

**CASTLE
COVER**



**Home Insurance
Policy Booklet**

www.castlecover.co.uk

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Important telephone numbers

Ageas Home Insurance claim notification line

Please read the claims conditions on page 12 before calling the notification line.

0345 122 9980

European Legal & UK Tax helpline

This free service is available to all home insurance customers.

0345 840 0097

Castle Cover Customer Services

0800 519 1020

The below products are optional covers only and will be shown on your policy schedule/statement of fact if you have selected the cover.

Home Emergency claim notification line

0345 840 0095

Garden Cover claim notification line

0800 952 7702

Home Legal Expenses claim notification line

0345 840 0097

Key Cover claim notification line

0345 125 2435

In order to maintain a quality service, telephone calls may be monitored or recorded.

Welcome to Castle Cover

Thank you for choosing Castle Cover for your home cover

This policy booklet explains your home insurance in detail – you should keep it in a safe place as you may need to refer to it if you need to make a claim. Your policy number and the claims telephone number can be found on your policy schedule/statement of fact. Castle Cover is a trading name of Ageas Retail Limited who are authorised and regulated by the Financial Conduct Authority. Their Financial Conduct Authority registered number is 312468. If **you** want to check this **you** can visit their website which is www.fca.org.uk/register

The information **you** have supplied, either on-line or during a telephone conversation, forms part of the contract of insurance (**policy**) with us. **You** should read your **policy** carefully and keep in a safe place.

Your policy wording

In return for having accepted **your** premium **we** will in the event of injury, loss or damage, happening within the **period of insurance**, provide insurance as described in the following pages and referred to in **your** schedule/statement of fact.

If, after reading these documents, **you** have any questions please contact Castle Cover.

Your policy is based upon the information **you** gave Castle Cover (during a telephone conversation or on-line) when you arranged this insurance. **You** are therefore required to take care to supply accurate information in relation to your buildings and contents. If **you** are in any doubt about any information provided, please contact Castle Cover who will be happy to assist you.

You must pay the premium as shown on **your** schedule/statement of fact for each insurance period and comply with all the conditions set out in this **policy**.

Important

The **policy** between **you** and **us** is made up of the 'confirmation of declaration questions', this policy booklet and the policy schedule/statement of fact which includes any endorsements. Please read them to ensure that the policy meets with **your** requirements.

The law applicable to this policy

You and **we** are free to choose the law applicable to this **policy**. **Your policy** will be governed by the law of England and Wales unless **you** and **we** have agreed otherwise.

What is covered

Your policy is designed to help **you** understand the extent of cover provided. Under 'what is covered' in each section there is detailed information on the insurance provided. Each section also has a 'what is not covered', which draws **your** attention to what is not included in the scope of **your policy**. **You** should read both sections to understand the cover provided.

Disclosure

It is your responsibility to provide complete and accurate information when you take out **your** insurance policy, throughout the life of **your** policy, and when **you** renew your insurance. Please note that if **you** give us false or inaccurate information over the phone, on proposal forms, claims forms and other documents this could give **us** the right to avoid **your** insurance policy which could impact **your** ability to claim.

Please be aware that all references to ‘us’, ‘we’ and ‘our’ in the following section (Your information and what we do with it) only, refer to Castle Cover, your insurer Ageas Insurance Limited and any other insurer providing optional cover products.

Your information and what we do with it – Putting your mind at rest

You trust us to look after your personal information when you buy our products and we know we have a responsibility to protect this information. The details provided here are a summary of how we collect, use, share, transfer and store your information.

For full details of our Privacy Policy, please go to castlecover.co.uk/privacy-policy or contact our Data Protection Officer at: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA or by emailing thedpo@ageas.co.uk.

Collecting your information

We collect a variety of information about you, such as:

- your name, address, contact details and date of birth
- information about what and/or who you want to insure, such as vehicle details, named drivers, travel details and companions
- your claims and credit history
- any criminal offences
- financial details, such as bank account and card details
- information about your use of our website such as your IP address which is a unique number identifying your computer
- special categories of personal information (previously known as ‘sensitive personal information’), such as details regarding your health.

This information is necessary for us to be able to provide you with a quotation and/or policy.

We also use a number of different sources to collect this information from, including:

- you or someone connected with you, as well as publically available sources of information like social media and networking
- third parties’ databases that have been made available to the insurance industry, as well as where you have given your permission to share information with third parties like us
- price comparison websites, where they have sent your personal information to us to see whether we are able to provide you with a quotation.

Using your information

We use your personal information and/or special categories of personal information to not only provide you with our products and services, but to better understand and predict your needs and preferences, so that we can continue to improve our products and services to give you insurance that is right for you. These uses include:

- providing you with services relating to an insurance quotation or policy, for example
 - assessing your insurance application and arranging your insurance policy including checking databases showing no claims discount entitlement and driving licence records
 - managing your insurance policy including claims handling and issuing policy documentation to you.
- Our assessment of your insurance application may involve an automated decision to determine whether we are able to provide you with a quotation and/or the price. If you object to this being done, then we will not be able to provide you with insurance.
- where we believe we have a justifiable reason to do so, such as
 - keeping information about your current and past policies
 - preventing and detecting fraud, financial crime and anti-money laundering

- o carrying out processes such as statistical, trend and market research in relation to our products and/or services, as well as analysis and modelling which may include computerised processes that profile you
- o providing sales information to third parties (for example price comparison websites) so that we fulfil our legal obligations to them
- o recording and monitoring calls for training purposes
- o contacting you if you fail to complete an online quotation to see if we can offer you any help with this.

Please note that if you have given us information about someone connected to you, you would have confirmed that you have their permission to do so.

How we contact you about our products and services

We may contact you via post, email, SMS, telephone and/or digital methods like social media and online advertising, unless you have said you do not want us to, in order to let you know about our products and/or services which may relate to your general insurance needs. To assist us with this, we may also use and/or share your information with carefully selected third party databases which, when combined with the information you have given us, helps us to know what products and/or services may be of interest to you. Where products or services are not similar or where we have not contacted you for some time since you last obtained a quotation, product or service from us, then we will ask your permission to contact you about these.

We may also use our carefully selected business partners to supply our promotional offers to you and manage those offers on our behalf.

Should you no longer want us to contact you about our other products and services, just let us know by either:

- writing to our Data Protection Officer at the address on the previous page or
- calling us – 0800 519 1020

Use of your personal information when using our websites and email communications

When you visit one of our websites we may collect information which includes your email and/or IP address. We may also use cookies and/or pixel tags on some pages of our website. Useful information about cookies, including how to remove them, can be found on our websites.

Sharing your information

We share your information with a number of different organisations such as:

- other companies or brands within the Ageas group
- other insurers, business partners, agents or carefully selected third parties who either provide a service to us or on our behalf or where we provide services in partnership with them
- organisations that have a specific role laid out in law such as statutory bodies, regulatory authorities and other authorised bodies or where we have a duty to or are permitted to disclose your personal information to them by law
- fraud prevention and credit reference agencies
- third parties we use to recover money you may owe us or to whom we may sell your debt
- other companies when we are trialling their products and services which we consider may improve our services to you or our business processes.

Unless required to by law, we would never share your personal data without the appropriate and necessary care and safeguards being in place.

Keeping your information

We will keep your information only for as long as is reasonably necessary to provide our products and services to you and to fulfil our legal, regulatory, tax and accounting obligations. We also keep your information for several years after the expiry of your policy in order to respond to any queries or concerns that may be raised at a later date

with respect to the policy or handling of a claim. Please see our full Privacy Policy on our website for more details.

Use and storage of your information overseas

Your information may be transferred to, stored and processed outside of the United Kingdom (UK). We or our service providers may use cloud based computer systems (i.e. network of remote servers hosted on the internet which process and store your information) to which foreign law enforcement agencies may have the power to access. However, we will not transfer your information outside the UK unless it is to a country which is considered to have sound data protection laws or we have taken all reasonable steps to ensure the firm has suitable standards in place to protect your information.

Dealing with others acting on your behalf

We will deal with individuals you nominate, including third parties we reasonably believe to be acting on your behalf providing they are able to answer our security questions. For your protection though, we will need to speak to you, your legal representative, someone that you have specifically given us permission to speak to or a power of attorney should you want to change your contact address or policy coverage or cancel your policy.

Your rights

You have a number of rights in relation to the information we hold about you, including:

- asking for access to and a copy of your personal information
- asking us to correct, delete or restrict the use of your personal information
- asking us to move, copy or transfer your personal information to a third party (known as 'data portability')
- objecting to the use of your personal information or to an automated decision including profiling
- withdrawing any previously provided permission for us to use your personal information

- complaining to the Information Commissioner's Office at any time if you object to the way we use your personal information.

Please note that there are times when we will not be able to delete your personal information, such as where we have to fulfil our legal and regulatory obligations or where there is a minimum statutory period of time for which we have to keep your information. If this is the case, then we will let you know our reasons.

Definitions

These definitions do not apply to Home Emergency, Garden Cover or 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/statement of fact. These words are highlighted by the use of **bold print**.

Definitions are listed alphabetically.

Bedroom

A bedroom means a room used as or originally built to be a bedroom even if now used for other purposes.

Buildings

The structure of the **home** including landlord's fixtures and fittings and the following if they form part of the property:

- oil and gas tanks
 - septic tanks
 - permanent swimming pools
 - hard tennis courts, terraces, patios, drives and paths
 - car ports, garages and **outbuildings**
 - walls, gates, fences and hedges.
-

Contents

The definition of **contents** can be found within the section called **contents** standard cover within this **policy**.

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/statement of fact.

Excess

The amount **you** are required to pay as the first part of each and every claim made. As shown in your **policy** schedule/statement of fact.

In the event of a claim being made under both the **buildings** and the **contents** sections of the **policy**, **you** will be required to pay the **excess** under both these sections.

Family/they

Your domestic partner, children, **domestic staff** and any other person all permanently residing with **you** and not paying a commercial rent.

Home

The private residence shown in the schedule/statement of fact including its garages and **outbuildings** if they form part of the property.

Maximum claims limit

The most **we** will pay for any one claim. **Your** limit is shown in **your policy schedule**/statement of fact. Other limits may apply and are detailed in **your policy** wording and **policy schedule**/statement of fact.

Outbuildings

- sheds, greenhouses and summer houses
 - other buildings but not including caravans, mobile homes or motor homes which do not form part of the structure of the main building of the **home** and are used or occupied for domestic purposes.
-

Pedal cycles

Any **pedal cycle** and its accessories owned by **your family** or **your family's** responsibility under contract. **pedal cycles** does not include any motorised **pedal cycle**.

Period of insurance

The dates shown in the schedule/statement of fact.

Personal possessions

The definition of **personal possessions** can be found within the section called **personal possessions** within this **policy**.

Policy

Your policy booklet and most recent schedule/statement of fact which includes any **endorsement(s)**.

Unfurnished

Without sufficient furniture and furnishings for normal living purposes.

Unoccupied

Not lived in by **you** or **your family** for more than 60 consecutive days.

We/Us/Our

The authorised insurer shown on the **policy** schedule/statement of fact.

You/Your

The person or persons named in the schedule/statement of fact as the policyholder.

General conditions

These conditions also apply to Home Emergency, Garden Cover or Legal Protection. There are also conditions applying to these sections. **You** and **your family** must comply with the following conditions to have the full protection of **your policy**. If **you** or **your family** do not comply with them **we** may at **our** option cancel the **policy** or refuse to deal with **your** claim or reduce the amount of any claim payment.

1. The value of your Contents

You must notify **us** as soon as possible when the full value of **your contents** exceeds the limit shown in **your policy** schedule/statement of fact. If the full value of **your contents** exceeds this sum the cover under the **policy** may not apply. Once **you** have notified **us** that the full value of **your contents** exceeds this sum, the **policy** may no longer be suitable for **your** needs and **we** reserve the right to cancel the **policy**.

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.

2. The value of your Buildings

You must notify **us** as soon as possible if the full value of the **buildings** exceeds £500,000. If the full value of the **buildings** exceeds this sum the cover under the **policy** may not apply. Once **you** have notified **us** that the full value of **your buildings** exceeds this sum, the **policy** may no longer be suitable for **your** needs and **we** reserve the right to cancel the **policy**.

The full value of the **buildings** means the cost of rebuilding if the **buildings** were completely destroyed.

This is not necessarily the market value.

3. Changes in your circumstances

You must contact Castle Cover straight away about any change that could affect this insurance. If **you** do not tell Castle Cover (on behalf of **us**) about any change that could alter this insurance, this insurance will no longer be valid. A change could include:

- change of address.
- structural alteration to **your home**.
- if **you** or **your family** intend to let or sub-let **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**.

The above is not an exhaustive list.

You must also notify **us** as soon as possible if **you** or **your family** have been declared bankrupt or have received a police caution for, or been charged with, but not yet tried for any offence other than driving offences. Castle Cover will then advise **you** of any change in terms. Failure to advise of any change to the information **you** gave may mean that **your policy** is invalid and that it will not operate in the event of a claim.

If **you** make any changes to **your policy** during the period of cover **you** will incur an administration charge.

If **you** are in any doubt please contact Castle Cover.

4. Taking care of your property

You and **your family** must take all precautions to avoid injury, loss or damage and take all practicable steps to safeguard all the property insured from loss or damage. In addition, **you** must also maintain the property insured in a good state of repair. Failure to do so could invalidate **your** cover in the event of a claim.

5. Precious stones

The settings of the stones in any item of jewellery exceeding the value of £5,000 must be examined by a competent jeweller once every three years and any defect remedied as soon as possible.

