for under Contents Cover.</li> </ul>
	<ul><li>j. To computers or computer equipment by:</li></ul>
	<ul><li>i. Erasure or distortion of data.</li><li>ii. Accidental loss, mislaying or</li></ul>
	misfiling of documents or records.
	<ul> <li>k. Arising from depreciation in value or other loss, damage or additional expense following on from the event for which <b>You</b> are claiming.</li> </ul>
	<ol> <li>While the home is <b>Unoccupied</b> or <b>Unfurnished</b>.</li> </ol>



#### What is covered

# 31. House removal by professional removers

Accidental damage or loss of **Contents** caused during a house move by professional removal contractors from **Your Home** to any new private residence.

#### What is not covered

#### 31. Accidental loss or damage:

- a. To **Money**.
- b. To china, glass, porcelain or any other item of earthenware unless packed by professional removal contractors.
- c. To jewellery.
- d. Whilst the **Contents** are in storage.
- e. By mechanical or electrical breakdown or failure.

#### 32. Contents in storage

Loss or damage to **Contents** owned by **You** or **Your Family** whilst in store in any:

- a. Military storage facility
- b. Furniture depository
- c. Storage facility under a contract

by causes 1-10 of this section.

#### 32. Loss or damage:

- To jewellery, watches, articles of gold,
   Money, securities and documents.
- b. By theft unless this has involved forcible entry or exit.
- By smoke damage arising gradually or out of repeated exposure.
- d. By frost.
- e. By mildew or condensation.
- f. To **Contents** in the open.

Where this **Policy** is not in force for the full period of storage, any claim will be adjusted pro-rata to the **Period of Insurance**.

#### 33. Garden cover

#### 1. Contents in the open

**We** will pay up to £5,000 for any one claim for loss or damage by **Contents** causes 1 and 3-11 while in the open within the boundaries of **Your Home**. This includes items such as:

- Garden tools and equipment, furniture and barbecues.
- b. Beehives and bird tables.
- c. Ornaments (including statues, urns and gnomes).
- d. Garden pots and greenhouse accessories.
- e. Paddling pools and sandpits.

#### 2. Garden plants

**We** will pay up to £5,000 for any one claim for loss or damage to plants by **Contents** causes 1, 3, 6 & 7 while in the open within the boundaries of the land belonging to **Your Home**. This includes shrubs, trees, rockeries, bushes and vegetables.

# 33. The amount of the **Excess** shown in the Schedule.

#### 1. Contents in the open

Loss or damage:

- a. To Valuables or Money.
- b. To business equipment.
- c. Caused by **Storm** or **Flood**.
- d. Loss or damage caused by theft or attempted theft from an unattended motor vehicle unless the items are hidden from view in a boot or glove compartment, and all windows are closed and all doors, including the boot, are locked.

#### 2. Garden plants

Loss or damage while the **Home** is **Unoccupied** or **Unfurnished**.



# Section B: Personal Possessions

Your Schedule will show if this section is in force.

## What are Personal Possessions?

All of the following things are included provided that they belong to You or Your Family or that You or They are legally responsible for them and that, apart from Military Kit, they are mainly used for private purposes.

#### Personal Effects

Clothes and items of a personal nature likely to be worn, used or carried. For example, portable radios and TV's, tablets, hand held games consoles, MP3 players, mobile phones, sports equipment and pedal cycles. It does not include Valuables or Money.

#### **Valuables**

Jewellery (including costume jewellery) articles of or containing gold, silver or other precious metals, cameras (which includes camera lenses), binoculars, watches, furs, paintings and other works of art, collections of stamps, coins and medals.

## Money

Coins and bank notes in current use, cheques, postal orders, postage stamps which are not part of a collection, trading stamps, premium bonds, saving stamps or certificates, luncheon vouchers, gift vouchers or gift cards, money orders, travel tickets including season tickets, petrol coupons, phonecards, pre-booked event and entertainment tickets and electronic money cards. This does not include credit card, cheque card or cash dispenser card liability.

### Military Kit

- Permanent Issue Kit: a. Service uniforms, service equipment on continuous personal charge for the sole use of You.
  - b. Mess kit, uniforms, equipment of a military nature purchased and owned by **You**.

Temporary Issue Kit:

Temporary issue service equipment on personal charge to and for the sole use of You.

