












## Contents

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## About Your Policy

### Understanding and using your policy

This policy has been issued by Accelerate Underwriting Limited on behalf of Royal & Sun Alliance Insurance plc in the United Kingdom.

This section 'About your policy' does not form part of the legal contract between you and us. It includes information which will help you to understand and use your policy.

Insurance policies can be difficult to understand so **we** have tried to make this policy easy to read. Some words have a special meaning in your policy and these are listed and explained on page 8 and 9 'Words with special meanings'. From now on whenever a word with a special meaning is used it will be printed in **bold** type.

**Your** policy is in two parts – the policy wording and the schedule.

The policy wording explains what is and what is not covered, how **we** settle claims and other important information.

The schedule shows which sections of the policy wording apply, the limits to the cover and the premium. Please keep **your** schedule with the policy wording.

**We** will send **you** a new schedule whenever **you** or **we** make a change to the insurance.

Once **you** have received **your** policy **you** will have 14 days to make sure the cover is exactly what **you** need. If it isn't, **you** can send back **your** documents and ask **us** to make any necessary changes. Alternatively, **you** can request cancellation of the policy and **you** will receive a full refund of premium, as long as no claim has been made and **your** contract to purchase the **property** insured has not completed.

If **you** have any questions please contact **us**

## What to do if you have a complaint

### Our commitment to customer service

**We** are committed to going the extra mile for **Our** customers. If **You** believe that **We** have not delivered the service **You** expected, **We** want to hear from **You** so that **We** can try to put things right. **We** take all complaints seriously and following the steps below will help **Us** understand **Your** concerns and give **You** a fair response.

### HOW TO COMPLAIN

Please quote **Your** policy number and claim reference (if applicable) in all correspondence so that **Your** concerns may be dealt with speedily.

If **You** are unhappy with any element of the cover we provide or any aspect of our service or have a cause for complaint, please, in the first instance, contact Bickers Insurance Services Limited

If **You** are still unhappy after the Bickers Insurance Services review, then contact:

Subject	Contact
The Contract Legal Solutions section including claims	<p>Please contact the ARAG Customer Relations Department:</p> <ul style="list-style-type: none"><li>Post - ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN</li><li>Phone - 0117 917 1561 (hours of operation are 9am-5pm, Mondays to Fridays excluding bank holidays. For <b>OUR</b> mutual protection and training purposes, calls may be recorded)</li><li>Email - <a href="mailto:customerrelations@arag.co.uk">customerrelations@arag.co.uk</a></li></ul> <p>Details of the ARAG internal complaint-handling procedures are available on request.</p>
Claim	<p>Please contact RSA:</p> <p>Post: RSA Customer Relations Team PO Box 255 Wyndham NR14 8DP</p> <p>Email: <a href="mailto:crt.halifax@uk.rsagroup.com">crt.halifax@uk.rsagroup.com</a></p>
All other matters	<p>Please contact the Managing Director at Accelerate Underwriting Ltd:</p> <ul style="list-style-type: none"><li>Post - 3rd Floor, 153 Fenchurch Street, London, EC3M 6BB</li><li>Email - <a href="mailto:complaints@accelerate-underwriting.com">complaints@accelerate-underwriting.com</a></li></ul> <p>A full copy of Accelerate's complaints procedure will be issued to <b>You</b> when Accelerate provide a written acknowledgment of <b>Your</b> complaint.</p>

Alternatively, **You** can ask Bickers Insurance Services to refer the matter on for **You**.

## COMPLAINTS PROCESS

We will:

- Acknowledge all complaints promptly
- Investigate quickly and thoroughly
- Keep **You** informed of progress
- Do everything possible to resolve **Your** complaint
- Use the information from **Your** complaint to proactively improve our service in the future.

Once **Your** complaint is reviewed, a final decision will be issued in writing within 8 weeks of the date **Your** complaint is received.

### IF YOU ARE STILL NOT HAPPY

If **You** are still unhappy after our review, or **You** have not received a written offer of resolution within 8 weeks of the date we received **Your** complaint, **You** may be eligible to refer **Your** case to the Financial Ombudsman Service (FOS). The FOS is an independent body that arbitrates on complaints. They can be contacted at:

- Post: Financial Ombudsman Service, South Quay Plaza. 183 Marsh Wall, London E14 9SR
- Telephone: 0800 0234567 (for landline users) or 0300 1239123 (for mobile users)
- Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

**You** have six months from the date of **Our** final response to refer **Your** complaints to the FOS. This does not affect **Your** right to take legal action, however, the FOS will not adjudicate on any case where litigation has commenced.

### THANK YOU FOR YOUR FEEDBACK

We value **Your** feedback and at the heart of **Our** brand we remain dedicated to treating our customers as individuals and giving them the best possible service at all times. If we have fallen short of this promise, we apologise and aim to do everything possible to put things right.

### THE FINANCIAL SERVICES COMPENSATION SCHEME (FSCS)

**We** are covered by the FSCS. If **We** are unable to meet **Our** financial obligations **You** may be entitled to **Compensation** from the scheme, depending on the type of insurance and the circumstances of the **Claim**.