6. Cancelling your cover

This section applies to your home insurance only. For terms relating to any additional optional covers, please refer to the appropriate sections.

14 Day Cancellation Period

You may cancel this **policy** within 14 days of either the receipt of **your policy** documents or the inception / renewal date of **your policy** (whichever is later) by telephoning the Castle Cover customer services department on 0800 519 10 20 or by writing to Castle Cover at the following address; Customer Services, Castle Cover, Deansleigh House, Deansleigh Road, Bournemouth BH7 7DU.

If the cover has not yet commenced **you** will be entitled to a full refund of any premiums paid.

If **you** cancel **your policy** within the 14 day period **you** will be charged for the time **you** have been insured plus an administration charge.

If **you** have paid your premium in full, Castle Cover will refund the unused portion of **your** premium minus an administration charge.

If **you** are paying by instalments **your** payments will cease. If the amount **you** have paid under **your** instalment plan does not represent the amount **you** should have paid, including the administration charge, **you** will be liable for the remainder of the premium for the period for which **you** have

been covered. If **you** are owed a refund then this will be returned to **you**.

Cancellation after 14 days

You may cancel this **policy** at any time either by telephoning Castle Cover customer services department on 0800 519 10 20 or writing to Castle Cover at the above address.

If **you** have paid **your** premium in full, Castle Cover will refund the unused portion of **your** premium minus a cancellation charge.

If **you** are paying by instalments **your** payments will cease. If the amount **you** have paid under **your** instalment plan does not represent the amount **you** should have paid **you** will be liable for the remainder of the premium for the period for which **you** have been covered, including any default fees and the cancellation charge. If **you** are owed a refund then this will be returned to **you**.

Please Note

If **you** have made a claim against **your** policy **you** will remain liable for the total premium. If **you** have paid **your** premium in full there will be no refund made. If **you** are paying by instalments, **you** will either have to continue with the instalments until the **policy** renewal date, arrange for a one off payment to be made or, at the discretion of Castle Cover, deduct the outstanding instalments due from any claim made.

Non payment of premiums

If **you** pay by instalments and **you** fail to make a payment Castle Cover will charge a default fee, which will be added to the remainder of **your** monthly payments. If **you** default on two consecutive payments Castle Cover will assume that **you** no longer require cover and will cancel **your policy**.

Cancelling **your** Direct Debit at the bank does not suffice as cancelling **your policy** and **you** will remain liable for any arrears accrued and charges incurred relating to time on cover up until the point that Castle Cover identify that **you** have defaulted on a payment and automatically cancel **your policy**.

If Castle Cover cancel **your policy** due to non-payment of **your** premium, **you** will still be charged for the time you have been insured plus an administration charge. If **you** have made a claim against **your policy** **you** will be liable for the full premium.

Full details of Castle Cover's charges can be found in your policy documentation.

7. Transferring your interest in the policy

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

8. Fraud

You and **your family** must not act in a fraudulent way.

If **you** or anyone acting for **you** uses dishonesty or exaggeration to obtain 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**.

How to make a complaint

This section applies to any complaints relating to the service provided by Castle Cover and us only. For full details on making a complaint relating to any optional product which you have selected to cover under this policy, please refer to the relevant pages within this book.

If **you** have cause for complaint, it is important **you** know that **we** and Castle Cover are committed to providing **you** with an exceptional level of service and customer care. Things can go wrong and there may be occasions when **you** feel that **you** have not been provided with the service **you** expected. Should this happen, a process exists to review such matters and, where appropriate, to put things right.

Who to contact

The most important factors in getting **your** complaint dealt with as quickly and efficiently as possible are:

- To be sure **you** are talking to the right person.
- That **you** are giving them the right information.

If your complaint concerns the service at Castle Cover

If **you** wish to make a complaint about the service Castle Cover has provided in relation to **your** home policy (including information or documentation issued to **you**), please contact them, quoting your reference number, as follows:

By phone: 0800 519 1020

In writing:

The Customer Relations Manager

Castle Cover

Deansleigh House

Deansleigh Road

Bournemouth BH7 7DU

By e-mail: customerrelations@castlecover.co.uk

Castle Cover will try to resolve your complaint within three working days and send you a summary resolution. If that is not possible, they will be in contact with you within five working days of receiving your complaint to advise what they are doing to resolve the problem and the timeframe by which you can expect a final response.

If your complaint concerns the service provided by your home insurer

If **your** complaint is about the service provided by us (including complaints about service or the amount offered in settlement of a claim), **you** should contact us using the following contact details below:

- **Ageas**

If **your** complaint is specifically in relation to a claim, please contact the number provided to **you** on **your** claims documentation, or please write to:

Customer Services Adviser

Ageas Insurance Limited

Ageas House

Hampshire Corporate Park

Templars Way

Eastleigh

Hampshire SO53 3YA

Or email: www.ageas.co.uk/complaints

When you contact Castle Cover

- Please provide **your** name and contact details.
- Please quote **your policy** and/or claim number, and the type of **policy you** hold.
- Please explain clearly and concisely the reason for **your** complaint.

If your complaint cannot be resolved

If you are not satisfied with either the summary resolution or final response letter from Castle Cover, or if eight weeks have passed since you first raised the matter with them you have the right to refer your complaint to the Financial Ombudsman Service, free of charge, but you must do so within six months of the date of the final resolution letter.

Referral to the Ombudsman does not affect your right to take legal action. You can contact them as follows:

In writing:

Financial Ombudsman Service

Exchange Tower

Harbour Exchange Square

London

E14 9SR

Tel: 0800 023 4567

E-mail: complaint.info@financial-ombudsman.org.uk

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

Financial Services Compensation Scheme

What happens if **we** are unable to meet **our** liabilities?

If **we** are unable to meet **our** liabilities to **our** policyholders, **you** may be able to claim compensation from the independent Financial Services Compensation Scheme (FSCS). The level of compensation differs depending on the type of cover:

Compulsory insurance, (e.g. third party motor), is covered for 100% of the claim.

Non compulsory insurance, (e.g. **home** insurance), is covered for 90% of the claim.

Further information can be obtained from:

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

Telephone 0207 741 4100

or e-mail, enquiries@fscs.org.uk

Claims conditions

These conditions do not apply to Home Emergency, Garden Cover or Legal Expenses where separate conditions apply.

You and **your family** must comply with the following claims conditions to have the full protection of **your policy**. If **you/they** do not comply with them **we** may at **our** option cancel the **policy** or refuse to deal with **your** claim or reduce the amount of any claim payment.

The first thing you must do

If property is lost or theft or malicious damage is suspected **you** must urgently inform the Police and obtain a crime or lost property reference number. **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

- Contact **us** by phone on the helpline shown in **your** schedule/ statement of fact and the important telephone numbers on page 3 of **your policy** wording.
- Take all steps to recover missing property.
- Take all steps to prevent further damage.

Claims process

By telephoning **us** on the helpline shown in **your** schedule/statement of fact **we** will:

- i. take details of the loss.
- ii. arrange for an approved tradesperson to provide **us** with an estimate or undertake emergency repairs as soon as possible.
- iii. instruct an approved supplier to contact **you** if appropriate.
- iv. where necessary arrange for someone to call or contact **you** by phone as soon as possible to discuss **your** claim. This person may be one of **our** own claims staff or an independent Chartered Loss Adjuster.

What you must do if you wish to make a claim

- Tell **us** and provide full details in writing as soon as possible if someone is holding **you** or **your family** 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.
- Supply at **your** own expense all reports, certificated plans, specification information and assistance that **we** may require.

What you must not do

- Admit or deny any claim made by someone else against **you** or **your family** or make any agreement with them. **We** have the right to negotiate, settle or defend any such claim in **your** name and on **your** behalf and take possession of the property insured and deal with salvage. **We** may also pursue any claim to recover any amount due from a third party in the name of anyone claiming cover under this **policy**.
- Abandon any property to **us**.
- Dispose of damaged items as **we** may need to see them.

Fraud

Throughout **your** dealings with us we expect **you** to act honestly. If **you** or anyone acting for **you**:

- Knowingly provides information to us as part of **your** application for **your policy** that is not true and complete to the best of **your** knowledge and belief; or
- Knowingly makes a fraudulent or exaggerated claim under **your policy**; or
- Knowingly makes a false statement in support of a claim; or
- Submits a knowingly false or forged document in support of a claim; or
- Makes a claim for any loss or damage caused by **your** wilful act or caused with **your** agreement, knowledge or collusion.

Then:

- **We** may prosecute fraudulent claimants;

- **We** may make the **policy** void 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 your **policy** since the start date;
- **We** shall not return any premium paid by you for the **policy**;
- **We** may inform the **Police** of the circumstances.

How we settle claims

Buildings, Contents, Personal possessions and Pedal cycles sections

We will at **our** option repair, reinstate or replace the lost or damaged property. Where property cannot be replaced or repaired **we** may at **our** option pay in cash the amount of the loss or damage. If **we** do pay cash the sum payable will reflect any discounts **we** may have received had **we** replaced the property. The sums insured/total limit will not be reduced by any claim. An approved supplier may be appointed where appropriate to act on **our** behalf to further validate **your** claim and they are authorised to arrange a quotation, a repair or a replacement where appropriate.

In the event of the total limit being insufficient to cover the full value of the property **we** reserve the right to not pay the claim, cancel the **policy** or reduce the amount of any claim payment.

Matching sets suites and carpets

An individual item of a matching set of articles or suite of furniture or sanitaryware or other bathroom fittings 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?

Contents – here will be a deduction for clothes, furs and household linen. All other **contents** have ‘new for old’ cover which means there will be no deduction provided they have been maintained in good repair and the total limit is sufficient to cover the full value of the property (see General conditions). However if the item can be repaired, we may at our option choose to have the item repaired.

Buildings – If repair or reinstatement is carried out there will be no deduction provided that the total limit is sufficient to cover the full value of the **buildings** and they have been maintained in good repair (see General conditions).

Other insurance policies

If any injury, loss or damage is covered by any other insurance **we** will not pay more than **our** proportion.

General exclusions

These exclusions apply throughout **your policy**.

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 of any property following its repair or reinstatement.

Confiscation

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

The exclusions above do not apply to the following covers:

- liability to **domestic staff**.
- tenant's liability.
- liability to the public.
- property owner's liability.

Radioactive contamination

1. Loss or damage to any property or any loss or expense resulting or arising there from or any indirect loss from:

or,

2. Any legal liability directly or indirectly caused by or contributed to by or arising from:

- ionising radiations 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.

War risks

Any loss, damage or liability occasioned 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.

Terrorism

This **policy** does not cover the following.

Loss, damage, cost, expense or liability of whatever nature directly or indirectly caused by, resulting from or in connection with, any act of terrorism regardless of any other cause or event contributing at the same time or in any other sequence to the loss.

For the purpose of this exception an act of terrorism means the use, or threatened use of force by any person or group of people 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.

Pollution/Contamination

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

- a sudden and unforeseen and identifiable incident.
- leakage of oil from a domestic oil installation at **your home**.

Existing and Deliberate Damage

Any loss, damage, liability, cost or expense of any kind, occurring or arising from an event occurring before the **period of insurance** starts or caused deliberately by **you** or **any** person who **you** have given permission to be in your home.

Date change

1. Loss or damage to any computer or other equipment, data processing service, product, microchip, micro processor, integrated circuit, embedded chip or similar device, computer software

program or process or any other electrical or electronic system directly or indirectly caused by:

- failure to correctly recognise data representing the Year 2000 or any other date in such a way that it does not work properly or at all.
- computer viruses.

2. Legal liability directly or indirectly arising from:

- any computer or other equipment, data processing service, product, microchip, micro processor, integrated circuit, embedded chip or similar device, computer software program or process or any other electrical or electronic system failing to correctly recognise data representing the Year 2000 or any other date in such a way that it does not work properly or at all.
- computer viruses.

Subsequent loss or damage or legal liability for which cover is in force under this **policy** is not affected.

Contents standard cover

Your policy schedule/statement of fact will show if **you** have selected this cover.

What are Contents?	What Contents are not covered?
<p>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 and with the exclusion of business equipment that they are mainly used for private purposes.</p> <p>Household goods This includes tenants' fixtures, fittings and interior decorations.</p> <p>Personal effects This means clothes and articles of a strictly personal nature likely to be worn used or carried. For example, mp3 players, mobile phones and also sports equipment. It does not include valuables or money.</p> <p>Valuables This means jewellery (including costume jewellery) articles of or containing gold, silver or other precious metals, cameras (which includes video cameras, camcorders and digital cameras), binoculars, watches, furs, paintings and other works of art, collections of stamps, coins and medals.</p> <p>Money This means 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, record book or similar tokens, money orders, travel tickets including season tickets, petrol coupons, gift tokens, phonecards, pre-booked event and entertainment tickets and electronic money cards.</p> <p>Business equipment This means all computers and ancillary equipment (excluding data) and other equipment used for business trade profession or employment purposes but excludes money and stock.</p>	<p>a) Watercraft (which includes sailboards and windsurfers) aircraft, caravans, trailers and mechanically propelled vehicles (which includes motorcycles, children's motorcycles, children's motor cars, quad bikes, children's quad bikes and mobility scooters) – but lawnmowers, garden implements, wheelchairs, models and toys are covered.</p> <p>b) Parts, accessories, tools, fitted radios, cassette players and compact disc players for the things in (a) above.</p> <p>c) Any living creature.</p> <p>d) Contents more specifically insured by any other insurance.</p> <p>e) Documents other than as shown in cover 20.</p> <p>f) Lottery tickets and raffle tickets.</p> <p>g) Any part of the structure of the buildings other than fixtures and fittings for which you are responsible as occupier.</p>

What is the most we will pay?