#### **Business Equipment**

All computers and equipment (excluding data) and other equipment used solely for business, trade, professional or employment purposes which includes stock but excludes **Money** and documents.



## Personal Possessions continued

# What is the most we will pay?

**We** will pay **You** up to the sum insured shown in total for **Personal Possessions** in **Your Policy** for any one claim. The sum insured for this section is included within the sum insured for Contents Cover and is not in addition to it.

The following limits apply		
Any one unspecified article	The unspecified <b>Personal Possessions</b> sum insured or £10,000 (whichever is the lower)	
Money	£500	
Permanent Issue Kit	£10,000	
Temporary Issue Kit	Limit for any one item: £1,500 Limit for any one claim: £4,000	

These are the standard limits. If **You** have increased any of them, the revised limits which apply to **Your Policy** will be shown in **Your** Schedule.



## Personal Possessions continued

#### What is covered

 Loss or damage to Valuables, Money, Personal Effects and Military Kit which belong to You or Your Family, or which You or They are legally responsible for, whilst anywhere in the world.

### What is not covered

- The amount of the Excess shown in Your Policy Schedule.
- 2. Loss or damage:
  - To items not in the care, custody or control of You, Your Family or an authorised person.
  - b. Caused by or in the process of cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing.
  - c. By chewing, scratching, tearing, fouling or urinating by domestic animals.
  - d. Caused by rot, fungus, infestation, chewing, scratching, tearing, fouling or urinating by insects or **Vermin**.
  - e. By any gradually operating cause or wear and tear.
  - f. Caused by theft or attempted theft from an unattended motor **Vehicle** unless the items are hidden from view in a boot or glove compartment, and all windows are closed and all doors, including the boot, are locked.
  - g. Arising from the cost of remaking any film, disc or tape or the value of any information held on it.
  - h. Caused by theft or attempted theft from an unlocked hotel room.
  - i. Arising from depreciation in value or other loss, damage or additional expense following on from the event for which You are claiming, e.g. costs incurred in preparing the claim or loss of earnings following Your bodily injury or illness.
  - By mechanical or electrical breakdown or failure.
  - k. To Vehicles.
  - I. By theft of any unattended pedal cycle unless in a locked building or secured by a suitable locking device to a permanent structure or a motor **Vehicle**.
  - m. To any property mainly used for business, trade, profession or employment purpose other than military use.

Continued on next page



## Personal Possessions continued

What is covered	What is not covered
	<ul> <li>n. To plants or any living creature.</li> <li>o. To documents.</li> <li>p. Where property is obtained by any person using any form of payment which proves to be counterfeit, false, fraudulent, invalid, uncollectable, irrecoverable or irredeemable for any reason.</li> <li>q. To computers or computer equipment by: <ol> <li>i. Erasure or distortion of data.</li> <li>ii. Accidental loss, mislaying or misfiling of documents or records.</li> </ol> </li> <li>r. While the Home is left Unoccupied or Unfurnished.</li> <li>s. To property more specifically insured by any other Policy.</li> <li>t. To lottery tickets and raffle tickets.</li> </ul>
<ol> <li>Credit card liability</li> <li>Your or Your Family's liability under the terms of any credit card, debit card or cash dispenser card agreement as a direct result of its theft and following its unauthorised use by any person not related to or living with You.</li> <li>We will pay up to £1,000 for any one claim.</li> <li>Do not forget to immediately inform the Police and issuing authorities in the event of a loss.</li> </ol>	<ul> <li>2. Any loss or claim:</li> <li>a. Unless You and Your Family have complied with the terms and conditions of the issuing authority.</li> <li>b. Due to accounting errors or omissions.</li> </ul>



## Section C: Family Legal Expenses

The cover under this section is provided by ARAG plc.

ARAG plc is authorised and regulated by the Financial Conduct Authority (FRN452369). Registered Address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. Registered in England and Wales. Company Number 02585818. ARAG plc is authorised to administer this insurance on behalf of the insurer ARAG Legal Expenses Insurance Company Limited.

ARAG Legal Expenses Insurance Company Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority (FRN202106) and the Prudential Regulation Authority. Registered Address: Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW. Registered in England and Wales. Company Number 103274.

### **Definitions**

Additional definitions applicable to this section only.