For this type of insurance 90% of **Your Claim** is covered, without any upper limit. Further information about **Compensation** scheme arrangements is available at [www.fscs.org.uk](http://www.fscs.org.uk), and on 020 7741 4100, or 0800 678 1100.

## How to make a claim

If **you** need to make a claim, what **you** need most of all is speedy, professional, practical help. That is exactly what **we** provide.

When an accident happens, **you** should instruct the **seller/occupier** of the **property** insured to take any immediate action necessary to protect the **property** from further damage, such as switching off the gas, electricity or water.

Call **our** claims helpline on the number shown on **your** schedule. Please have **your** policy number handy when **you** call. **we** will ask **you** to complete a claim form and provide **us** with further information and/or **we** may wish to arrange a visit and inspection.

To help **us** deal with **your** claim quickly, please read this policy booklet carefully, particularly the Claims conditions and Policy exclusions on pages 9 to 13 and 19 to 22.

### Guidance when making a Building claim

#### Claim Notification

Conditions that apply to the policy and in the event of a claim are set out in **your** policy booklet. It is important that **you** comply with all policy conditions and **you** should familiarise **yourself** with any requirements.

Directions for claim notification are included under claims conditions. Please be aware that events that may give rise to a claim under the insurance must be notified as soon as reasonably possible although there are some situations where immediate notice is required. Further guidance is contained in the policy booklet.

Claims conditions require **you** to provide **us** with any reasonable assistance and evidence that **we** require concerning the cause and value of any claim. Ideally, as part of the initial notification, **you** will provide:

- **Your** name, address, and **your home** and mobile telephone numbers
- Contact details for the **seller** or **occupier** of the **property** or their agent so that **we** may arrange to inspect the **property** if **we** require
- Personal details necessary to confirm **your** identity
- Policy number
- The date of the incident
- The cause of the loss or damage
- Details of the loss or damage together with claim value if known
- Police details where applicable
- Names and addresses of any other parties involved or responsible for the incident (including details of injuries) and addresses of any witnesses

This information will enable **us** to make an initial evaluation on policy liability and claim value. **we** may, however, request additional information depending upon circumstances and value, which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs, pre-purchase surveys, or plans or deeds of the **property**
- Purchase dates and location of lost or damaged **property**
- For damaged **property**, confirmation from a suitably qualified expert that the item **you** are claiming for is beyond repair

Where **we** have asked **you** for specific information relevant to **your** claim **we** will pay for any reasonable expenses **you** incur in providing **us** with the above information.

Sometimes we, or someone acting on **our** behalf, may wish to meet with **you** to discuss the circumstances of the claim, to inspect the damage, or to undertake further investigations.

#### **Preferred Suppliers**

We take pride in the claims service **we** offer to **our** customers. **our** philosophy is to repair or replace lost or damaged **property**, where **we** consider it appropriate, and **we** have developed a network of contractors, repairers and product suppliers dedicated to providing claim solutions.

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

For claims involving the Contract Legal Solutions section, please refer to page 22

## The Insurance Contract

This policy is a legal contract between **you** and us. The policy wording and schedule make one document and must be read together. Please keep them together.

The contract is based on the information **you** gave **us** when **you** applied for the insurance.

**Our** part of the contract is that **we** will provide the cover set out in this policy wording:

- for those sections which are shown on **your** policy schedule;
- for the **insurance period** set out on the same schedule.

**Your** part of the contract is:

- **you** must pay the premium as shown on **your** schedule for each **insurance period**;
- **you** must comply with all the conditions set out in this policy.

There are conditions of the insurance that **you** or **your family** will need to meet as **your** part of this contract on pages 9-10. The conditions set out the changes in circumstances that could affect **your** cover and when **we** would cancel **your** policy. Please take the opportunity to read the Policy Conditions.

If **you** do not meet **your** part of the contract, **we** may turn down a claim, increase the premium or **you** may find that **you** do not have any cover.

Under the laws of the United Kingdom (England, Scotland, Wales and Northern Ireland) both **you** and **we** may choose the law which applies to this contract, to the extent permitted by those laws. Unless **you** and **we** agree otherwise, **we** have agreed with **you** that the law which applies to this contract is the law which applies to the part of the United Kingdom in which **you** live, or, if **you** live in the Channel Islands or the Isle of Man, the law of whichever of those two places in which **you** live.

We and **you** have agreed that any legal proceedings between **you** and **us** in connection with this contract will only take place in the courts of the part of the United Kingdom in which **you** live, or, if **you** live in either the Channel Islands or the Isle of Man, the courts of whichever of those two places in which **you** live.

## Words with Special Meanings

This part of the policy sets out the words which have a special meaning. Each word is listed with the meaning explained below it and is printed in bold type whenever it appears in the policy.