We will not pay more in total than the total limit for **contents** shown in **your policy** schedule/statement of fact for any one claim under causes 1–11. For covers 12, 13, 18, 24, 31-33 we will pay up to the total limit for **contents** and for covers 14-17, 19-23, 25-30 up to the limits shown.

The following limits apply:

for any one **valuable** – £2,000

Number of Bedrooms Limit for any one claim for valuables	Total limit for contents £50,000	Total limit for contents £75,000	Total limit for contents £100,000
1, 2 or 3 bedrooms	Limit for any one claim for valuables is £10,000	Limit for any one claim for valuables is £15,000	Limit for any one claim for valuables is £20,000
4, 5 or 6 bedrooms	Limit for any one claim for valuables is £15,000	Limit for any one claim for valuables is £20,000	Limit for any one claim for valuables is £30,000

The limit applicable to **your policy** is shown on **your policy** schedule/statement of fact.

for **money** – £500

for **business equipment** – £5,000

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/statement of fact.

What is covered	What is not covered
<p>Loss or damage to your or your family's contents while they are in the home by following causes:</p>	<p>The amount of the excess shown in the schedule/statement of fact except for covers 25, 26 and 27.</p>
<p>1. Fire, smoke, explosion, lightning or earthquake.</p>	<p>1. Smoke damage arising gradually or out of repeated exposure.</p>
<p>2. Storm or flood. Storm means very windy conditions accompanied by heavy rain, hail or snow. Heavy rain alone does not constitute a storm.</p>	<p>2. Loss or damage by frost. Loss or damage to property left permanently in the open within the boundary of the home.</p>
<p>3. Theft or attempted theft. Minimum security precautions endorsement may apply. Please see your schedule/statement of fact.</p>	<p>3. a) Loss or damage while the home is unoccupied or unfurnished. b) Loss 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. 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.</p>
<p>4. Escape of water from: i. a fixed: a) water installation. b) drainage installation. c) heating installation. ii. a washing machine, dishwasher, water bed, refrigerator or deep freeze cabinet.</p>	<p>4. Loss or damage while the home is unoccupied or unfurnished. 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.</p>
<p>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.</p>	<p>5. Loss or damage while the home is unoccupied or unfurnished. 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.</p>

What is covered	What is not covered
<p>6. Malicious persons or vandals. Minimum security precautions endorsement may apply. Please see your schedule/statement of fact.</p>	<p>6. Loss or damage while the home is unoccupied or unfurnished.</p>
<p>7. Riot, civil commotion, strikes, labour and political disturbances.</p>	
<p>8. Subsidence or ground heave of the site on which the buildings stand or landslide.</p>	<p>8. Loss or damage:</p> <ul style="list-style-type: none"> a) caused by normal settlement, shrinkage or expansion. b) resulting from coastal or river bank erosion. c) arising from construction, structural alteration, repair or demolition. d) arising from the use of defective materials, defective design or faulty workmanship. e) to boundary and garden walls, terraces, gates, hedges and fences, paths and drives, patios, tennis hard courts, swimming pools unless the home has been damaged at the same time by the same cause. f) to or resulting from movement of solid floor slabs and non load bearing walls unless the foundations beneath the load bearing walls of the home are damaged at the same time by the same cause.
<p>9. Collision by:</p> <ul style="list-style-type: none"> i. aircraft. ii. aerial devices. iii. road or rail vehicles. iv. animals. – or anything dropped from them. 	<p>9. Loss or damage caused by:</p> <ul style="list-style-type: none"> a) domestic pets. b) insects.
<p>10. Falling trees or branches.</p>	<p>10. a) The cost of removal of the fallen tree or branch. b) Loss or damage caused during tree felling, lopping or topping.</p>

What is covered	What is not covered
<p>11. Breakage or collapse of:</p> <ul style="list-style-type: none"> i. satellite dishes. ii. TV or radio aerials, aerial fittings or masts. iii. lampposts. iv. telegraph poles. v. electricity pylons, poles or overhead cables. 	<p>11. Loss or damage to the items themselves.</p> <p>Cover for items in or on the home may be covered – see cover 12.</p>
<p>12. Entertainment equipment.</p> <p>Accidental damage to:</p> <ul style="list-style-type: none"> i. television sets. ii. radios. iii. MP3 players, compact disc players, record players and tape recorders. iv. video recorders. v. DVD players. vi. computers (including portable computers). vii. cable/satellite/digital television receivers. viii. television aerials and satellite dishes. 	<p>12. Entertainment equipment not covered:</p> <ul style="list-style-type: none"> a) mechanical or electrical breakdown or failure. b) damage to records, discs, cassettes and tapes. c) accidental damage or contamination to computers or computer equipment by: <ul style="list-style-type: none"> i. erasure or distortion of data. ii. accidental erasure or mislaying or misfiling of documents or records. iii. viruses. d) damage caused by or in the process of cleaning, maintenance, repair, dismantling or altering. e) loss arising from the cost of remaking any film, disc or tape or the value of any information contained on it. f) damage to equipment not in or on the home. g) loss or damage by chewing, scratching, tearing, vomiting or fouling by domestic pets. h) damage caused by wear and tear. i) damage caused by rot, fungus, insects or vermin. j) damage caused by the action of light or any atmospheric or climatic condition. k) damage caused by any gradually operating cause. l) mobile phones. m) Loss or damage while the home is unoccupied or unfurnished. n) Loss or damage to you or your family's contents while they are not in the home. o) Damage by any cause listed under causes 1-11 which is specifically excluded by that cover.

What is covered	What is not covered
<p>13. Mirrors and glass.</p> <p>Accidental breakage of:</p> <ul style="list-style-type: none"> i. mirrors. ii. fixed glass in, and glass tops of, furniture. iii. ceramic hobs and ceramic tops of cookers. iv. glass oven doors. 	<p>13. a) Loss or damage while the home is unoccupied or unfurnished.</p> <p>b) Loss or damage to your or your family's contents while they are not in the home.</p>
<p>14. Replacement of locks.</p> <p>We will pay for the cost of replacing keys and locks or lock mechanisms to:</p> <ul style="list-style-type: none"> i. external doors and windows of the home, following the theft of their keys. ii. a safe within or an alarm protecting the home, following the theft of their keys. <p>We will not pay more than £250 for any one claim.</p>	<p>14. The cost of replacing keys and locks to a garage or outbuilding.</p> <p>We will only pay under contents standard cover or buildings standard cover if both sections are insured for any one claim.</p>
<p>15. Credit card liability.</p> <p>Your or your family's liability under the terms of any credit card, cheque card or cash dispenser or card agreement as a direct result of its theft from the home and following its unauthorised use by any person not related to or residing with you.</p> <p>We will not pay any more than £500 for any one claim.</p> <p>Do not forget to urgently inform the Police and issuing authorities in the event of a loss.</p>	<p>15. Any loss unless:</p> <ul style="list-style-type: none"> a) you or your family have complied with the terms and conditions of the issuing authority. b) any loss or claim due to accounting errors or omissions.
<p>16. Accidental loss of oil or metered water.</p> <p>We will pay for accidental loss of domestic heating oil and metered water.</p> <p>We will not pay more than £1,000 for any one claim.</p>	<p>16. Loss or damage while the home is unoccupied or unfurnished.</p> <p>Loss or damage by any cause listed under causes 1-11 which is specifically excluded by that cover.</p>

What is covered	What is not covered
<p>17. Contents in the open.</p> <p>Loss or damage by causes 1 and 3-11 to contents while in the open within the boundaries of the land belonging to the home.</p> <p>We will not pay more than £500 for any one claim.</p> <p>Items such as garden furniture, external statues or garden pots are included within this section.</p> <p>Note: Loss or damage to plants is provided under Garden Cover (if chosen).</p>	<p>17. Loss or damage to:</p> <ul style="list-style-type: none"> a) valuables or money. b) plants and trees. c) business equipment. <p>Loss or damage which is specifically excluded by covers 1 and 3-11.</p>
<p>18. Temporary removal.</p> <p>Loss or damage by causes 1–11 to contents temporarily removed from the home to:</p> <ul style="list-style-type: none"> i. any bank or safe deposit. ii. any occupied private dwelling. iii. any building where you or your family are working or temporarily residing while anywhere in the world. <p>Under ii. and iii. the maximum amount payable for theft or attempted theft from a room in a school boarding house, college, university halls of residence or any other student accommodation is £750 for any one claim.</p> <p>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.</p>	<p>18. Loss or damage:</p> <ul style="list-style-type: none"> a) by theft unless it involves forcible and violent entry to or exit from a building. b) from a caravan, mobile home or motor home. 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. d) to business equipment. e) to contents in the open. f) if the premises where your contents are temporarily kept are left for more than 60 days in a row without a person residing, living or working there. g) by any cause listed under causes 1-11 which is specifically excluded by that cover.

What is covered	What is not covered
<p>19. Alternative accommodation.</p> <p>While the home cannot be lived in because of loss or damage covered by this policy, we will pay for:</p> <ul style="list-style-type: none"> i. rent payable for which you are legally liable. ii. the reasonable increased cost of alternative accommodation for you and your family and your domestic pets. <p>We will not pay more than 20% of the total limit for contents for any one claim.</p>	<p>19. Loss or damage specifically excluded under the contents standard cover.</p>
<p>20. Documents.</p> <p>Loss or damage by causes 1–11 to documents (other than money) whilst:</p> <ul style="list-style-type: none"> i. within the main building of the home. ii. deposited for safe custody in any bank, safe deposit or bank solicitor's strongroom anywhere in the world. <p>We will not pay more than £500 for any one claim by any other insurance.</p>	<p>20.</p> <ul style="list-style-type: none"> a) Property more specifically insured. b) Property mainly used for business, trade profession or employment purposes.
<p>21. Automatic sum insured increase in total limit for religious festivals and weddings.</p> <p>The contents total limit is automatically increased for gifts and provisions:</p> <ul style="list-style-type: none"> i. during the period 30 days before and 30 days after a recognised religious festival. ii. during the period 30 days before and 30 days after your or your family's wedding. <p>We will not pay more than 10% of the total limit for contents for any one claim.</p>	

What is covered	What is not covered
<p>22. Visitors' personal effects.</p> <p>Loss or damage by causes 1–11 to visitors' personal effects whilst contained within the home.</p> <p>We will not pay more than £500 for each visitor for any one claim.</p>	<p>22. Loss or damage specifically excluded under contents standard cover.</p>
<p>23. Domestic staff's personal effects.</p> <p>Loss or damage by causes 1–11 to domestic staff's personal effects contained within the home.</p> <p>We will not pay more than £500 for each member of domestic staff for any one claim.</p>	<p>23. Loss or damage specifically excluded under contents standard cover.</p>
<p>24. Frozen food.</p> <p>Loss or damage to food in the cold chamber of any refrigerator or deep freeze cabinet which is made unfit for human consumption by:</p> <ul style="list-style-type: none"> i. a change in temperature. ii. contamination by refrigerant or refrigerant fumes. <p>The refrigerator or deep freeze cabinet must be:</p> <ul style="list-style-type: none"> 1. in the home. 2. owned by or the responsibility of you or your family. 	<p>24. Loss or damage resulting from:</p> <ul style="list-style-type: none"> a) the deliberate act of you or your family or any electricity supplier. b) strike, lock-out or industrial dispute. c) property more specifically insured by any other insurance. d) property mainly used for business, trade profession or employment purposes.
<p>25. Jury service.</p> <p>We will pay a benefit to you or your spouse or domestic partner at the rate of £25 per day for each day or part of a day that you or your spouse or domestic partner is called to serve as a juror in a court of law up to a maximum amount of £500.</p>	

What is covered	What is not covered
<p>26. Fatal accident.</p> <p>If you or your domestic partner living with you suffers accidental injury which proves fatal within 12 months of occurrence within the United Kingdom, the Channel Islands or the Isle of Man as a result of:</p> <ul style="list-style-type: none"> i. accident or assault. ii. fire in the home. iii. an accident whilst travelling as a passenger on a public service vehicle. iv. assault in the street during the period of insurance which proves fatal within 12 months of its occurrence. We will pay £5,000 to the deceased's legal personal representative(s). 	<p>26. We will not pay where the person is over the age of 75 years.</p>
<p>27. 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 (including death) of any domestic staff within the United Kingdom, the Channel Islands and the Isle of Man.</p> <p>We will not pay more than £5,000,000 in respect of all compensation (which includes costs and expenses agreed by us in writing) for any claim or series of claims arising from any one event, one source or original cause.</p>	<p>27. Your or your family's legal liability to pay compensation or costs for bodily injury (including death) sustained by any domestic staff when the domestic staff are:</p> <ul style="list-style-type: none"> i. carried in or upon a vehicle. ii. entering, getting onto or alighting from a vehicle where such bodily injury or illness (including death) is caused by or arises out of the use by you or your family of a vehicle. For the purpose of this exception the expressions 'vehicle' and 'use' have the same meaning as in the Road Traffic Act 1998 or similar legislation. iii. loss of or damage to material property belonging to you or your family or under your charge or control. iv. a contractual obligation. v. any caravan whilst being towed. vi. the use of firearms other than sporting guns used for sporting purposes. vii. the use of horses for racing, steeple chasing or hunting. viii. loss or corruption of data directly or indirectly caused by the failure of malfunction of electronic equipment belonging to you or your family or under your charge or control.