Where **We** explain what a word or term means, that word or term will have the same meaning wherever it is used in this section of the **Policy**. These words are highlighted by the use of bold print and start with a capital letter. If a word or term is also defined in the general policy Definitions, the definition below replaces the general policy definition for the purposes of this section.

#### **Appointed Advisor**

#### The

- solicitor, accountant, or other advisor (who is not a mediator), appointed by **Us** to act on behalf of the **Insured**;
- mediator appointed by **Us** to provide impartial dispute resolution in relation to a claim accepted by **Us**.

# **Collective Conditional Fee Agreement**

A legally enforceable agreement entered into on a common basis between the **Appointed Advisor** and **Us** to pay their professional fees on the basis of either

- 100% "no-win no-fee" or
- where discounted, that a discounted fee is payable.

# Conditional Fee Agreement

A legally enforceable agreement between the **Insured** and the **Appointed Advisor** for paying their professional fees on the basis of either

- 100% "no-win no-fee" or
- where discounted, that a discounted fee is payable.

#### **Insured**

**You**, **Your** partner and relatives permanently living with **You** in **Your** main home in the UK. (The **Insurer** will cover **Your** children temporarily away from home for the purposes of higher education.)

#### Insurer

ARAG Legal Expenses Insurance Company Limited.



#### **Legal Costs & Expenses**

- Reasonable legal costs and disbursements reasonably and proportionately incurred by the **Appointed Advisor** on the standard basis and agreed in advance by **Us**. The term "standard basis" can be found within the Courts' Civil Procedure Rules Part 44.3.
- In civil claims, other side's costs, fees and disbursements where the **Insured** has been ordered to pay them or pays them with **Our** agreement.
- Reasonable accountancy fees reasonably incurred under Insured event 6. Tax disputes by the **Appointed Advisor** and agreed by **Us** in advance.
- The Insured's basic wages or salary under Insured event 8. Loss of earnings while attending court or tribunal at the request of the Appointed Advisor or whilst on jury service where lost wages or salary cannot be claimed back from the court or tribunal.
- The reasonable cost of phone calls, postage (including special delivery), image scanning, photocopying or credit reports incurred under Insured event 9. Identity theft where the **Insured** has taken advice from **Our** identity theft resolution helpline.

# Reasonable Prospects of Success

- Other than as set out below, a greater than 50% chance of the **Insured** successfully pursuing or defending the claim and, if the **Insured** is seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained. Under Insured event 2. Contract, there must be a greater than 50% chance of successfully defending the claim in its entirety.
- In criminal prosecution claims where the **Insured** 
  - pleads guilty, a greater than 50% chance of reducing any sentence or fine or
  - pleads not guilty, a greater than 50% chance of that plea being accepted by the court.
- In all claims involving an appeal, a greater than 50% chance of the **Insured** being successful.

Where it has been determined that **Reasonable Prospects of Success** do not exist, the **Insured** shall be liable to pay any legal costs incurred should they pursue or defend their claim irrespective of the outcome.

#### **Territorial Limit**

- For Insured events 2. Contract and 4. Personal injury: the United Kingdom, Channel Islands, Isle of Man, countries in the European Union, Norway and Switzerland.
- For all other Insured events: the United Kingdom, Channel Islands and Isle of Man.



**We/Us/Our** ARAG plc who is authorised under a binding authority agreement

to administer this insurance on behalf of the **Insurer**.

You/Your The person(s) named in the Schedule to which this Policy

attaches.

### Helpline and additional services

**We** record and monitor calls for training purposes, to improve the quality of **Our** service, to help **Us** deal with queries or complaints from **You** and to prevent and detect fraud and financial crime.

All helplines are subject to fair and reasonable use. The level of fair usage will depend on individual circumstances. However, if **Our** advisors consider that **Your** helpline usage is becoming excessive, they will tell **You**. If following that warning usage is not reduced to a more reasonable level, **We** can refuse to accept further calls.

#### Legal and tax advice - 0344 571 7978

If **You** have a legal or tax problem, **We** recommend **You** call **Our** confidential legal and tax advice helpline. Legal advice is available 24 hours a day, 365 days of the year, and tax advice is available between 9am and 5pm on weekdays (except bank holidays).

**We** give advice about personal legal matters within UK, Isle of Man, Channel Islands and EU law and personal tax matters within the UK. **Your** query will be dealt with by a qualified specialist who is experienced in handling legal and tax-related matters. Use of this service does not constitute reporting of a claim.