<b>Word</b>	<b>Meaning</b>
<b>Buildings</b>	The insured <b>property</b> at the address shown on the schedule, fixtures and fittings, patios, paved terraces, footpaths, tennis courts, swimming pools, garden ponds, statues and fountains permanently fixed into the ground, drives, walls, fences, hedges and gates. <b>Buildings</b> does not include aerials and satellite receiving equipment, solar panels or any part of a solar panel installation.
<b>Completion date</b>	The point at which <b>your</b> contract to purchase the insured address shown on <b>your</b> insurance schedule is fulfilled and the title and possession of the <b>property</b> is transferred to <b>you</b> .
<b>Excess</b>	The first part of any claim which <b>you</b> must pay
<b>Heave</b>	The Upward and/or lateral movement on the site on which the <b>buildings</b> stand caused by swelling of the ground.
<b>Home / property</b>	The house or flat at the address shown on <b>your</b> schedule, its garages, greenhouses and outbuildings, all used for domestic purposes only.
<b>Insurance period</b>	The period shown on <b>your</b> schedule and any further period for which <b>you</b> have paid or have agreed to pay and <b>we</b> have accepted or have agreed to accept <b>your</b> premium.
<b>Landslip</b>	Downward movement of sloping ground
<b>Seller/occupier</b>	The person or persons selling the <b>property</b> for which contracts have been signed and exchanged with <b>you</b> as the buyer
<b>Subsidence</b>	Downward movement of the site on which the <b>buildings</b> stand by a cause other than the weight of the <b>buildings</b> themselves
<b>Unoccupied</b>	When the <b>home</b> is not lived in by the <b>occupier</b> . Lived in means slept in regularly.
<b>We/our/us</b>	Royal & Sun Alliance plc
<b>You/your/policyholder</b>	The person named as <b>policyholder</b> and any joint <b>policyholders</b> as shown on <b>your</b> schedule.



## Conditions and Exclusions

### Policy Conditions

These are the conditions of the insurance **you** will need to meet as **your** part of this contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might be invalid.

### Changes in your circumstances

Using the address on the front of **your** schedule, **you** must tell **us** within 30 days as soon as **you** know about any of the following changes:

- someone other than **the seller** is going to live in **your home**;
- **your home** is going to be **unoccupied**;
- The **home** is going to be used for short periods each week or as a holiday **home**;
- work is to be done on the **home** which is not routine repair, maintenance or decoration for example, any structural alteration or extension to the **home**;
- **you** have received a conviction for any offence except for driving;
- any part of the **home** is going to be used for any trade, professional or business purposes;

**We** may reassess **your** cover, terms and premiums when **we** are told about changes in **your** circumstances. If **you** do not tell **us** about changes or give **us** incorrect information, the wrong terms may be quoted, a claim might be rejected or a payment could be reduced. In certain circumstances **your** policy might be invalid, and **you** may not be entitled to a refund of premium.

### Fraud

If dishonesty or exaggeration is used by **you** or anyone acting on **your** behalf to obtain:

- a claims payment under **your** policy; or
- cover for which **you** do not qualify; or
- cover at a reduced premium;

all benefits under this policy will be lost, the policy may be invalid, **you** may not be entitled to a refund of premium and legal action may be taken against **you**.

### Transferring your interest in the policy

**You** cannot transfer **your** interest in this policy to anyone else without **our** written permission.

## Cancelling the Policy

### Your right to cancel the policy within the statutory period

If having examined **your** policy documentation **you** decide not to proceed with the insurance, **you** will have 14 days to cancel it starting on the day **you** receive the policy documentation.

**We** will refund any premiums already paid, except when **you** have already made a claim under your policy. **We** will refund any premiums already paid, except when you have already made a claim under your policy or when your contract to purchase the property has already completed.

### Cancellation by you after the first 14 days

You may cancel the contract by giving us 14 days notice in writing.

If you wish to cancel your policy please write to us at the address or call the number shown on your schedule.

If you cancel the policy you may be entitled to a refund of premium provided that no claim has been made during the current insurance

### Where we cancel your policy

Please also refer to the Fraud condition on page 9 of this policy and to the Changes in **your** circumstances condition on page 9 of this policy.

We may also cancel the policy where **we** have identified serious grounds, such as;

- failure to provide **us** with information **we** have requested that is directly relevant to the cover provided under this policy or any claim;
- the use or threat of violence or aggressive behaviour against **our** staff, contractors or **property**;
- the use of foul or abusive language;
- nuisance or disruptive behaviour

**We** will contact **you** at **your** last known address and, where possible, seek an opportunity to resolve the matter with **you**. Where a solution cannot be agreed between **us**, **we** may cancel the policy by giving **you** 14 days notice.

This will not affect **your** right to make a claim for any event that happened before the cancellation date. If **we** cancel the policy **we** will refund premiums already paid for the remainder of the current **insurance period**, provided no claim has been made during the current **insurance period**.

### Financial sanctions

**We** shall not provide any cover or be liable to provide any indemnity, payment or other benefit under this **policy** to the extent that the provision of such cover, indemnity, payment or other benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom, United States or other country of policy issue.

If any such resolution, sanction, law or regulation takes effect during the **period of insurance** **we** may cancel this **policy** immediately by giving **you** written notice at **your** last known address.