What is covered	What is not covered
<p>28. Tenants liability. (applicable if the home is rented)</p> <p>Any amount that you or your family become legally liable to pay as tenant of the home in respect of:</p> <ul style="list-style-type: none"> i. damage to the buildings by any cause specified under buildings standard cover of this policy. ii. accidental damage to cables, drain inspection covers or underground drains, pipes or tanks providing a service to or from the home. iii. accidental breakage of: <ul style="list-style-type: none"> 1) fixed glass in: <ul style="list-style-type: none"> a) windows. b) doors. c) fanlights. d) skylights. e) greenhouses. f) conservatories. g) verandahs. 2) fixed ceramic hobs or hob covers. 3) fixed sanitaryware and bathroom fittings. <p>We will not pay more than 20% of the total limit for contents for any claim or series of claims arising from any one event, one source or original cause.</p>	<p>28. Loss or damage to gates, hedges and fences.</p>
<p>29. Liability to the public.</p> <p>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:</p> <ul style="list-style-type: none"> i. death, bodily injury or illness of any person not an employee of either you or your family. 	<p>29. Legal liability to pay compensation or costs arising from:</p> <ul style="list-style-type: none"> a) any business, trade profession or employment. b) the transmission of any communicable disease or virus by you or your family. c) the ownership, possession or use of any mechanically propelled vehicle (which includes motorcycles, children's motorcycles, children's motor cars, quad bikes, children's quad bikes and mobility scooters) but we

What is covered

ii. damage to property not belonging to or in the custody or control of **you** or **your family** or **domestic staff** and arising from:

- 1) the occupation of the **home** (but not its ownership).
- 2) the private pursuits of **you** or **your family**.
- 3) the employment by **you** or **your family** of **domestic staff**.

We will not pay more than £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, one source or original cause.

What is not covered

will cover liability arising from the ownership, possession or use of lawn mowers or garden implements within the boundaries of the land belonging to the **home**, wheelchairs and models.

- d) the ownership, possession or use of watercraft (which includes sailboards and windsurfers) aircraft, caravans and trailers but **we** will cover liability arising from the ownership, possession or use of model toys and hand or foot propelled watercraft under 5 metres in length and surfboards.
- e) the ownership, possession or use of an animal of a dangerous species or specially controlled dog (as defined in the Animals Act 1971 or any other legislation, including subsequent legislation of similar intent, if applicable).
- f) any action for damages brought in a court outside the United Kingdom, the Channel Islands or Isle of Man.
- g) loss of or damage to material property belonging to **you** or **your family** or under **your** charge or control.
- h) ownership, possession or use of any living creature other than domestic animals.
- i) the ownership or occupation of land or buildings other than the **home**.
- j) a contractual obligation.
- k) the use of firearms other than sporting guns used for sporting purposes.
- l) the use of horses for polo playing, racing, steeplechasing or hunting.
- m) loss or corruption of data directly or indirectly caused by the failure or malfunction of electronic equipment belonging to **you** or **your family** or under **your** charge or control.

What is covered	What is not covered
<p>30. Unrecovered damages.</p> <p>We will pay the amount of any award of damages made in your or your family's favour which:</p> <ul style="list-style-type: none"> i. is in respect of death, bodily injury or illness or damage to property of such nature that you or your family would have been entitled to indemnity under Liability to the Public had you or your family been responsible for the injury or damage. ii. is made by a court within the United Kingdom, the Isle of Man or the Channel Islands. iii. is still outstanding six months after the date on which it is made. iv. is not the subject of an appeal. <p>We will not pay more than £2,000,000 in respect of any one award.</p>	
<p>31. Emergency entry.</p> <p>Loss or damage to the contents caused when the Fire, Police or Ambulance service has to force an entry to the buildings because of an emergency involving you or your family.</p>	

Contents additional cover

Your policy schedule/statement of fact will show if you have selected this cover.

What is covered	What is not covered
<p>32. Accidental loss or damage to contents whilst in the home.</p>	<p>32. Any loss or damage specifically excluded under contents. Standard cover accidental loss or damage:</p> <ul style="list-style-type: none">a) by mechanical or electrical breakdown or failure.b) arising from the cost of remaking any film, disc or tape or the value of any information contained on it.c) caused by or in the process of cleaning, maintenance, repair, dismantling, restoring, altering, dyeing or washing.d) by chewing, scratching, tearing, vomiting or fouling by domestic pets.e) by wear and tear.f) by rot fungus, insects or vermin.g) by the action of light or any ongoing atmospheric or climatic condition.h) by any gradually operating cause.i) to food, drink or plants.j) specifically provided for under contents standard cover.k) to computers or computer equipment:<ul style="list-style-type: none">i. by erasure or distortion of data.ii. by accidental erasure or mislaying or misfiling of documents or records.iii. by viruses.iv. by contamination.l) arising from depreciation in value or by indirect losses which result from the incident that caused you to claim.

What is covered	What is not covered
	<ul style="list-style-type: none"> m) while the home is unoccupied or unfurnished. n) 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 into or exit from the home. o) by any cover listed elsewhere in the contents section and which is specifically excluded by that cover.
<p>33. House removal.</p> <p>Accidental loss or damage to contents whilst in the course of removal by professional removal contractors from the home to any new private residence within the United Kingdom, the Channel Islands or the Isle of Man.</p>	<p>33. Accidental loss or damage:</p> <ul style="list-style-type: none"> a) to money. b) to china, glass, porcelain or any other item of earthenware unless packed by professional removal contractors. c) to jewellery. d) during sea transit. e) whilst the contents are in storage. f) by mechanical or electrical breakdown or failure.

Personal possessions

Your policy schedule/statement of fact will show if **you** have selected this cover.

What are personal possessions?

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 and the items are mainly used for private purposes.

Personal effects

This means clothes and articles of a strictly personal nature likely to be worn, used or carried, for example mp3 players, mobile phones and sports equipment. It does not include **valuables, money** or **pedal cycles**.

Valuables

This means jewellery (including costume jewellery), articles of or containing gold, silver or other precious metals, cameras (which includes video cameras, camcorders and digital cameras), binoculars, watches, furs, paintings and other works of art, collections of stamps, coins and medals.

Money

This means 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, record, book or similar tokens, money orders, travel tickets including season tickets, petrol coupons, gift tokens, phonecards, pre-booked event and entertainment tickets and electronic money cards.

Personal possessions in a bank

A reduced premium rate applies for items permanently kept in a bank or safety deposit facility. **We** must be notified prior to their removal otherwise no cover will be operative when the item(s) are removed.

What is the most we will pay?

We will not pay more than the total limit shown in total for **personal possessions** in **your policy** for any one claim.

NB: The total limit for **personal possessions** is included within the total limit for **contents** cover and is not in addition to it.

The following limits apply:

For money – £500

For theft from an unattended motor vehicle – £1000

For any one unspecified item - £2000 unless the item is specified. When specified, an item is insured up to the amount shown on **your policy** schedule/statement of fact.

What is covered

1. Loss or damage to **valuables, money and personal effects** belonging to **you** or **your family** whilst:
 - i) anywhere in Europe, Jordan, Madeira, the Canary and/or Mediterranean Islands and those countries bordering the Mediterranean.
 - ii) anywhere else in the world for up to 90 days during any **period of insurance**.

What is not covered

1. The amount of the **excess** shown in the schedule/statement of fact
Loss or damage:
 - a) arising from the cost of remaking any film, disc or tape or the value of any information contained on it.
 - b) caused by or in the process of cleaning, dyeing, washing, maintenance, repair, dismantling, restoring or altering.
 - c) caused by chewing, scratching, tearing, vomiting or fouling by domestic pets.
 - d) caused by rot fungus insects or vermin.
 - e) caused by any gradually operating cause or wear and tear.
 - f) to items not in the care, custody or control of **you** or **your family** or an authorised person.
 - g) caused by theft or attempted theft from an unlocked hotel room.
 - h) by depreciation in value or by indirect losses which result from the incident that caused **you** to claim.
 - i) by mechanical or electrical breakdown or failure.
 - j) to watercraft (which includes sailboards and windsurfers), aircraft, caravans, trailers and mechanically propelled vehicles (which includes motorcycles, children's motorcycles, children's motor cars, quad bikes, children's quad bikes and mobility scooters) but lawnmowers, garden implements and wheelchairs, models and toys are covered.
 - k) to parts, accessories, tools and fitted radios, cassette players and compact disc players for the things excluded in (j) above.
 - l) to any property mainly used for business trade profession or employment purpose.
 - m) to plants or any living creature.
 - n) to documents.

What is covered	What is not covered
	<p>o) 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.</p> <p>p) specifically provided for elsewhere in this policy.</p> <p>q) to computers or computer equipment:</p> <ul style="list-style-type: none"> i. by erasure or distortion of data. ii. by accidental erasure or mislaying or misfiling of documents or records. iii. by viruses. iv. by contamination. <p>r) while the home is left unoccupied or unfurnished.</p> <p>s) to property more specifically insured by any other insurance.</p> <p>t) to lottery tickets and raffle tickets.</p> <p>u) theft from motor vehicles unless at the time of the loss or damage:</p> <ul style="list-style-type: none"> – someone aged 16 or over was in the motor vehicle or – the motor vehicle was securely locked and – force and violence were used to get into the motor vehicle and – the items stolen were out of sight in a locked luggage boot, luggage or glove compartment. <p>v) loss or damage from your home if any part of it is occupied by anyone other than you or your family unless there has been forcible and violent entry into or exit from the home.</p>

What is covered	What is not covered
<p>2. Credit card liability.</p> <p>You or your family's liability under the terms of any credit card, cheque 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 residing with you.</p> <p>We will not pay any more than £500 for any one claim.</p> <p>Do not forget to urgently inform the Police and issuing authorities in the event of a loss.</p>	<p>2. Any loss or claim:</p> <p>a) unless you and your family have complied with the terms and conditions of the issuing authority.</p> <p>b) due to accounting errors or omissions.</p>

Pedal cycles

Your policy schedule/statement of fact will show if **you** have selected this cover.

What is covered	What is not covered
<p>1. Loss or damage to pedal cycles belonging to you or your family whilst:</p> <p>i) anywhere in the United Kingdom (unless your schedule/statement of fact shows cover for pedal cycles is restricted to the home only), Europe, Jordan, Madeira, the Canary and/or Mediterranean Islands and those countries bordering the Mediterranean.</p> <p>ii) anywhere else in the world for up to 90 days during any period of insurance.</p>	<p>1. The amount of the excess shown in the schedule/statement of fact</p> <p>Loss or damage:</p> <p>a) to motorised pedal cycles.</p> <p>b) arising from pedal cycles used for racing, pacemaking or testing of any kind or while practicing for any of them.</p> <p>c) by theft of any unattended pedal cycles unless in a locked building or secured by a suitable locking device to a permanent structure or motor vehicle.</p> <p>d) to accessories or parts of pedal cycles unless the pedal cycle is stolen or damaged at the same time.</p> <p>e) caused by a gradually operating cause, wear and tear or loss of value.</p>

What is covered	What is not covered
	f) caused by rot, fungus or insects. g) caused by or in the process of cleaning, dyeing, washing, maintenance, repair, dismantling, restoring or altering. h) by mechanical breakdown. i) by depreciation in value or by indirect losses which result from the incident that caused you to claim.

Buildings standard cover

Your policy schedule/statement of fact will show if **you** have selected this cover.

What is the most **we** will pay?

We will not pay in total more than the total limit shown for **buildings** in **your policy** schedule/statement of fact for any one claim under causes 1–11. For covers 13, 14, 17, 18 and 20, we will pay up to the **buildings** total limit and for covers 12, 15, 16 and 19, **we** will pay up to the limits shown.

What is covered	What is not covered
Loss or damage to the buildings by the following causes:	The amount of the excess shown in the schedule/statement of fact except for cover 19.
1. Storm or flood. Storm means very windy conditions accompanied by heavy rain, hail or snow. Heavy rain alone does not constitute a storm.	1. Loss or damage: a) by subsidence, ground heave or landslip. b) to gates, hedges, fences, drives or paths. c) to radio, television, aerials or satellite dishes. d) by frost.

What is covered	What is not covered
<p>2. Escape of water from or frost damage to:</p> <ul style="list-style-type: none"> i. a fixed: <ul style="list-style-type: none"> a) water installation. b) drainage installation. c) heating installation. ii. a washing machine, dishwasher, water bed, refrigerator or deep freezer cabinet. <p>We will also pay the necessary reasonable costs that you incur in locating the source of the damage including the reinstatement of any wall, floor or ceiling removed or damaged during the search but we will not pay more than £1,000 for locating the source of damage for any one claim.</p> <p>Damage caused by the escape of water is covered but damage to the items themselves is only covered if the insured cause or cover is operative.</p>	<p>2. Loss or damage</p> <ul style="list-style-type: none"> a) while the home is unoccupied or unfurnished. b) by subsidence, ground heave or landslip c) by dry rot.
<p>3. 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.</p> <p>We will also pay the necessary and reasonable costs that you incur in locating the source of the damage including the reinstatement of any wall, floor or ceiling if removed or damaged during the search but we will not pay more than £1,000 for locating the source of damage for any one claim.</p> <p>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.</p>	<p>3. Loss or damage while the home is unoccupied or unfurnished.</p>

What is covered	What is not covered
<p>4. Subsidence or ground heave of the site on which the buildings stand or landslip.</p> <p>Damage to your home caused by the ground moving is covered whether this movement is downwards due to subsidence, upwards due to heave or sideways due to landslip. Subsidence is the downward movement of a building foundation caused by loss of support of the site beneath the foundations. This is usually associated with volumetric changes in the subsoil and is covered by the policy. Settlement is movement due to the distribution or re-distribution loading and stresses within the various elements of construction. This usually occurs in the early stages of the life of the building, it is not normally a continuing problem and is not covered by the policy.</p>	<p>4. Loss or damage:</p> <ul style="list-style-type: none"> a) caused by normal settlement, shrinkage or expansion. b) resulting from coastal or river bank erosion. c) arising from construction, structural alteration, repair or demolition. d) arising from the use of defective materials, defective design or faulty workmanship. e) to boundary and garden walls, terraces, gates, hedges and fences, paths and drives, patios, tennis hard courts and swimming pools unless the home has been damaged at the same time by the same cause. f) to or resulting from movement of solid floor slabs and non load-bearing walls unless the foundations beneath the load-bearing walls of the home are damaged at the same time by the same cause. g) the amount of the excess shown in the schedule/statement of fact for subsidence, heave and landslip.
<p>5. Theft or attempted theft.</p>	<p>5. Loss or damage while the home is unoccupied or unfurnished.</p> <p>Loss or damage when your home is occupied by anyone other than you or your family unless force and violence has been used to get into your home.</p>
<p>6. Collision by:</p> <ul style="list-style-type: none"> i. aircraft. ii. aerial devices. iii. road or rail vehicles. iv. animals. <p>(or anything dropped from them).</p>	<p>6. Loss or damage caused by:</p> <ul style="list-style-type: none"> a) domestic pets. b) insects.