#### Identity theft resolution - 0333 000 2083

This service is available between 9am and 5pm on weekdays (except bank holidays). **We** provide telephone advice to help **You** keep **Your** personal identity secure. Where identity theft is suspected, **Our** specialist caseworkers can help **You** to restore **Your** credit rating and correspond with **Your** card issuer, bank or other parties. Identity theft expenses are insured under Insured event 9. Identity theft when **You** use this helpline.

### Counselling assistance - 0333 000 2082

**Our** qualified counsellors will provide free confidential support and advice by phone to **You** or **Your** family members who are suffering from emotional upset or feeling worried and anxious about a personal or work-related problem. This service is available 24 hours a day, 365 days of the year.

Calls to the Counselling assistance service will not be recorded.

### Consumer legal services

www.araglegal.co.uk



#### Getting started

You will need to enter voucher code AFE48BBE98B5 when You register to use the website. Once You have registered You can access the website at any time to create and securely store **Your** legal documents.

#### More help?

If **You** have problems using the website, please contact **Our** digital technical support team. Contact details can be found on the website. Our digital technical support team cannot give You legal or insurance advice.

### Claims procedure

#### Telling us about your claim

- 1. If an **Insured** needs to make a claim, they must notify **Us** as soon as possible.
- 2. If an **Insured** instructs their own solicitor or accountant without telling **Us**, they will be liable for costs that are not covered by this section of the **Policy**.
- 3. A claim can be made online at www.arag.co.uk/newclaims. Alternatively, an **Insured** can obtain a claim form by downloading one at www.arag.co.uk/newclaims or by calling Us on 0330 303 1955 between 9am and 5pm weekdays (except bank holidays).
- 4. The completed application and supporting documentation can be submitted online or sent to **Us** by email or post. Further details are set out on **Our** website.

### What happens next?

- 1. We will send the **Insured** an acknowledgment by the end of the next working day after receiving their claim.
- 2. Within five working days of receiving all the information needed to assess the availability of cover under this section of the Policy, We will contact the Insured either:
  - a. confirming cover under the terms of this section of the **Policy** and advising the **Insured** of the next steps to progress their claim; or
  - b. if the claim is not covered, We will explain in full the reason(s) why and advise whether **We** can assist in another way.
- 3. When a representative is appointed by **Us**, they will try to resolve the **Insured's** dispute without delay, arranging Alternative Dispute Resolution, such as mediation, whenever appropriate.
- 4. We will check on the progress of the Insured's claim with the Appointed Advisor from time to time. Sometimes matters cannot be resolved quickly, particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.



#### Your cover

Following an Insured event, the **Insurer** will pay **Legal Costs & Expenses** up to £50,000 (including the cost of appeals) for all claims related by time or originating cause, subject to all of the following requirements being met.

- 1. The **Insured** keeps to the terms of the **Policy** and cooperates fully with **Us**.
- 2. The Insured event occurs within the **Territorial Limit**.
- 3. The claim
  - a. always has Reasonable Prospects of Success and
  - b. is reported to **Us** 
    - i. during the **Period of Insurance** and
    - ii. as soon as the Insured first becomes aware of circumstances which could give rise to a claim.
- 5. Unless there is a conflict of interest, the **Insured** always agrees to use the **Appointed** Advisor chosen by Us before proceedings have been or need to be issued.
- 6. Any dispute will be dealt with through mediation or by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory body agreed with **Us** within the Territorial Limit.

We consider that a claim has been reported to Us when We have received the Insured's fully completed claim application.

Where the **Insured** is seeking financial remedy and the cost of pursuing the **Insured's** claim is likely to be more than any award of damages, the Insurer will not pay more than the value of the likely award.

### Insured events

#### What is covered

#### 1. Employment

A dispute with the **Insured's** current, former or a prospective employer relating to their contract of employment or related legal rights. You can claim under this section of the **Policy** as soon as internal procedures as set out in the

- a. ACAS Code of Practice for Disciplinary and Grievance Procedures, or
- Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland

have been or ought to have been concluded.

The **Insured** is required to cooperate fully with ACAS regarding mediation and not do anything that hinders a successful outcome.