### Other conditions

There are other conditions which relate to any claim **you** may make and these are shown on page 11 headed 'Claims conditions'. **You** should also refer to any conditions shown under individual sections of **your** policy.

### Claims conditions

These are the claims conditions **you** and **your** family will need to keep to as **your** part of this contract. If **you** do not, a claim may be rejected or payment could be reduced. In some circumstances **your** policy might be invalid.

If anything happens which might lead to a claim, what **you** must do depends on what has happened. The sooner **you** tell **us** the better. In some cases, there are other people **you** must contact first. When an incident occurs which may result in a claim, **you** must also read the information on 'How to make a claim' on page 5.

**You** should also check the information on 'How **we** settle claims' under the section of **your** policy which covers the loss or damage, e.g. **buildings**.

### What you must do

If there is an incident of theft, riot, a malicious act or vandalism at the **home**, tell the police immediately upon discovery and ask for a crime reference number and tell **us** as soon as **you** can, or in case of riot tell **us** immediately.

For all other claims, tell **us** as soon as **you** can.

**You** should do all **we** reasonably ask **you** to do to get back any lost or stolen **property**.

Do not throw away any damaged items before **we** have had a chance to see them, or carry out any non-emergency repairs before **we** have had a chance to inspect them.

To help **us** deal with **your** claim quickly, **we** may require additional information, which may include the following:

- Original purchase receipts, invoices, instruction booklets or photographs, pre-purchase surveys, or plans or deeds of the **property**;
- Purchase dates and location of damaged **property**;
- For damaged **property**, confirmation from a suitably qualified expert that the item **you** are claiming for is beyond repair.

Where **we** have asked **you** for specific information relevant to **your** claim **we** will pay for any reasonable expenses **you** incur in providing **us** with the above information.

### Rights and responsibilities

We may need to get into a building that has been damaged to salvage anything **we** can and to make sure no more damage happens. **You** must help **us** to do this but **you** must not abandon the **property** to us.

**You** must not settle, reject, negotiate or offer to pay any claim **you** have made or intend to make under this policy without **our** written permission. **we** have the right, if **we** choose, in **your** name but at **our** expense to:

- take over the defence or settlement of any claim;
- start legal action to get compensation from anyone else;
- start legal action to get back from anyone else any payments that have already been made.

**You** must provide **us** with any information and assistance **we** may require about any claim. **You** must help **us** to take legal action against anyone or help **us** defend any legal action if **we** ask **you** to.

When **you** call **us** **we** will advise **you** of **our** requirements, which will be either:

- ask **you** to get estimates for building repairs or replacement items; or
- arrange for the damage to be inspected by one of **our** Claims Advisors or an independent loss adjuster or other expert – their aim is to help **us** agree a fair settlement with **you**; or

- arrange for the repair or a replacement as quickly as possible.’

Where **we** have asked **you** for specific information relevant to **your** claim **we** will pay for any reasonable expenses **you** incur in providing **us** with the above information.

#### **Other insurance**

If **you** claim under this policy for something which is also covered by another insurance policy, **you** must provide **us** with full details of the other insurance policy. **we** will only pay **our** share of any claim.

#### **Policy exclusions**

These exclusions apply to all the sections of **your** policy

This insurance does not cover:

#### **Radioactive contamination**

Any expense, legal liability or any loss or damage to **property** directly or indirectly caused by or contributed to by:

- ionising radiation or radioactive contamination from any nuclear fuel or waste which results from the burning of nuclear fuel; or
- the radioactive, toxic, explosive or other dangerous properties of nuclear machinery or any part of it.

#### **War risks**

Any loss, damage, liability, cost or expense of any kind caused directly or indirectly by war, invasion or revolution.

#### **Sonic bangs**

Any loss, damage, liability, cost or expense of any kind caused directly or indirectly by pressure waves from aircraft.

#### **Pollution or contamination**

Any claim or expense of any kind directly or indirectly caused by or arising out of pollution or contamination unless caused by:

- a sudden unexpected incident, or
- oil or water escaping from a fixed oil or fixed water installation,

and which was not the result of an intentional act, and, which occurs during any **insurance period**.

All pollution or contamination which arises out of one incident shall be deemed to have occurred at the time such incident takes place.

#### **Rot**

Any loss, damage, liability, cost or expense of any kind caused by rot whether or not this is caused directly or indirectly by any other cover included in this insurance.

#### **Date change and computer viruses**

Any direct or indirect loss or damage caused:

- to equipment by its failing correctly to recognise data representing a date in such a way that it does not work properly or at all; or
- by computer viruses.

#### **Existing and deliberate damage**

Any loss, damage, liability, cost or expense of any kind occurring, or arising from an event occurring, before the **insurance period** starts or caused deliberately by **you** or the **occupier**

**Terrorism**

Any loss, damage, liability, cost or expense of any kind directly or indirectly caused by, resulting from or in connection with any act of terrorism.