What is covered	What is not covered
7. Falling trees or branches.	7. a) The cost of removal if the fallen tree or branch has not caused damage to the buildings . b) loss or damage caused during tree felling, lopping or topping.
8. Breakage or collapse of: i. satellite dishes. ii. television or radio aerials, aerial fittings or masts. iii. lampposts. iv. telegraph poles. v. electricity pylons, poles or overhead cables.	8. Loss or damage to the items themselves. Certain items may be covered under the contents standard cover section.
9. Fire, smoke, explosion, lightning, earthquake.	9. Smoke damage arising gradually out of repeated exposure.
10. Malicious persons or vandals.	10. Loss or damage while the home is unoccupied or unfurnished .
11. Riot, civil commotion, strikes, labour and political disturbances.	

What is covered	What is not covered
<p>12. Debris removal and buildings fees.</p> <p>Necessary expenses for rebuilding or repairing the buildings as a result of damage covered by buildings standard cover for:</p> <ul style="list-style-type: none"> i. architects, surveyors, consulting engineers and legal fees. ii. the cost of clearing debris from the site or demolishing or shoring up the buildings. iii. the cost to comply with government or local authority requirements. <p>We will not pay more than 10% of the total limit for buildings for any one claim.</p>	
<p>13. Service pipes and cables.</p> <p>Accidental damage to:</p> <ul style="list-style-type: none"> i. cables. ii. drain inspection covers. iii. underground drains, pipes or tanks providing services to or from the home and for which you are responsible. <p>We will also pay up to £1,000 for any one claim for necessary and reasonable costs that you incur in locating the source of the damage including the reinstatement of any wall, drive, fence or path removed or damaged during the search.</p>	<p>13. If it is discovered that the cause is not accidental damage then unless one of the other causes is operative there will be no cover.</p> <p>Cover for accidental loss of metered water may apply under contents standard cover cause 16.</p> <p>Damage by any cover listed elsewhere in the buildings section which is specifically excluded under that cover.</p> <p>Damage caused by a coast or riverbank being worn away.</p> <p>Damage caused by or from demolition, alteration or repair to your home.</p> <p>Damage caused by or from poor or faulty design, workmanship or materials.</p>

What is covered	What is not covered
<p>14. Glass and sanitaryware.</p> <p>Accidental breakage of:</p> <ul style="list-style-type: none"> i. fixed glass in: <ul style="list-style-type: none"> a) windows. b) doors. c) fanlights. d) skylights. e) greenhouses. f) conservatories. g) verandas. ii. fixed ceramic hobs or hob covers. iii. fixed sanitaryware and bathroom fittings. 	<p>14. a) Loss or damage while the home is unoccupied or unfurnished.</p> <p>b) Damage to property that does not form part of the home.</p>
<p>15. Replacement of locks.</p> <p>We will pay for the cost of replacing keys and locks or lock mechanisms to:</p> <ul style="list-style-type: none"> i. external doors and windows of the home, following the theft of their keys. ii. a safe within or an alarm protecting the home following the theft of their keys. <p>We will not pay more than £250 for any one claim.</p>	<p>15. The cost of replacing keys and locks to a garage or outbuilding.</p> <p>We will only pay under contents standard cover or buildings standard cover if both sections are insured for any one claim.</p>

What is covered	What is not covered
<p>16. Alternative accommodation.</p> <p>While the home cannot be lived in because of loss or damage covered under buildings standard cover.</p> <p>We will pay for:</p> <ol style="list-style-type: none"> i. the reasonable increased cost of alternative accommodation for you and your family and your domestic pets or ii. the amount of rent you and your family lose. <p>We will not pay more than 20% of the total limit for buildings for any one claim.</p>	
<p>17. Emergency entry.</p> <p>Loss or damage to the buildings caused when the fire, police or ambulance service has to force an entry to the buildings because of an emergency involving you or your family.</p>	
<p>18. Contracting purchaser.</p> <p>If you have contracted to sell the home the purchaser shall have the full protection of your policy in respect of the buildings up to the date of completion of the purchase, as long as the home is not covered by any other insurance.</p>	
<p>19. Property owner's liability.</p> <p>Any amount that you or your family become legally liable to pay as compensation (including claimant's costs and expenses) arising from your ownership (but not occupation) of the premises which causes accidental bodily injury including death, disease and injury to any person or damage to property.</p> <p>We will not pay more than £2,000,000 (including costs and expenses agreed by us in writing) for any claim or series of claims arising from any one event or one source or original cause.</p>	<p>19. Your legal liability to pay compensation arising directly or indirectly from:</p> <ol style="list-style-type: none"> a) an agreement which imposes a liability on you which you would not be under in the absence of such agreement. b) the use or occupation of the home for any business trade, profession or employment. c) death or bodily injury, illness or disease to any person who is a member of your family residing with you or any person under a contract of service.

What is covered	What is not covered
	<ul style="list-style-type: none"> d) damage to property belonging to or under the control of you or a member of your family permanently residing with you. e) death, bodily injury or damage caused by lifts, hoists or vehicles other than motorised gardening equipment. f) defective work carried out by you or your family or on your behalf to any private residence within the United Kingdom, the Isle of Man or the Channel Islands disposed of by you or your family before the occurrence of bodily injury or damage in connection with such private residence. g) if you are entitled to indemnity under another insurance policy. h) arising more than seven years after this policy has expired or been cancelled. i) for the cost of rectifying any fault or alleged fault.

Buildings additional cover

Your policy schedule/statement of fact will show if you have selected this cover.

What is covered	What is not covered
<p>20. Accidental damage to the buildings.</p>	<p>20. Accidental damage:</p> <ul style="list-style-type: none"> a) specifically excluded under buildings standard cover. b) by frost. c) by wear and tear or gradually developing deterioration, settlement or shrinkage of the buildings. d) by fungus, insects or vermin, wet or dry rot. e) by chewing, scratching, tearing, vomiting or fouling by domestic pets. f) by mechanical or electrical breakdown or failure.

What is covered	What is not covered
	<ul style="list-style-type: none">g) specifically covered elsewhere in this policy.h) arising from the alteration or extension of the buildings or the cost of maintenance or routine decoration.i) arising from faulty workmanship, defective design or use of defective materials.j) whilst the home is unoccupied or unfurnished.k) when your home is occupied by anyone other than you or your family.l) caused by a coast or riverbank being worn away.

Home Legal Expenses (Optional)

Please note – This optional cover only applies if it is shown on **your** policy schedule/statement of fact.

This insurance policy is managed and provided by Arc Legal Assistance Limited and is underwritten by Ageas Insurance Limited, on whose behalf **we** act.

The insurance covers **advisers' costs** and other costs and expenses as detailed under the separate sections of cover, up to the **limit of indemnity** which is £50,000 where:

- a) The **insured incident** takes place within the period of insurance and within the **territorial limits**, and
- b) The **legal action** takes place in the territorial limits.
- c) Where there is reasonable prospects of success (see page 51 for more information)

Once **your** claim has been accepted, **we** will appoint one of **our** panel of solicitors, or their agents, to handle **your** case. Should **you** wish to appoint **your** own adviser, you can only do so once court proceedings are issued or a **conflict of interest** arises and **you** must obtain approval from us before proceeding. If **you** do not obtain **our** approval **your** claim will be rejected. Where **we** agree to **your** own choice of **adviser** **you** will be liable to pay any **advisers' costs** over and above **our standard advisers' costs**.

Definitions

Throughout this legal expenses policy, certain words and phrases have special meanings and these are explained below:

Adviser

Our specialist panel of solicitors or their agents appointed by **us** to act for **you**, or, where agreed by **us**, another legal representative nominated by **you**.

Advisers' costs

Legal and accountancy fees and costs incurred by the **adviser**. Third party's costs shall be covered if awarded against **you**.

Conflict of interest

There is a **conflict of interest** if **we** administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.

Contract of Employment

A contract of service, whether express or implied, and (if it is express) whether oral or in writing.

Employee

An individual who has entered into or works under (or, where the employment has ceased, worked under) a **Contract of Employment**.

H M Revenue and Customs full enquiry

An extensive examination by HM Revenue & Customs under section 9A of the Taxes Management Act 1970 into all aspects of **your** PAYE income or gains.

Insured incident

The incident or the first of a series of incidents which may lead to a claim under this insurance. Only one insured incident shall be deemed to have arisen from all causes of action, incidents or events that are related by cause or by time.

In a claim arising from an **H M Revenue and Customs full enquiry**, the **insured incident** shall be deemed to be the date H M Revenue and Customs issue a formal notice to you notifying of a full enquiry into **your** non-business affairs.

Insured period

This policy will run concurrently with **your** home insurance policy for a maximum of 12 months. If **you** arranged this policy after the start date of **your** home insurance policy, cover will be provided from the date **you** bought it and will end on the expiry of **your** home insurance policy.

Insurance provider

Ageas Insurance Limited.

Legal action(s)

The pursuit or defence of civil legal cases for damages or injunctions, or the defence of motor prosecutions.

Limit of indemnity

The maximum amount payable in respect of an **insured incident**.

Standard advisers' costs

The level of **advisers' costs** that would normally be incurred in using a nominated **adviser** of **our** choice.

Territorial limits

- Contract pursuit and defence, personal injury and clinical negligence sections of cover: European Union.
- All other areas of cover: Great Britain, Northern Ireland, Channel Islands and the Isle of Man.

Unfurnished - A home with not enough furniture to be fully lived in.

Unoccupied - A home not lived in or not intended to be lived in for more than 60 days.

We/us/our - Arc Legal Assistance Ltd.

You/your – The persons named on the home policy schedule/statement of fact, residing at the property being insured, together with members of the family permanently residing there.

If **you** die **your** personal representatives will be covered to pursue or defend cases covered by this insurance on **your** behalf that arose prior to **your** death.

How to make a claim

As soon as **you** have a legal problem that **you** may require assistance with under this insurance, **you** should telephone the legal claims number on 0345 840 0097 and quote 'Castle Cover Home Legal Expenses'.

Specialist solicitors are at hand to help **you**. If **you** need a solicitor or accountant to act for **you** and **your** problem is covered under this insurance, the helpline will ask **you** to complete and submit a claim form online by visiting www.arclegal.co.uk/informationcentre.

Alternatively, they will send a claim form to **you**. If **your** problem is not covered under this insurance, the helpline may be able to offer **you** assistance under a private funding arrangement.

In general terms, **you** are required to immediately notify **us** of any potential claim or circumstances which may give rise to a claim. If **you** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the legal claims number.

What is covered

Contract pursuit and contract defence

What is insured

- **Adviser's costs** to pursue a **legal action** following a breach of a contract **you** have for buying or renting goods or services for **your** private use. This includes the purchase of **your** main home.
- **Adviser's costs** to defend a **legal action** brought against **you** following a breach of a contract **you** have for selling goods (in a private capacity) for the private and personal use of another person. This includes the sale of **your** main home.

What is not insured

Claims:

- Where the breach of contract occurred within the first 90 days after **you** first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.
- Involving a vehicle owned by **you** or which **you** are legally responsible for.
- In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.

Personal injury

What is insured

Adviser's costs to pursue a **legal action** for financial compensation for damages following an accident resulting in **your** personal injury or death against the person or organisation directly responsible.

What is not insured

Claims:

- Arising from medical or clinical treatment, advice, assistance or care.
- For stress, psychological or emotional injury unless it arises from you suffering physical injury.
- For illness, personal injury or death which are caused gradually or are not caused by a specific event.
- Involving a vehicle owned or driven by **you**.

Clinical negligence

What is insured

Adviser's costs to pursue a **legal action** for financial compensation for damages following clinical negligence resulting in **your** personal injury or death against the person or organisation directly responsible.

What is not insured

Claims:

- For stress, psychological or emotional injury unless it arises from you suffering physical injury.

Employment disputes

What is insured

Standard **advisers' costs** to pursue a **legal action** brought before an employment tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man) against an employer or ex-employer for breach as an employee of **your**:-

- (a) **contract of employment**; or
- (b) legal rights under employment laws.

What is not insured

Claims:

- Where the breach of contract occurred within the first 90 days after

you first purchased this insurance or purchased similar insurance which expired immediately before this insurance began.