#### What is not covered

Any claim arising from or relating to:

- 1. a dispute arising solely from personal injury
- 2. defending the **Insured** other than defending an appeal
- costs the **Insured** incurs to prepare for an internal disciplinary hearing, grievance or appeal
- 4. an **Insured's** employer's or exemployer's pension scheme
- a compromise or settlement agreement between the **Insured** and their employer unless such agreement arises from an ongoing claim under this section of the **Policy**.

#### 2. Contract

A dispute arising out of an agreement or alleged agreement which has been entered into by the **Insured** for

- a. buying or hiring consumer goods or services
- b. privately selling goods
- c. buying or selling **Your** main home
- d. renting **Your** main home as a tenant
- e. the occupation of **Your** main home under a lease.

Any claim arising from or relating to:

- 1. a dispute with a tenant or leasee where the **Insured** is the landlord or lessor
- 2. loans, mortgages, pensions, or any other banking, life or long-term insurance products, savings or investments
- 3. the **Insured's** business activities, trade, venture for gain, profession or employment
- 4. a contract involving a motor vehicle
- 5. a settlement due under an insurance policy
- construction work, or the design, conversion or extension of any building where the dispute arises from;
  - an agreement that
  - a. exceeds; or
  - b. is ancillary to another contract that exceeds;

£10,000 in value including VAT



What is covered	What is not covered
	7. a dispute with any party other than the party with whom the <b>Insured</b> has entered into an agreement or alleged agreement with.
<ul> <li>3. Property A dispute relating to visible property which the Insured owns following a. an event which causes physical damage to the Insured's property including Your main home b. a public or private nuisance or trespass provided that where any boundary is in dispute, You have proof of where the boundary lies.</li> </ul>	<ol> <li>The first £250 of any claim under Insured event 3. b. This is payable by the Insured as soon as We accept the claim.</li> <li>Any claim arising from or relating to:         <ol> <li>a contract entered into by an Insured</li> <li>any building or land other than Your main home</li> <li>a motor vehicle</li> <li>the compulsory purchase of, or demolition, restrictions, controls or permissions placed on Your property by any government, local or public authority</li> <li>defending any dispute under Insured event 3. a. other than defending a counter claim or an appeal</li> <li>a dispute with any party other than the person(s) who caused the damage, nuisance or trespass.</li> </ol> </li> </ol>
4. Personal injury  A sudden event directly causing the <b>Insured</b> physical bodily injury or death.	<ol> <li>Any claim arising from or relating to:</li> <li>a condition, illness or disease which develops gradually over time</li> <li>mental injury, nervous shock, depression or psychological symptoms where the <b>Insured</b> has not sustained physical injury to their body</li> <li>defending any claim other than an appeal.</li> </ol>
5. Clinical negligence A dispute arising from alleged clinical negligence or malpractice.	<ol> <li>Any claim arising from or relating to a contract dispute.</li> <li>Defending any claim other than an appeal</li> </ol>



#### What is covered

#### 6. Tax disputes

A formal enquiry into the **Insured's** personal tax affairs provided that all returns are complete and have been submitted within the legal timescales permitted.

#### What is not covered

Any claim arising from or relating to:

- tax returns which are submitted late or for any other reason, result in HMRC imposing a penalty or which contain careless and/or deliberate misstatements or omissions
- 2. a business or venture for gain of the **Insured**
- circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the **Insured's** financial arrangements
- 4. any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland
- 5. an investigation by the Fraud Investigation Service of HMRC.

### 7. Legal defence

a. Work

An alleged act or omission of the **Insured** that arises from their work as an employee and results in:

- the **Insured** being interviewed by the police or others with the power to prosecute
- ii. a prosecution being brought against the **Insured** in a court of criminal jurisdiction
- iii. civil proceedings being brought against the **Insured** under unfair discrimination laws.
- b. Motor

A motoring prosecution being brought against the **Insured**.

c. Regulatory investigations

A formal investigation or disciplinary hearing being brought against the **Insured** by a professional or regulatory body.

Any claim arising from or relating to:

- owning a vehicle or driving without motor insurance or driving without a valid driving licence
- 2. a parking offence.