For the purposes of this exclusion, 'terrorism' means the use, or threat of use, of biological, chemical and/or nuclear force or contamination by any person(s), whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government(s) or put any section of the public in fear.

**Wear and tear**

Any loss, damage, liability cost or expense of any kind directly or indirectly caused by or resulting from wear and tear, depreciation, corrosion, rusting, damp, insects, vermin, fungus, condensation, fading, frost or anything that happens gradually, the process of cleaning, dyeing, repair, alteration, renovation or restoration.

**Defective construction or design**

Any loss, damage, liability, cost or expense of any kind caused by or resulting from poor or faulty design, workmanship or materials.

## Buildings

This part of the policy sets out the cover **we** provide for **your buildings**, unless **your** schedule states 'Not insured under this policy'.

### What is covered

Damage to the **buildings** caused by the following:

Fire, lightning, explosion, earthquake or smoke.

Storm or flood

Freezing of water in fixed water or fixed heating systems. Water escaping from washing machines, dishwashers, fixed water or fixed heating systems.

Oil escaping from a fixed heating system

Riot, civil commotion

Malicious acts or vandalism.

Theft or attempted theft

### What is not covered

- The **excess**
- Damage by smoke from air pollution
  
- The **excess**.
- Damage by frost.
- Damage to fences, hedges or gates.
- Damage caused by a rise in the water table (the level below which the ground is completely saturated with water).
  
- The escape of water **excess** shown on **your** schedule.
- Damage to the appliance or system which the water or oil escapes from unless freezing causes the damage.
- Damage by sulphate reacting with any materials from which the **home** is built.
- Damage by water escaping which results in **subsidence**, movement, settlement or shrinkage of any part of the **buildings** or of the land belonging to the **buildings**.
  
- The **excess**
  
- The **excess**
- Damage caused by the **occupier**
  
- The **excess**
- Damage caused by the **occupier**

## What is covered

**Subsidence or heave** of the site on which the **buildings** stand or of land belonging to the **buildings**, or **landslip**

Only if cover is shown as 'included' on **your** policy schedule

Falling trees or branches

Falling aerials or satellite receiving equipment, their fittings or masts. Impact involving vehicles, aircraft or anything dropped from them, or animals.

Accidental breakage of drains and pipes and accidental damage to cables and underground tanks which are used to provide services to or from the **home**, for which **you** are legally responsible.

## What is not covered

- The **subsidence, heave** or **landslip excess** shown on **your** schedule.
  - Damage to patios, paved terraces, footpaths, tennis courts, swimming pools, garden ponds, statues and fountains permanently fixed into the ground, drives, walls, fences, hedges and gates unless the **home** is damaged by the same cause and at the same time.
  - Damage to solid floors or damage caused by solid floors moving, unless the foundations of the outside walls of the **home** are damaged by the same cause and at the same time.
  - Damage caused by structures bedding down or settlement of newly made up ground.
  - Damage caused by the coast or a riverbank being worn away.
  - Damage caused by or from demolition, alteration or repair to **your home**.
  - Damage caused by sulphate reacting with any materials from which **your home** is built.
- 
- The **excess**
  - Damage to fences, hedges or gates
- 
- The **excess**
  - The **excess**
  - Damage by pets
- 
- Costs of clearing a blockage which has not resulted in physical damage to the drain, pipe, cable or tank itself.
  - Damage by gradual deterioration which has caused an installation to reach the end of its serviceable life.
  - Damage by water escaping which results in **subsidence**, movement, settlement or shrinkage of any part of **your buildings** or of the land belonging to **your buildings**.
  - Damage by any cover listed elsewhere in the **Buildings** section and which is specifically excluded under that cover.
  - Damage caused by the coast or a riverbank being worn away.
  - Damage caused by or from demolition, alteration or repair to **your home**.
  - Damage caused by or from poor or faulty design, workmanship or materials.
  - Damage caused by sulphate reacting with any materials from which **your home** is built.

### What is covered

Fees and related costs incurred in repairing or replacing damaged parts of **your buildings**, provided the damage is covered under **your** policy and subject to **our** prior agreement.

We will pay for:

- Architects, engineers, surveyors and legal fees;
- The cost of removing debris, demolition, shoring up or propping up and taking away any damaged parts of **your buildings**;
- the cost of meeting current building regulations, local authority or other statutory requirements or conditions provided that the damaged parts of **your buildings** are repaired or replaced

If the **home** is uninhabitable as a result of damage to the **buildings we** will pay:

- The additional cost of similar short-term accommodation for **your** family and also for any pets living with **you**.