- For **adviser's costs** of any disciplinary, investigatory or grievance procedure connected with **your Contract of Employment** or the costs associated with any settlement agreement.
- Where the breach of contract is alleged to have commenced or to have continued after termination of **your** employment.
- For an allegation of less favourable treatment between men and women in terms of pay and conditions of employment.
- For **adviser's costs** awarded by an employment or employment appeals tribunal that **you** are ordered or agree to pay.

Property protection

What is insured

- **Adviser's costs** to pursue a **legal action** for nuisance or trespass against the person or organisation infringing **your** legal rights in relation to your main home. This section does not extend to divorce or matrimonial matters.
- **Adviser's costs** to pursue a **legal action** for financial compensation for damages against a person or organisation that causes physical damage to **your** main home. The damage must have been caused after **you** first purchased this insurance.

What is not insured

Claims:

- Where the nuisance or trespass started within 90 days of the first purchase of this insurance or the purchase of similar insurance which expired immediately before this insurance began
- In respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.

This cover will not apply whilst your main home is **Unoccupied** or **Unfurnished**.

Tax investigation

What is insured

Adviser's costs incurred by an accountant if **you** are subject to an **H M Revenue and Customs** full enquiry into **your** personal income tax position.

This cover applies only if **you** have:

- a. Maintained proper, complete, truthful and up to date records.
- b. Made all returns at the due time without having to pay any penalty.
- c. Provided all information that the **H M Revenue and Customs** reasonably requires.

What is not insured

Claims:

- Where deliberate misstatements or omissions have been made to the authorities. In this event, **you** will be liable to pay all costs and fees.
- Where the Special Compliance Officer is investigating **your** affairs
- For accountancy fees which relate to **your** business trade or profession.
- In respect of income or gains which have been under-declared because of false representations or statements by **you**.
- For adviser's costs awarded by an employment tribunal or employment appeals tribunal that **you** are ordered to or agree to pay.
- For **adviser's costs** arising after **you** receive a notice telling you that the enquiry has been completed.
- For enquiries into aspects of **your** tax return (aspect enquiries).

Motor prosecution defence

What is insured

- **Advisers'** costs to defend an action in respect of a motoring offence, arising from **your** use of a vehicle. Pleas in mitigation are covered where there is a reasonable prospect of such a plea materially

affecting the likely outcome of the action and when it is in the public interest to do so. Support for such pleas is solely at the discretion of **us**.

What is not insured

Claims:

- For alleged road traffic offences where **you** did not hold or were disqualified from holding a license to drive or are being prosecuted for driving whilst under the influence of drink or non prescribed drugs or prescription medication where **you** have been advised by a medical professional not to drive.
- For **adviser's costs** where **you** are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy.
- For parking offences which **you** do not get penalty points on **your** licence for.

Total legal - additional legal services

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

- Routine conveyancing costs arising from the sale or purchase of the home and re-mortgaging.
- Divorce and child custody issues.
- Wills and probate.

To help **you** deal with these and other matters which may arise **we** are

able to give **you** access to discounted legal services provided by **us** in partnership with **our** panel of solicitors. **Our** panel of solicitors are one of the country's leading law firms with expertise in all areas where assistance is likely to be required.

If **you** would like to make use of the service please contact 0345 840 0097 and quote "Castle Cover Home Legal Expenses" for an initial telephone consultation which will be provided at no cost to **you**. **Our** panel of solicitors will give **you** a quotation for the likely cost of their representation and it will then be **your** decision whether you appoint them to act for **you**.

The Arc legal document service

As part of your Legal Expenses Insurance policy, **you** have access to a range of free legal documents that may help you resolve any legal issue you may have.

The variety of legal documents available cover disputes relating to many topics, including:

- Debt and arrears
- Holiday and travel
- Motoring issues
- Probate
- Wills

The service gives **you** peace of mind that if **you** are faced with a legal issue, **you** may be able to solve the dispute without having to pursue a claim.

For full details of the documents available and information on how to obtain them, please contact ageaslegaldocs@arclegal.co.uk.

General Exclusions

1. There is no cover where

- The **insured incident** began to start or had started before **you** bought this insurance.

- **You** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed.
- An estimate of **your advisers' costs** of acting for **you** is more than the amount in dispute.
- **You** fail to give proper instructions to **us** or the **adviser** or fail to respond to a request for information or attendance by the **adviser**.
- Something **you** do or fail to do prejudices **your** position or the position of the **insurance providers** in connection with the **legal action**.
- **Advisers' costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which **we** have given **our** prior written approval.

2. There is no cover for

- **Advisers' costs** or any other costs incurred in avoidable correspondence or which are recoverable from a court, tribunal or other party or which are not necessary.
- The amount of **advisers' costs** in excess of **our standard advisers' costs** where **you** have decided to use an **adviser** of **your** own choice.
- Claims over loss or damage where that loss or damage is covered under another insurance.
- Claims made by or against **your** insurance advisor, the **insurance providers**, the **adviser** or **us**.
- Any claim **you** make which is false, fraudulent or exaggerated.
- Defending **legal actions** arising from anything **you** did deliberately or recklessly.
- Appeals without the prior written consent of **us**.
- The costs of any legal representative other than those of the **adviser** prior to the issue of court proceedings or a **conflict of interest** arising.
- Any costs which **you** incur and wish to recover which **you** cannot substantiate with documentary evidence.
- **Advisers' costs** if **your** claim is part of a class action or will be

affected by or will affect the outcome of other claims.

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

- Patents, copyrights, trademarks, merchandise marks, service marks, registered designs, intellectual or artistic property, secrecy or confidentiality agreements and passing off.
- Planning law.
- Constructing buildings or altering their structure.
- Libel, slander or verbal injury.
- A dispute between **you** and someone **you** live with or have lived with.
- A lease or licence to use property or land.
- A venture for gain by **you** or **your** business partners.
- A dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled.
- An application for a judicial review.
- A dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **you**.
- Mining or quarrying.
- Subsidence – the downward movement of the site on which buildings are situated by a cause other than the weight of the buildings themselves.
- Heave – the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground.
- Landslip – the sudden movement of soil on a slope or gradual creep of a slope over a period of time.

Conditions

1. Cancellation

Cancellation within 14 days of buying this policy

You have 14 days from either the purchase date of the policy or the date **you** receive the policy document (whichever date is later) to cancel this cover. **You** can cancel by writing to Castle Cover or phoning Castle

Cover on 0800 519 10 20. Providing a claim has not been made, a full refund of **your** premium will be provided. If a claim has been made **you** will not be entitled to a refund.

Cancellation after the 14 days

Cancellation can take place immediately or at a later date by phoning Castle Cover on 0800 519 10 20. If no claims have been made during the insured period, Castle Cover will refund a percentage of the premium paid in proportion to the period of insurance left unused. If a claim has been made **you** will not be entitled to a refund.

If **you** breach the terms of this policy **we**, Castle Cover or anyone **we** authorise, may cancel the insurance by giving seven days notice in writing to **you** at the address shown on the schedule/statement of fact, or alternative address provided by you. No refund of premium shall be made.

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

- Where **we** have a reasonable suspicion of fraud.
- **You** use threatening or abusive behaviour or language or intimidation or bullying of our staff or suppliers.

2. Claims

- a) **You** must notify us as soon as possible and within a maximum of 180 days once **you** become aware of the insured incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, our position has been prejudiced. To report a claim **you** must follow the instructions under 'How to make a claim' on page 46.
- b) **We** shall appoint the **adviser** to act on **your** behalf.
- c) **We** may investigate the claim and take over and conduct the **legal action** in **your** name. Subject to **your** consent which must not be unreasonably withheld, **we** may reach a settlement of the **legal action**.
- d) **You** must supply at **your** own expense all of the information which **we** require to decide whether a claim may be accepted. If court proceedings are issued or a conflict of interest arises, and **you** wish to nominate a legal representative to act for **you**, **you** may do so. Where

you have elected to use a legal representative of **your** own choice **you** will be responsible for any **advisers' costs** in excess of our **standard advisers' costs**. The adviser must represent **you** in accordance with our standard conditions of appointment available on request.

If **we** cannot reach an agreement with the **adviser** over the terms of their appointment, the Law Society will be asked to nominate another legal representative and this nomination shall be binding.

e) The **adviser** must:

- i.) Provide a detailed view of your prospects of success including the prospects of enforcing any judgment obtained without charge.
- ii.) Keep us fully advised of all developments and provide such information as **we** may require.
- iii.) Keep us regularly advised of **advisers' costs** incurred.
- iv.) Advise **us** of any offers to settle and payments in to court. If against **our** advice such offers or payments are not accepted there shall be no further cover for **advisers' costs** unless **we** agree in **our** absolute discretion to allow the case to proceed.
- v.) Submit bills for assessment or certification by the appropriate body if requested by **us**.
- vi.) Attempt recovery of costs from third parties.
- vii.) Agree with **us** not to submit a bill for **advisers' costs** to the insurance providers until conclusion of the **legal action**.

f) In the event of a dispute arising as to **advisers' costs** **we** may require **you** to change **adviser**.

g) Insurance providers shall only be liable for costs for work expressly authorised by **us** in writing and undertaken while there are prospects of success as defined under condition 4.

h) **You** shall supply all information requested by the **adviser** and **us**.

i) **You** are responsible for any **advisers' costs** if **you** withdraw from the

legal action without our prior consent. Any costs already paid under this insurance will be reimbursed by **you**.

j) **You** must instruct the **adviser** to provide **us** with all information that **we** ask for and report to **us** as **we** direct at their own cost.

3. Disputes

Subject to **your** right to refer a complaint to the Financial Ombudsman Service see 'How to make a complaint' on page 54, any dispute between **you** and **us** may, where the parties agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

4. Prospects of success

At any time **we** may form the view that **you** do not have a more than 50% chance of winning the case and achieving a positive outcome. If so, **we** may decline support or any further support. In forming this view **we** may consider

- a) The amount of money at stake.
- b) Whether a person without legal expenses insurance would wish to pursue or defend the matter.
- c) The prospects of being able to enforce a judgment.
- d) Whether **your** interests could be better achieved in another way.

5. English law

This (contract/policy) will be governed by English law, and **you** and **we** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales (unless you live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction).

6. Language

The language for contractual terms and communication will be English.

7. Contracts (Rights of Third Parties) Act 1999

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

8. Other Insurances

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

9) Fraud

In the event of fraud, **we**:

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

Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Our FCA Register number is 305958. You can check this on the FCA's register by visiting the website www.fca.org.uk/register

Ageas Insurance Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered in England and Wales no 354568.

IPT

Insurance Premium Tax, also known as IPT, is an indirect tax levied by the government on all insurance premiums, and is included in the premium **you** pay.

How to make a complaint

If **you** are unhappy with the service that has been provided by Castle Cover (including information or documentation issued to **you**), **you** should contact Castle Cover as follows:

In writing:

Customer Relations Manager,
Castle Cover,
Deansleigh House,
Deansleigh Road,
Bournemouth,
Dorset,
BH7 7DU

By phone: 0800 519 1020

Or by email: customerrelations@castlecover.co.uk

If **your** complaint is about the service provided by Arc Legal Assistance Limited, **you** can contact them in the following ways:

In writing:

Arc Legal Assistance Limited,
PO Box 8921,
Colchester,
CO4 5YD

By phone: 01206 615 000

Or by email: customerservice@arclegal.co.uk

Arc Legal Assistance Limited/Castle Cover will try to resolve **your** complaint by the end of the third working day and they will send **you** a summary resolution letter. If they are unable to do this, they will write to **you** within five working days to let **you** know what they are doing to resolve **your** complaint and let **you** know who is dealing with the matter. Within eight weeks of them receiving **your** complaint, **you** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided.

You have the right to ask the Financial Ombudsman Service to review **your** complaint, free of charge, if for any reason **you** are still dissatisfied with either the summary resolution or final response letter, or if Arc Legal Assistance Limited/Castle Cover have not issued a final response within eight weeks from **you** first raising the complaint. However, **you** must do so within six months of the date of the summary resolution or final response letter.

You can contact the Financial Ombudsman Service as follows:

In writing:

Financial Ombudsman Service,
Exchange Tower,
London,
E14 9SR

By phone: 0800 023 4567 or 0300 123 9123

Or by email: complaint.info@financial-ombudsman.org.uk

Web: www.financial-ombudsman.org.uk

Please note that if **you** do not refer your complaint within the six months, the Ombudsman will not have Arc legal Assistance Limited's or Castle Cover's permission to consider **your** complaint and therefore will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances.

Following the above complaints procedure does not affect **your** right to take legal proceedings.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). If **we** fail to carry out **our** responsibilities under this policy, **you** may be entitled to compensation from the Financial Services Compensation Scheme. Information about the scheme is available at www.fscs.org.uk or by phone on 0800 678 1100 or 020 7741 4100.

Garden Cover (Optional)

Your policy schedule/statement of fact will show if **you** have selected this cover.

The Insurer

UK General Insurance Ltd on behalf of Great Lakes Insurance SE. Great Lakes Insurance SE is a German insurance company with its headquarters based at Königinstrasse 107, 80802 Munich. UK Branch office: Plantation Place, 30 Fenchurch Street, London, EC3M 3AJ. UK General Insurance Limited is authorised and regulated by the Financial Conduct Authority. Firm Reference Number 310101. Great Lakes Insurance SE, UK Branch, is authorised by Bundesanstalt für Finanzdienstleistungsaufsicht and is subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority, number 769884. Details about the extent of their regulation by the Financial Conduct Authority and Prudential Regulation Authority are available on request.