#### What is covered What is not covered 1. Loss of earnings in excess of £1,000. 8. Loss of earnings 2. Any sum which can be recovered from The **Insured's** absence from work to the court or tribunal. attend court, tribunal, arbitration or regulatory proceedings at the request of the **Appointed Advisor** or whilst on jury service which results in loss of earnings. 9. Identity theft The **Insurer** will not pay for any money claimed, goods, loans, or other property A dispute arising from the use of or financial loss or other benefit obtained the **Insured's** personal information as a result of the identity theft. without their permission in order to commit fraud or other crimes provided the **Insured** contacts **Our** Identity theft resolution helpline as soon as they suspect that their identity may have been stolen.



### What is not covered by this section (applicable to Family Legal Expenses only)

These exclusions apply in addition to the General Exclusions. The **Insured** is not covered for any claim arising from or relating to:

- 1. Legal Costs & Expenses incurred without Our consent
- 2. any actual or alleged act or omission or dispute happening before, or existing at the start of the **Policy** and which the **Insured** believed or ought reasonably to have believed could lead to a claim under this section
- an amount below £100
- 4. an allegation against the **Insured** involving:
  - a. assault, violence, malicious falsehood or defamation
  - b. indecent or obscene materials
  - c. the use of alcohol or its unauthorised or unregulated manufacture, unlicensed dealing in alcohol or dealing in or using illegal drugs
  - d. illegal immigration
  - e. money laundering or bribery offences, breaches of international sanctions, fraud, or any other financial crime activities
- 5. a dispute between **Your** family members
- 6. an Insured's deliberate or reckless act
- 7. a judicial review
- 8. a dispute arising from or relating to clinical negligence except as provided for in **Insured** event 5. Clinical Negligence
- 9. a dispute with **Us** not dealt with under Condition 6., or the **Insurer** or the company that sold this Policy
- 10. a. pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed
  - b. a dispute where 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
- 11. a group litigation order
- 12. the payment of fines, penalties or compensation awarded against the **Insured**.



### General conditions (applicable to Family Legal Expenses only)

Where the **Insurer's** risk is affected by the **Insured's** failure to keep to these conditions the **Insurer** can refuse a claim or withdraw from an ongoing claim. The **Insurer** also reserves the right to recover **Legal Costs & Expenses** from the **Insured** if this happens.

#### 1. The insured's responsibilities

#### An **Insured** must:

- tell **Us** immediately of anything that may make it more costly or difficult for the **Appointed Advisor** to resolve the claim in the **Insured's** favour
- cooperate fully with Us, give the Appointed Advisor any instructions We require, and keep them updated with progress of the claim and not hinder them
- take reasonable steps to claim back Legal Costs & Expenses and, where recovered, pay them to the Insurer
- allow the **Insurer** at any time to take over and conduct in the **Insured's** name, any claim.

#### 2. Freedom to choose an appointed advisor

- In certain circumstances as set out below the Insured may choose an Appointed Advisor. In all other cases no such right exists and We shall choose the Appointed Advisor.
- If:
  - a suitably qualified advisor considers that it has become necessary to issue proceedings or proceedings are issued against an **Insured**, or
  - there is a conflict of interest

the **Insured** may choose a qualified **Appointed Advisor**.

- Where the **Insured** wishes to exercise the right to choose, the **Insured** must write to **Us** with their preferred representative's contact details and cost.
- Where the **Insured** chooses to use their preferred representative, the **Insurer** will
  not pay more than **We** agree to pay a solicitor from **Our** panel and will pay only the
  costs that the **Insurer** would have been liable to pay. (**Our** panel solicitor firms are
  chosen with care, and **We** agree special terms with them which may be less than
  the rates available from other firms.)
- If the Insured dismisses the Appointed Advisor without good reason, or withdraws
  from the claim without Our written agreement, or if the Appointed Advisor refuses
  with good reason to continue acting for an Insured, the Insurer's liability in respect
  of that claim will end immediately.
- In respect of pursuing a claim, the Insured must enter into a Conditional Fee
  Agreement (unless the Appointed Advisor has entered into a Collective
  Conditional Fee Agreement), where legally permitted.



#### 3. Consent

- The Insured must agree to Us having sight of the Appointed Advisor's file relating
  to the Insured's claim. The Insured is considered to have provided consent to Us or
  Our appointed agent to have sight of their file for auditing and quality control purposes.
- An **Insured** must have **Your** agreement to claim under this section of the **Policy**.