### Trace and Access

We will pay the cost of removing and replacing any part of the **buildings** necessary to repair a household heating or water system that has caused an escape of water or oil

### How we settle claims

If **you** wish to claim under this section of **your** policy please follow the steps detailed in the 'How to make a claim' section (page 5). **You** should also read the Claims conditions and Policy exclusions on pages 9 to 13

### What is not covered

- Any fees and costs **you** have to pay for preparing or furthering any claim.
- Fees and related costs incurred in meeting any building regulations, local authority or other statutory requirements or conditions if **you** were made aware of the need to meet them before the damage happened or these or any other fees or related costs apply to any undamaged parts of **your buildings**.
- Any costs for the period before the completion of the purchase contract
- Any costs **your** family would have to pay once the **home** becomes habitable again.
- Any costs **you** agree to pay without **our** written permission.
- The cost of alternative accommodation for anyone who is not a member of **your** family.
- Any costs arising from damage by any cover listed elsewhere in the **Buildings** section and which is specifically excluded under that cover.
- Any amount exceeding the limit shown on **your** schedule.
- The **excess**.
- Any amount exceeding the limit shown on **your** schedule in any one **insurance period**.



### **How we settle claims for buildings**

We will pay for the cost of work carried out in repairing or replacing the damaged parts of the **buildings** and agreed fees and related costs.

The amount **we** will pay where repairs are carried out will not exceed the lesser of:

- The cost of the work had it been completed by **our** nominated contractor or
- The cost of the work based upon the most competitive estimate or tender from **your** nominated contractors.

If the repair or replacement is not carried out, **we** will pay the lesser of:

- The decrease in market value of **your buildings** due to the damage
- The cost of the work had it been completed by **our** nominated contractor if the repair work had been carried out without delay
- The cost of the work based upon the most competitive estimate or tender from **your** nominated contractors if the repair work had been carried out without delay.

All building repairs carried out by **our** preferred suppliers and insured under the **Buildings** section of this policy are guaranteed for 12 months in respect of quality of workmanship.

No allowance will be made for VAT when a cash settlement is made.

Where an **excess** applies, this will be taken off the amount of **your** claim.

If the **buildings** have not been kept in a good state of repair or if the sum insured at the time of the loss or damage is less than the cost of rebuilding all the **buildings** in the same way, size, style and appearance as when they were new, including fees and related costs, **we** will pay the cost of repairing or replacing the damaged parts of the **buildings** and **we** will, where appropriate, take off an amount for wear and tear.

The most **we** will pay for any one claim, including fees and related costs, is the amount it will cost **us** to repair the damage to **your buildings** in the same way, size, style and appearance as when they were new, but not more than the sum insured or any limits shown on **your** schedule.

We will not pay for:

- Loss of value resulting from repairs to or replacement of damage to **your buildings**;
- Replacing or changing undamaged parts of **your buildings** which belong to a set or suite or which have a common design or use, such as a bathroom suite or fitted kitchen units, when the damage is restricted to a specific part or clearly defined area.

## Contract Legal Solutions

Following an Insured **Event** the **INSURER** will pay **Your LEGAL COSTS & EXPENSES** up to £50,000, for all claims related by time or cause, including the cost of appeals provided that:

- 1) **You** have paid the insurance premium.
- 2) **You** keep to the terms of this policy and co-operates fully with **US**.
- 3) The **Event** happens within the **TERRITORIAL LIMIT**.
- 4) The claim
  - a) always has **REASONABLE PROSPECTS OF SUCCESS**
  - b) is reported to **US**
    - i) during the **Insurance Period** or within 3 months of the **Completion date**
    - ii) as soon as **You** first becomes aware of circumstances which could give rise to a claim.
- 5) Unless there is a conflict of interest **You** always agree to use the **APPOINTED ADVISOR** chosen by **US** in any claim
  - a) to be heard by the **SMALL CLAIMS COURT** and/or
  - b) before proceedings have been or need to be issued.
- 6) Any dispute will be dealt with by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory or licencing body; or mediation agreed with **US**.

A claim is considered to be reported to **US** when **WE** have received **Your** fully completed claim form.

## Words with Special Meanings

For the purposes of this section the following definition applies. Each word is listed with the meaning explained below and is printed in capitals and **Bold** whenever it appears in this section.

<b>Word</b>	<b>Meaning</b>
<b>APPOINTED ADVISOR</b>	The solicitor, accountant, mediator or other advisor appointed by <b>US</b> to act on behalf of <b>You</b> .
<b>COLLECTIVE CONDITIONAL FEE AGREEMENT</b>	A legally enforceable agreement entered into on a common basis between the <b>APPOINTED ADVISOR</b> and <b>US</b> to pay their professional fees on the basis of “no-win no-fee”.
<b>INSURER</b>	AmTrust Europe Limited.
<b>LEGAL COSTS &amp; EXPENSES</b>	<ol style="list-style-type: none"><li>1. Reasonable legal costs and disbursements reasonably and proportionately incurred by the <b>APPOINTED ADVISOR</b> on the standard basis and agreed in advance by <b>US</b>. The term “standard basis” can be found within the Courts’ Civil Procedure Rules Part 44.</li><li>2. Reasonable experts’ reports, reasonably and properly incurred by the <b>APPOINTED ADVISOR</b>.</li><li>3. In civil claims, other side’s costs, fees and disbursements where <b>You</b> have been ordered to pay them or pays them with <b>OUR</b> agreement.</li><li>4. Reasonable accountancy fees reasonably incurred under Insured event 6 Tax by the <b>APPOINTED ADVISOR</b> and agreed by <b>US</b> in advance.</li></ol>

**REASONABLE  
PROSPECTS OF SUCCESS**

**5. The INSURED'S COMMUNICATION COSTS.**

1. Other than as set out in 2. and 3. below, a greater than 50% chance of **You** successfully pursuing or defending the claim and, if **You** are seeking damages or compensation, a greater than 50% chance of enforcing any judgment that might be obtained.
2. In all claims involving an appeal, a greater than 50% chance of **You** being successful.