Throughout this section, **your** Garden Cover policy has certain words and phrases which have special meaning and these are explained below:

Accidental damage

Damage caused as a direct result of a single unexpected event.

Computer virus

A set of corrupting, harmful, or otherwise unauthorised instructions or code, whether these have been introduced maliciously or otherwise, and multiply themselves through a computer system or network of whatsoever nature.

Electronic data

Facts, concepts and information stored to form useable data for communications, interpretations, or processing by electronic or electromechanical data processing or other electronically controlled hardware, software and other coded instructions for the processing and

manipulation of data, or the direction and manipulation of such hardware.

Family

Your domestic partner, children, domestic staff and any other person all permanently residing with **you** and not paying a commercial rent.

Home

The private residence shown in **your** policy schedule/statement of fact.

Storm

Means a weather event which occurs in the local vicinity of **your home**, where winds reach a gust strength of 47 miles per hour or greater, as recorded by WeatherNet.

You/Your

The person or persons named in the schedule/statement of fact as the policyholder.

We/Us/Our

UK General Insurance Ltd on behalf of Great Lakes Insurance SE.

What is covered

Loss or damage to fences, gates, hedges, lawns, patios, ponds, rockeries and walls that **you** own and are kept within the boundaries of **your home** caused by:

1. **storm**;
2. flood;
3. lightning or explosion;
4. theft;
5. fire;
6. television aerials, satellite dishes and tiles falling from the building.
7. malicious damage caused by any person other than **you** or **your family**;
8. **accidental damage** caused by any person other than **you** or **your family**;
9. branches falling from trees;
10. wild animals.

Loss of trees and plants that **you** own and are kept within the boundaries of **your home** caused by:

1. theft.

We will not pay more than £750 for any claim or series of claims arising from any one event or one source or original cause.

What is not covered

1. **You** will pay the first £50 of all claims.
2. Loss or damage to trees or plants not caused by theft.
3. Damage caused by domestic animals, birds or pets.
4. Damage caused by frost.
5. Damage caused by subsidence, landslip or heave.
6. Damage caused by light or atmospheric conditions.
7. Damage caused by climatic conditions.
8. Damage caused by insects or vermin.
9. Damage caused by rot, mildew, fungus or poisoning.
10. Property being confiscated or destroyed by any government, public or local authority.
11. Liability of any kind.
12. Loss or damage to fish/other creatures/animals.
13. Loss or damage caused in connection with **your** trade or business profession.
14. Any items covered by any other insurance.
15. Damage caused by wear and tear, corrosion, mechanical or electrical breakdown, or any cause that happens gradually.

General Exclusions

We will not pay for:

Electronic Data

Any consequence, howsoever caused, including but not limited to computer virus in electronic data being lost, destroyed, distorted, altered, or otherwise corrupted.

Radioactive Contamination

Any direct or indirect consequence of:

- Irradiation, or contamination by nuclear material; or
- The radioactive, toxic, explosive or other hazardous or contaminating properties of any radioactive matter; or
- Any device or weapon which employs atomic or nuclear fission or fusion or other comparable reaction or radioactive force or matter.

War Risks

Any direct or indirect consequence of war, civil war, invasion, acts of foreign enemies (whether war be declared or not), rebellion, revolution, insurrection, military or usurped power, or confiscation, nationalisation, requisition, destruction of or damage to property by or under the order of any government, local or public authority.

Terrorism

Any direct or indirect consequence of terrorism as defined by the Terrorism Act 2000 and any amending or substituting legislation.

Cancelling your cover

You will have 14 days from the date of purchase or receiving the policy document to cancel this policy with a full refund of premium (providing no claims have been made). In order to cancel, please telephone the Customer Services number 0800 519 10 20 or write to Customer Services, Castle Cover, Deansleigh House, Deansleigh Road, Bournemouth BH7 7DU. **You** can also cancel **your** policy at any other time and **you** will receive a partial refund of premium proportionate to the unexpired period of **your** policy providing **you** have not made a claim.

We can cancel this insurance by giving **you** 14 days' notice in writing where there is a valid reason for doing so. Castle Cover will send a cancellation letter to **your** last known address and will set out the reason for cancellation in this letter. Valid reasons may include but are not limited to:

- Where Castle Cover have been unable to collect a premium payment. In this case Castle Cover will contact **you** in writing requesting payment by a specific date. If Castle Cover do not receive payment by this date they will write to **you** again notifying **you** that payment has not been received and giving **you** 21 days'

notice of a final date for payment. This letter will also notify **you** that if payment is not received by this date **your** policy will be cancelled. If payment is not received by that date Castle Cover will cancel **your** policy with immediate effect and notify **you** in writing that such cancellation has taken place;

- Where **you** are required in accordance with the terms of this policy to co-operate with **us**, or send **us** information or documentation and **you** fail to do so in a way that materially affects **our** ability to process a claim, or **our** ability to defend our interests. In this case Castle Cover may issue a cancellation letter and will cancel **your** policy if **you** fail to co-operate with **us** or provide the required information or documentation by the end of the cancellation notice period;
- Where **we** reasonably suspect fraud; or
- Due to the use of threatening or abusive behaviour or language, or intimidation or bullying of staff or suppliers.

UK General Insurance Ltd Privacy Notice

We are UK General Insurance Ltd, referred to as “we/us/our” in this notice. Our data controller registration number issued by the Information Commissioner’s Officer is Z7739575.

This privacy notice is relevant to anyone who uses our services, including policyholders, prospective policyholders, and any other individuals insured under a policy. We refer to these individuals as “you/your” in this notice.

We are dedicated to being transparent about what we do with the information that we collect about you. We process your personal data in accordance with the relevant data protection legislation.

Why do we process your data?

The provision of your personal data is necessary for us to administer your insurance policy and meet our contractual requirements under the policy. You do not have to provide us with your personal data, but we may not be able to proceed appropriately or handle any claims if you decide not to do so.

What information do we collect about you?

Where you have purchased an insurance policy through one of our agents, you will be aware of the information that you gave to them when taking out the insurance. The agent will pass your information to us so that we can administer your insurance policy. For specific types of insurance policies, for example when offering you a travel insurance policy, we may process some special categories of your personal data, such as information about your health. We have a legitimate interest to collect this data as we are required to use this information as part of your insurance quotation or insurance policy with us. We may also process the data where it is necessary for a legal obligation, or as part of the establishment or defense of a legal claim.

UK General’s full privacy notice

This notice explains the most important aspects of how we use your data. You can get more information about this by viewing our full privacy notice online at: ukgeneral.com/privacy-notice or request a copy by emailing us at: dataprotection@ukgeneral.co.uk. Alternatively, you can write to us at: Data Protection, UK General Insurance Ltd, Cast House, Old Mill Business Park, Gibraltar Island Road, Leeds, LS10 1RJ.

Garden claim notification

To make a claim, please contact the garden claims telephone number: **0800 952 7702**.

How to complain

If **you** are unhappy with the service that has been provided by Castle Cover (including information or documentation issued to **you**), **you** should contact Castle Cover at the address below, please contact them in writing quoting **your** policy number as follows:

In writing:

Customer Relations Manager,
Castle Cover,
Deansleigh House,
Deansleigh Road,
Bournemouth,
Dorset,
BH7 7DU
By phone: 0800 519 1020

By email: customerrelations@castlecover.co.uk

If **your** complaint is about the policy or the service provided by Direct Group, **you** can contact them in the following ways:

In writing:

Customer Relations Team,
PO Box 1193,
Doncaster,
DN1 9PW
By phone: 0800 952 7702

Castle Cover/Direct Group will try to resolve **your** complaint by the end of the third working day will send **you** a summary resolution letter. If they are unable to do this, they will write to **you** within five working days to let **you** know what **we** are doing to resolve **your** complaint and let **you** know who is dealing with the matter. Within eight weeks of them receiving **your** complaint, **you** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided.

You have the right to ask the Financial Ombudsman Service to review **your** complaint, free of charge, if for any reason **you** are still dissatisfied with either the summary resolution or final response letter, or if Castle Cover/Direct Group have not issued a final response within eight weeks from **you** first raising the complaint. However, **you** must do so within six months of the date of the summary resolution or final response letter.

You can contact the Financial Ombudsman Service as follows:

In writing:

Financial Ombudsman Service,
Exchange Tower,
London,
E14 9SR

By phone: 0800 023 4567 or 0300 123 9123

Or by email: complaint.info@financial-ombudsman.org.uk

Web: www.financial-ombudsman.org.uk

Please note that if **you** do not refer **your** complaint within the six months, the Ombudsman will not have Castle Cover's or Direct Group's permission to consider **your** complaint and therefore will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances.

Following the above complaints procedure does not affect **your** right to take legal proceedings.

Home Emergency Insurance (Optional)

Your policy schedule/statement of fact will show if **you** have selected this cover.

AXA Assistance (UK) Ltd will provide the services and benefits described in this **policy**:

- during the **period of insurance**
- within the **geographical limits**
- following payment of the premium.

We will use the details that **you** have given **us** to provide the services and benefits set out in this policy, subject to the following terms, conditions and exclusions, together with any applicable endorsements. **You** should read all of these carefully, if **you** are unsure whether something is covered or excluded, please contact the company who sold **you** this **Policy**.

This policy is underwritten by Inter Partner Assistance SA UK Branch (IPA) which is fully owned by the AXA Assistance Group. Inter Partner Assistance is a Belgian firm authorised by the National Bank of Belgium and subject to limited regulation by the Financial Conduct Authority. Details about the extent of its regulation by the Financial Conduct Authority are available from **us** on request. Inter Partner Assistance SA UK Branch Financial Conduct Authority Register number is 202664.

You can check this on the Financial Conduct Authority's Register by visiting the website www.fca.org.uk/register

AXA Assistance (UK) Limited provides the services described in this policy.

Your policy is subject to English Law and **you** and **we** agree to submit to the non-exclusive jurisdiction of the English Courts if there is an unresolved dispute between **us**.

To ensure **we** are consistent in providing **our** customers with quality service, **we** may record **your** telephone call.

The aims of this insurance

This insurance is a **home emergency policy** and not a Household **buildings** or **contents policy**. It should complement **your** household insurance policies, and provide benefits and services which are not normally available under these policies.

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

What **we** undertake to do is provide rapid, expert help if **you** suffer an **emergency in your home** arising from an incident covered under the **policy**. **We** will arrange for one of **our** **repairer(s)** on **our** nationwide list of approved tradesmen to attend and take action to stabilise the situation and remove the **emergency**.

Meaning of words

Wherever the following words and phrases appear in this **policy** they will always have these meanings:

Emergency repairs

Work undertaken by a **repairer** to resolve the **emergency** by completing a **temporary repair** which will resolve the **emergency** but will need to be replaced by a **permanent repair** to put right the damage caused to the **home** by the **emergency**. A **permanent repair** will be carried out only if it can be undertaken on the first visit and would cost no more than a **temporary repair**.

Geographical limits

This means the United Kingdom comprising of Mainland England, Scotland, Wales, Northern Island, Isle of Man and Isle of Wight. Excluding Channel Islands, Isle of Lewis, Orkney Islands and Shetland Islands.

Home

Your principle permanent place of residence, comprising private dwelling together with garage(s), which are built of standard construction (brick with slate roof), all used only for **your** domestic purposes or as **your** office (providing no more than half the rooms in the property are used for this purpose), and situated within the **geographical limits** at the address shown on the **policy** schedule/statement of fact. Bedsits or properties with multiple occupation/residential or nursing homes are excluded.

Emergency

A sudden unexpected event occurring during the **period of insurance** at **your home** which if not dealt with immediately will:

- expose the **insured person(s)** or a third party to a risk to their health, or
- will make **your home** unsafe or insecure, or
- will cause damage or further damage to **your home** and its contents, or
- will leave **your home** without **mains services**

Insured person(s) or you/your

The person named on the **policy schedule**/statement of fact, together with the members of **your** household normally residing with **you**. In **your** absence on a trip away from **home**, the person duly authorised by **you** as the keyholder responsible for the **home**.

Mains Services

Mains drainage to the boundaries of the **home**, water, electricity and gas within the **home**.

Period Of Insurance

The period shown on the **policy schedule**/statement of fact.

Permanent Repair

Repairs and/or work required to put right the damage caused to the

home by the **emergency**.

Repairer(s)

Repairs will only be carried out by approved and authorised tradesmen of AXA Assistance.

Temporary Repair

The repair that will resolve the **emergency** but may need to be replaced by a **permanent repair**.

Unoccupied

Not been lived in by **you** or **your** family, or any other person with **your** permission.

We, Our or Us

Inter Partner Assistance SA UK Branch, The Quadrangle, 106-118 Station Road, Redhill, Surrey, RH1 1PR and/or its service provider AXA Assistance (UK) Limited, of the same address. AXA Assistance (UK) Limited will arrange for **you** to receive the Home Emergency services described in this policy using authorised contractors.

What is covered

If an **emergency** occurs, **we** will arrange for a **repairer** to assess the situation and carry out a **temporary repair** in the event of:

1. **Burst pipes or sudden leakage** likely to cause damage to the **home** or its contents.
2. **Break-in, accidental damage or vandalism** that compromises the security of the **home**.
3. **Storm damage** causing ingress of water or likely to cause further loss or damage to the **home** or its contents.
4. **Failure of your domestic water mains supply, gas supply, electricity** (on the domestic side of the supply authority's main fuse), blockage or breaking or flooding of drains or sewers, or failure of **your** domestic hot water heating.