#### 4. Settlement

- The **Insurer** can settle the claim by paying the reasonable value of the **Insured's** claim.
- The **Insured** must not negotiate or settle the claim without **Our** written agreement.
- If the **Insured** refuses to settle the claim following advice to do so from the **Appointed Advisor**, the **Insurer** reserves the right to refuse to pay further costs.
- The **Insured** must settle costs arising from Insured event 9. Identity Theft in the first instance and make a receipted claim to **Us** for reimbursement.

#### 5. Barrister's opinion

**We** may require the **Insured** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports the **Insured**, then the **Insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **Us**, then the **Insurer** will pay for a final opinion which shall be binding on the **Insured** and **Us**. This does not affect the **Insured's** right under Condition 6. below.

#### 6. Disputes

If any dispute between the **Insured** and **Us** arises from this section of the **Policy**, the **Insured** can make a complaint to **Us** as described under the How to Complain section below and **We** will try to resolve the matter. If **We** are unable to satisfy the **Insured**'s concerns the **Insured** can ask the Financial Ombudsman Service to arbitrate over the complaint.

#### 7. Other insurance

The **Insurer** will not pay more than their fair share (rateable proportion) for any claim covered by another policy, or any claim that would have been covered by any other policy if this section of the **Policy** did not exist.

#### 8. Fraudulent claims and claims tainted by dishonesty

- If an **Insured** makes any claim which is fraudulent of false, this section of the **Policy** may become invalid and all benefit under it may be lost.
- An Insured shall at all times be entirely truthful, accurate and open in any evidence, disclosure or statement they give and shall act with complete honesty and integrity throughout. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that the Insured has breached this condition and that the breach has:



- affected Our assessment of Reasonable Prospects Of Success, and/or
- prejudiced any part the outcome of the Insured's claim

the **Insurer** shall have no liability for **Legal Costs & Expenses** incurred from the date of the **Insured's** breach.

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

A person who is not insured by this contract has no right to enforce the terms and conditions of this section of the **Policy** under the Contracts (Rights of Third Parties) Act 1999.

# 10. Acts of parliament, statutory instruments, civil procedure rules & jurisdiction

All legal instruments, bodies and rules referred to within this section of the **Policy** shall include the equivalent in Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement. This section of the **Policy** will be governed by English law.

### How to complain

If a complaint arises, this should be addressed to **Our** Customer Relations Department who will arrange to have it reviewed at the appropriate level. **Our** Customer Relations Department can be reached in the following ways:

Address: ARAG plc, Unit 4a, Greenway Court, Bedwas, Caerphilly CF83 8DW.

Telephone: 0117 917 1561 (9am-5pm, Mondays to Fridays excluding bank holidays.

For **Our** mutual protection and training purposes, calls may be recorded).

Email: customerrelations@arag.co.uk

If **We** are not able to resolve the complaint to **Your** satisfaction, then **You** can refer it to the Financial Ombudsman Service (FOS) provided that it falls within their jurisdiction. They can be contacted at:

Address: Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

Telephone: 0800 023 4567 or 0300 1239 123

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

The FOS is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** can find more information on the Financial Ombudsman Service at www.financial-ombudsman.org.uk. The FOS's decision is binding upon the **Insurer**, but **You** are free to reject it without affecting **Your** legal rights.



## ARAG plc privacy statement

This is a summary of how We, on behalf of the Insurer, collect, use, share and store personal information. To view Our full privacy statement, please see Our website https://www.arag.co.uk/data-legal/privacy-notice/

#### Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. We will hold and process this information in accordance with all relevant data protection regulations and legislation. Should **We** ask for personal or sensitive information, **We** undertake that it shall only be used in accordance with **Our** privacy statement.

We may also collect information for other parties such as suppliers We appoint to process the handling of a claim.

#### Using personal or sensitive information

The reason **We** collect personal or sensitive information is to fulfil **Our** contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, We may need to share personal or sensitive information with other organisations.

We will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to **Our** full privacy statement for full details.

### Keeping personal information

**We** shall not keep personal information for any longer than necessary.

### Your rights

Any person insured under these sections of the **Policy** has a number of rights in relation to how **We** hold personal data including; the right to a copy of the personal data **We** hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

For a full list of privacy rights and when **We** will not be able to delete personal data, please refer to **Our** full privacy statement.



# Making a complaint

Forces Plan and **Your** insurer(s) aim to provide the highest standard of service to every customer.