**SMALL CLAIMS COURT**

A court in England & Wales that hears a claim falling under the small claims track in the County Court as defined by Section 26.6 (1) of the Civil Procedure Rules 1999; a court in Scotland that uses the small claims procedure as set out by the Act of Sederunt (Small Claims) Rules 2002, a court in Northern Ireland where the sum in dispute is less than £3,000 or the equivalent jurisdiction in the United Kingdom where the policy applies.

**WE/US/OUR**

ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the **INSURER**, AmTrust Europe Limited.

This part of the policy sets out the cover **WE** provide for Contract Legal Solutions, unless **Your** schedule states 'Not insured under this policy'.

**1 Contract**

A dispute arising out of an agreement or alleged agreement which has been entered into by **You** for buying or selling **Your** main home

**What is not covered by this policy (applicable to the whole section)**

The **insured** is not covered for any claim arising from or relating to:

1. disputes with tenants or where **You** are the landlord or lessor
2. loans, mortgages, pensions, or any other banking, life or long-term insurance products, savings or investments
3. **Your** business activities, trade, venture for gain, profession or employment
4. a contract involving a motor vehicle
5. a settlement due under an insurance policy
6. **LEGAL COSTS & EXPENSES** incurred without **Our** consent
7. any actual or alleged act or omission or dispute happening before, or existing at the start of the policy and which **You** believed or ought reasonably to have believed could lead to a claim under this policy
8. an amount below £100
9. an allegation against **You** involving:
  - a) assault, violence or dishonesty, malicious falsehood or defamation
  - b) the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials
  - c) illegal immigration
  - d) offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences)
10. a dispute between **your** family members
11. **Your** deliberate or reckless act
12. a judicial review
13. a dispute arising from or relating to clinical negligence
14. a dispute with **US** not dealt with under Condition 6, or the **INSURER** or the company that sold this policy

- a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - b. radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
  - c. war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
  - d. pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed
  - e. any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, funding, preventing or suppressing terrorist action. If the **INSURER** alleges that by reason of this exclusion any liability or loss is not covered by this policy, the burden of proving the contrary shall be upon **You**.
15. a group litigation order
16. the payment of fines, penalties or compensation awarded against **You**.
17. a judicial review
18. a dispute arising from or relating to clinical negligence
19. a dispute with **US** not dealt with under Condition 6, or the **INSURER** or the company that sold this policy
- a. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste or from the combustion of nuclear fuel
  - b. radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof
  - c. war, invasion, act of foreign enemy hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power
  - d. pressure waves from aircrafts or other aerial devices travelling at sonic or supersonic speed
  - e. any terrorist action (regardless of any other cause or event contributing concurrently or in any other sequence to the liability) or any action taken in controlling, funding, preventing or suppressing terrorist action. If the **INSURER** alleges that by reason of this exclusion any liability or loss is not covered by this policy, the burden of proving the contrary shall be upon **You**.
20. a group litigation order
21. the payment of fines, penalties or compensation awarded against **You**.

## Conditions

Where the **INSURER's** risk is affected by **Your** failure to keep to these conditions the **INSURER** can cancel **Your** policy, refuse a claim or withdraw from an ongoing claim. The **INSURER** also reserve the right to recover **LEGAL COSTS & EXPENSES** from **You** if this happens.

### 1. **Your** responsibilities

**You** must:

- a) tell **US** immediately of anything that may make it more costly or difficult for the **APPOINTED ADVISOR** to resolve the claim in **Your** favour
- b) cooperate fully with **US**, give the **APPOINTED ADVISOR** any instructions required, and keep them updated with progress of the claim and not hinder them
- c) take reasonable steps to claim back **LEGAL COSTS & EXPENSES, COMMUNICATION COSTS**, employment tribunal and employment appeal tribunal fees and, where recovered, pay them to the **INSURER**
- d) keep **LEGAL COSTS & EXPENSES** and **COMMUNICATION COSTS** as low as possible
- e) allow the **INSURER** at any time to take over and conduct in **Your** name, any claim.

### 2. Freedom to choose an **APPOINTED ADVISOR**

- a) In certain circumstances as set out in 2.b) below **You** may choose an **APPOINTED ADVISOR**. In all other cases no such right exists and **WE** shall choose the **APPOINTED ADVISOR**.
- b) **You** may choose an **APPOINTED ADVISOR** if:

- i) **WE** agree to start proceedings or proceedings are issued against **You**, or
- ii) there is a conflict of interest

except where **Your** claim is to be dealt with by the **SMALL CLAIMS COURT** where **WE** shall choose the **APPOINTED ADVISOR**.

- c) Where **You** wish to exercise the right to choose, **You** must write to **US** with their preferred representative's contact details. Where **You** choose to use their preferred representative, the **INSURER** will not pay more than **WE** agree to pay a solicitor from **our** panel.
- d) If **You** dismiss 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 **You**, cover will end immediately.
- e) In respect of a claim under Contract the **insured** enter into a **CONDITIONAL FEE AGREEMENT** or the **APPOINTED ADVISOR** enters into a **COLLECTIVE CONDITIONAL FEE AGREEMENT**, where legally permitted.

### 3. Consent

**You** must agree to **US** having sight of the **APPOINTED ADVISOR'S** file relating to **Your** claim. **You** are considered to have provided consent to **US** or **OUR** appointed agent to have sight of their file for auditing and quality and cost control purposes.

### 4. Settlement

- a) The **INSURER** has the right to settle the claim by paying the reasonable value of **Your** claim.
- b) **You** must not negotiate, settle the claim or agree to pay **LEGAL COSTS & EXPENSES** without **OUR** written agreement.
- c) If **You** refuse to settle the claim following advice to do so from the **APPOINTED ADVISOR**, the **INSURER** reserve the right to refuse to pay further **LEGAL COSTS & EXPENSES**.

### 5. Barrister's opinion

**WE** may require **You** 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 **You**, 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 **Your** right under Condition 6 below.

### 6. Disputes

If any dispute between **You** and **US** arises from this policy, **You** can make a complaint to **US** as described on the back page of this policy and **WE** will try to resolve the matter. If **WE** are unable to satisfy **Your** concerns and the matter can be dealt with by the Financial Ombudsman Service **You** can ask them 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 policy did not exist.

### 8. Fraudulent claims

If **You** make any claim which is fraudulent or false, the policy shall become void and all benefit under it will be forfeited including the premium.

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

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

### 10. Data Protection Act 1998

It is agreed by **You** that any information provided to **US** and/or the **INSURER** regarding **You** will be processed by **us** and/or the **INSURER**, in compliance with the provisions of the Data Protection Act 1998,

for the purpose of providing insurance and handling claims, if any, which may involve passing information to other parties. For **OUR** mutual protection and **OUR** training purposes, calls may be recorded.

#### **11. Contracts (Rights of Third Parties) Act 1999**

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

### **Claims procedure**

If you need to make a claim you must notify us as soon as possible.

1. Under no circumstances should you instruct your own lawyer or accountant as the insurer will not pay any costs incurred without our agreement.
2. You can request a claim form, between 9am and 5pm Monday to Friday (except bank holidays) by telephoning **0117 917 1698** or by downloading one at **[www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims)**
3. We will issue you with a written acknowledgement within one working day of receiving your claim form.
4. Within five working days of receiving all the information needed to assess the availability of cover under the policy, we will write to you either:
  - confirming the appointment of a qualified representative who will promptly progress the claim for you; or
  - if the claim is not covered, explaining in full why and whether we can assist in another way.
5. When a lawyer is appointed they will try to resolve your dispute without delay, arranging mediation whenever appropriate. Matters cannot always be resolved quickly particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

## How we use your Information

**Your** information comprises of all the details **We** hold about **You** and **Your** transactions and includes information obtained from third parties. If **You** contact **Us** electronically, **We** may collect **Your** electronic information identifier e.g. Internet Protocol (IP) address or telephone number supplied by **Your** service provider.

**We** may use and share **Your** information with other members of the Group to help **Us** and them:

- assess financial and insurance risks
- recover debt
- prevent and detect crime
- develop **Our** services, systems and relationships with **You**
- understand **Our** customers' requirements
- develop and test products and services.

**We** do not disclose **Your** information to anyone outside the Group except:

- where **We** have **Your** permission
- where **We** are required or permitted to do so by law
- to fraud prevention agencies and other companies that provide a service to us, **Our** partners or **You**
- where **We** may transfer rights and obligations under this agreement.

**We** may transfer **Your** information to other countries on the basis that anyone **We** pass it to, provides an adequate level of protection. In such cases, the Group will ensure it is kept securely and used only for the purpose for which **You** provided it. Details of the companies and countries involved can be provided on request.

**We** would like to keep **You** informed (by phone, post, email or text) of selected products and services available from **Us** and **Our** carefully chosen suppliers. If **You** would prefer not to receive this information from **Us** and have not previously advised **Us** of this, please let **Us** know when **You** contact **Us**. From time to time **We** may change the way **We** use **Your** information. Where **We** believe **You** may not reasonably expect such a change **We** shall write to **You**. If **You** do not object, **You** will consent to that change.

**We** will not keep **Your** information for longer than is necessary

### Requests or questions

To request access or correct inaccurate personal information, or to request the deletion or suppression of personal information, or object to its use, please write to Accelerate Underwriting Limited, 3<sup>rd</sup> Floor, 153 Fenchurch Street, London, EC3M 6BB.

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Calls may be monitored and recorded for quality assurance purposes