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

If your complaint relates to:	Please contact:
How Your Policy was sold or administered for You and Your Policy or a claim on Your Policy in respect of:  Contents Cover Personal Possessions	Complaints Resolution Manager 52-56 Leadenhall Street London EC3A 2EB Tel 0800 208 8477 Email MGAcomplaints@bbrown.com
Your Policy or a claim on Your Policy in respect of:  Family Legal Expenses	ARAG plc Unit 4a, Greenway Court Bedwas Caerphilly CF83 8DW Tel 0117 917 1561 Email customerrelations@arag.co.uk

### When You make contact, please provide the following information:

- Your name, address and postcode, telephone number and email address.
- The type of **Policy** and **Your Policy** and/or claim number.
- The reason for **Your** complaint.

Any written correspondence should be headed 'COMPLAINT' and You may include copies of supporting material.



### Making a complaint continued

### Financial Ombudsman Service

Should **You** remain dissatisfied following a written response to **Your** complaint **You** may be eligible to refer **Your** case to the Financial Ombudsman Service (FOS).

The Financial Ombudsman Service is an independent service in the UK for settling disputes between consumers and businesses providing financial services. **You** may be eligible to make a complaint to the FOS if **You** are:

- A private individual
- A micro-enterprise employing fewer than 10 persons and with turnover or annual balance sheet that does not exceed €2 million
- A small business with a turnover of less than £6.5 million and less than 50 staff or has a balance sheet total or less than £5 million (small business)
- A charity which has an annual income of less than £6.5 million
- A trustee of a trust which has a net asset value of less than £5 million
- An individual who has given a guarantee or security in respect of an obligation or liability of a small business.

The FOS's contact details are as follows:

Financial Ombudsman Service Exchange Tower Harbour Exchange Square London E14 9SR

Email: complaint.info@financialombudsman.org.uk

Fax: 44 207 964 1001

Text Number: 07860 027 586 (call back service)

From within the United Kingdom:

Tel: 0800 023 4567 (calls to this number are now free on mobile phones and landlines)

From outside the United Kingdom: Tel: 44 (0)207 964 0500

Website: www.financial-ombudsman.org.uk

Please remember that **You** may have to refer **Your** complaint to the FOS within specific timelines. **We** will communicate the applicable timeline in **Our** response to **Your** complaint.

The complaints handling arrangements above are without prejudice to **Your** right to commence a legal action or an alternative dispute resolution proceeding in accordance with **Your** contractual rights.



### **Customer Service Information**

### Our promise to you

#### We will

- Acknowledge written complaints promptly
- Investigate quickly and thoroughly
- Keep You informed of progress
- Do everything possible to resolve Your complaint
- Learn from Our mistakes
- Use the information from complaints to continuously improve Our service.

### Financial Services Compensation Scheme (FSCS)

All insurers providing cover under this **Policy** and Forces Plan are covered by the Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme in the unlikely event that **We** cannot meet **Our** obligations to **You**. This depends on the type of insurance and the circumstances of the claim. Further information about the compensation scheme arrangements is available at www.fscs.org.uk or by telephoning 020 7741 4100.

#### **Data Protection Notice**

Forces Plan and the insurer(s) are committed to protecting Your personal data.

Forces Plan and the insurer(s) will use personal data about **You** fairly and lawfully, primarily in connection with the provision of insurance. Full details can be found in the Privacy Notice at https://www.forcesplan.co.uk/privacy-policy/ which specifies:

- the information that Forces Plan Insurance Services and the insurer(s) may collect on You and from whom;
- how and why this information will be used;
- how Forces Plan and the insurer(s) may share and disclose the information; and
- the retention of Your personal data.

In some instances, Forces Plan and the insurer(s) may need to seek **Your** consent before processing such data. Forces Plan and the insurer(s) will always make it clear to **You** when and why **Your** consent is being sought. A hard copy of the Privacy Notice is available on request.

**You** have a number of rights (including the right of access to see personal information about **You** that is held in Forces Plan and the insurer(s) records) and these are detailed in the Privacy Notice. If **You** have any questions or concerns relating to the Privacy Notice or Forces Plan's data protection practices, or to make a subject access request, please contact:

Brown & Brown (Europe) Limited, Data Protection Officer, 7th Floor, 55 Mark Lane, London, EC3R 7NE.



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