5. **Total failure of your central heating**, causing in **our** view, unreasonable discomfort or risking frost damage to the **home**.
6. **A leakage caused by a smashed toilet bowl or cistern**. Breakage of the cistern internal mechanism which prevents flushing and creates an **emergency** as there is no other toilet in the **home**.
7. **Pest infestation**. Removal of wasp nests, field and house mice and brown rats within the insured property.
8. **Uninhabitable accommodation**. In the event of the **home** becoming uninhabitable as a consequence of an **emergency** and remaining so overnight, **we** will, subject to prior agreement with **us**, pay up to £250 (including VAT) in total for;
 - (a) **your** overnight accommodation and/or
 - (b) transport to such accommodation.

For each claim **we** will pay up to a maximum of £300 (including VAT), for a **temporary repair** (or, at **our** sole discretion, a **permanent repair** if it is a similar cost) to stabilise the situation and remove the **emergency** or to restore the normal operation of the boiler or warm air unit, comprising call-out, labour, parts and / or materials. Whilst **we** will make every effort to make sure that **we** supply **you** with the full range of services in all emergencies covered by this policy, remote geographical locations or unforeseeable adverse local conditions may prevent **us** from providing the normal standard of service.

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

REQUESTING ASSISTANCE

First check the circumstances are covered.

Having done this telephone AXA Assistance as soon as possible stating **your** Policy Number, on:

0345 1650584

MAJOR EMERGENCIES WHICH MAY RESULT IN SERIOUS DAMAGE OR DANGER TO LIFE OR LIMB SHOULD IMMEDIATELY BE ADVISED TO THE PUBLIC SUPPLY AUTHORITY, OR IN CASE OF DIFFICULTY, TO THE PUBLIC EMERGENCY SERVICES.

SUSPECTED GAS LEAKS SHOULD ALWAYS BE REPORTED TO NATIONAL GRID UK ON 0800 111 999.

What is not covered

1. **Normal day-to-day home maintenance** which **you** should carry out or pay for, such as the items listed below, which tend to gradually wear out over a period of time, or need periodic attention. **We** would not consider the following as constituting a covered **home emergency**:
 - 1.1 dripping taps.
 - 1.2 burst or leaking flexible hoses or leaking washing appliances which are fitted with a stop tap.
 - 1.3 slow seepage from joints or gaskets which does not involve a sudden escape of water.
 - 1.4 the results of hard water scaling deposits.
 - 1.5 leaking overflows.
 - 1.6 blockage of soil or waste pipes from sinks, basins, bidets, baths or showers.
 - 1.7 blocked or misaligned guttering.
 - 1.8 damage to boundary walls, hedges, fences and gates.
 - 1.9 malfunctioning or blockage of septic tanks.
 - 1.10 any infestations, pests in gardens, or outbuildings

- 1.11 any event arising from circumstances known to **you** prior to the commencement date of this insurance including any pest infestation or parts known to be failing or in need of attention/repair/maintenance, or any inherent fault or defect.

Please note that the above list (which is not exhaustive) shows specific examples of normal maintenance to indicate the type of problem not covered.

2. In connection with the boiler or warm air unit:

- 2.1 air locks in the central heating piping.
- 2.2 any claim involving a boiler or warm air unit with an output exceeding 60 Kw/hr capacity.
- 2.3 any boiler or warm air unit more than **fifteen** years old.
- 2.4 replacement of any boiler or warm air unit if repair or reinstatement is not possible due to the non-availability of parts.
- 2.5 any costs arising as a result of failure to service the boiler or warm air unit in the previous twelve months.

Any recommendations following servicing should be carried out and the costs will be **your** responsibility.

- 2.6 any intermittent or reoccurring fault.
- 2.7 any water pressure adjustments or failure caused through hard water scale or sludge.
- 2.8 any boiler or system noise.
- 2.9 any radiator valves.

3. The following incidents or circumstances are also excluded:

- 3.1 breakage of internal glass or of any basin, bath, bidet or shower base.
- 3.2 failure of any services where the problem is situated outside the boundary of the plot of land on which **your home** is situated or beyond the part of the sole or shared supply system or piping for which **you** are legally responsible.

- 3.3 the cost of effecting **permanent repairs** once the immediate **emergency** situation has been resolved, including any redecoration or making good the fabric of the **home**.

3.4 damage incurred in gaining necessary access.

- 3.5 breakdown of, loss of or damage to domestic appliances or Saniflow toilets and other mechanical equipment.

Please also refer to the General Exclusions.

General Conditions

1. **You** must answer all questions about this policy honestly and fully at all times. **You** must also tell **us** straight away if anything that **you** have already told **us** changes. If **you** do not tell **us**, **your** policy may be cancelled and any claim **you** make may not be paid.
2. **You** should carry out or arrange for normal continuous maintenance of **your home** and on the systems servicing the **home** and **you** must take all reasonable steps to avoid or minimise any claim. All boilers should be serviced annually and service documentation will be required.
3. **We** will make every effort to apply the full range of services in all circumstances dictated by the terms and conditions. Remote geographical locations or unforeseeable adverse local conditions may preclude the normal standard of service being provided.
4. **Your** full compliance with the terms and conditions of this **policy** is necessary before a claim will be paid.
5. If any fraudulent claim is made or if any fraudulent means or devices are used to obtain any benefit under this **policy** all benefit and any premium paid shall be forfeited.
6. **We** may take proceedings at **our** expense and for **our** own benefit, but in **your** name, to recover compensation from any third party in respect of anything covered by this policy. This is to enable **us** to recover any costs **we** have incurred from any third party who may have liability for the costs.

7. **You** must notify **us** as soon as possible should a claim occur. If for any reason **we** authorise **you** to use a contractor appointed by **you**, **you** should obtain an estimate for the work and contact **us** for authorisation to continue. **You** must supply **us** with a written statement substantiating the claim within 28 days of reporting the claim, together with all certificates, information, evidence and receipts required by **us** at **your** own expense.
8. If any dispute arises as to **policy** interpretation, or as to any rights or obligations under the **policy**, **we** offer **you** the option of resolving this by using the Arbitration procedure **we** have arranged. Please see the Complaints Procedure. Using this Service will not affect **your** legal rights.
9. This policy will be governed by English law, and you and we agree to submit to the non-exclusive jurisdiction of the courts of England and Wales unless you live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction.
10. **You** must promptly pay **us** or the **repairer** for all work authorised by **you** which is not covered under this insurance policy.
11. If **you** intend to leave **your home unoccupied** when cold weather is normally expected, **you** must take all normal precautions to prevent frost damage, including turning off the water supply and leaving central heating on a low setting.
12. If any loss, damage or expense covered under this policy is also covered by any other insurance or maintenance contract, **you** must provide **us** with full details of the other contract. **We** will not pay more than **our** fair share (rateable proportion) of any claim.
13. The contractual terms and conditions, and other information relating to this contract will be in the English language.

General exclusions

1. Any loss or damage arising from faults, damage or infestation that **you** were aware of at the time **you** entered into this contract.
2. Any costs incurred when **you** have not notified **us** and obtained **our** prior authorisation.
3. Costs associated with any other property, home contents or communal/shared areas of **your home**.
4. Any claims relating to the electricity supply of burglar/fire alarm systems, CCTV surveillance or swimming pools, their associated heating, piping installation and accessories.
5. Any amount payable in respect of an insured event where the cost is recoverable under any other form of insurance or maintenance agreement (or which would be recoverable but for the existence of the insurance provided under this **policy**).
6. Subsequent claims arising from the same cause or event, when **you** have not taken or paid for the action recommended by **our repairer** to ensure that the original fault has received a definitive repair.
7. Any defect, damage or failure caused by a malicious or wilful act, negligence, misuse, third party interference or faulty workmanship, including any attempted repair, DIY repair, or modification which does not comply with recognised industry standards.
8. Any claim when the **home** has been left **unoccupied** for more than 30 days.
9. Notwithstanding any provision to the contrary within this insurance, or any endorsement thereto, it is agreed that this insurance excludes any loss or expense of whatsoever nature directly or indirectly caused by, resulting from, or in connection with any of the following regardless of any other cause or event contributing concurrently or in any other sequence to the loss: War, hostilities or warlike operations (whether war be declared or

not); invasion; act of an enemy foreign to the nationality of the **insured person** or the country in, or over, which the act occurs; civil war; riot; rebellion; insurrection; revolution; overthrow of the legally constituted government; civil commotion assuming the proportions of, or amounting to, an uprising; military or usurped power; explosions of war weapons; release of weapons of mass destruction that do not involve an explosive sequence; murder or assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to the nationality of the **insured person** whether war be declared with that state or not; terrorist activity. For the purpose of this exclusion terrorist activity means an act, or acts, of any person, or group(s) of persons, committed for political, religious, ideological or similar purposes with the intention to influence any government and/or to put the public, or any section of the public, in fear. Terrorist activity can include, but not be limited to, the use of force or violence and/or the threat thereof. Furthermore, the perpetrators of terrorist activity can either be acting alone, or on behalf of, or in connection with any organisation(s) or government(s). Also excluded hereon is any loss or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, or suppressing any, or all, of the above incidents. In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

10. Loss or destruction or damage or any loss or expense whatsoever resulting from:
 - (a) ionising radiation or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel.
 - (b) the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof or contamination or poisoning due to the effects of chemical or biological and/or radioactive substances.
 - (c) pressure waves caused by aircraft and other aerial devices

travelling at sonic or supersonic speeds.

11. Failure or malfunction of any supply, system or appliance serving the **home** or any loss, directly or indirectly caused by the actual or potential inability of any computer, data processing equipment or media, microchip, integrated circuit or similar device or any computer software or stored programme to correctly recognise any date as its true calendar date or to continue to function correctly in respect of or beyond that date.
12. Any loss or damage or expense or liability howsoever occurring unless specifically stated as being insured under this **policy**.
13. Any direct or indirect loss arising from the provision of, or delay in, providing the services to which this insurance relates, unless negligence on **our** part can be demonstrated. An example of this would be loss of wages as a result of an **emergency**.
14. Failure of any services where the problem is situated outside the boundary of the plot of land on which **your home** is situated or beyond the part of the sole or shared supply system or piping for which **you** are legally responsible.
15. Any loss, injury or damage arising as a result of equipment which has not been installed, serviced or maintained in accordance with statutory regulations or manufacturer's instructions.
16. Any cost relating to the attempted repair by **you** or **your** own contractor.
17. Damage incurred in gaining necessary access or the cost of effecting **permanent repairs** once the **emergency** has been resolved, including any redecoration or making good the fabric of the **home**. We will not provide cover, pay any claim or provide any benefit if doing so 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 or United States of America.
18. **We** will not provide cover, pay any claim or provide any benefit if doing so 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 or United States of America.

Complaints procedure

Our promise of good service

If **you** are unhappy with the service that has been provided by Castle Cover (including information or documentation issued to **you**), **you** should contact Castle Cover as follows:

In writing:

Customer Relations Manager,
Castle Cover,
Deansleigh House,
Deansleigh Road,
Bournemouth,
Dorset,
BH7 7DU

By phone: 0800 519 1020

By email: customerrelations@castlecover.co.uk

If **your** complaint is about the service provided by AXA Assistance, **you** can contact them in the following ways:

In writing:

Customer Relations Manager
Inter Partner Assistance SA (UK Branch)
The Quadrangle
106-118 Station Road
Redhill
RH1 1PR

Tel: 01737 815913 Option 2

homeemergencycomplaints@axa-assistance.co.uk

AXA Assistance/Castle Cover will try to resolve **your** complaint by the end of the third working day and they will send **you** a summary resolution letter. If they are unable to do this, they will write to **you**

within five working days to let **you** know what they are doing to resolve **your** complaint and let **you** know who is dealing with the matter. Within eight weeks of AXA Assistance/Castle Cover receiving **your** complaint, **you** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when a final response will be provided.

You have the right to ask the Financial Ombudsman Service to review **your** complaint, free of charge, if for any reason **you** are still dissatisfied with either the summary resolution or final response letter, or if AXA Assistance/Castle Cover have not issued a final response within eight weeks from **you** first raising the complaint. However, **you** must do so within six months of the date of the summary resolution or final response letter.

You can contact the Financial Ombudsman Service as follows:

In writing:

Financial Ombudsman Service,
Exchange Tower,
London,
E14 9SR

By phone: 0800 023 4567 or 0300 123 9123

Or by email: complaint.info@financial-ombudsman.org.uk

Web: www.financial-ombudsman.org.uk

Please note that if **you** do not refer **your** complaint within the six months, the Ombudsman will not have **our** permission to consider **your** complaint and therefore will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances. Details on how to take **your** complaint to the Financial Ombudsman Service can also be found on the Online Dispute Resolution (ODR) platform http://ec.europa.eu/consumers/odr/index_en.htm which has been set up by the EU Commission.

Following the above complaints procedure does not affect **your** right to take legal proceedings.

Cancellation Provisions

You may cancel your policy within 14 days of either receipt of your policy documents or the inception/renewal date of your policy (whichever is later) with a full refund of premium (providing no claims have been made). In order to cancel, please telephone the Customer Services number 0800 519 10 20 or write to Customer Services, Castle Cover, Deansleigh House, Deansleigh Road, Bournemouth BH7 7DU. **You** can also cancel your policy at any other time and **you** will receive a partial refund of premium proportionate to the unexpired period of **your** policy providing **you** have not made a claim.

Financial Services Compensation Scheme (FSCS)

Inter Partner Assistance SA UK Branch and Ageas Insurance Limited are covered by the independent Financial Services Compensation Scheme (FSCS). **You** may be entitled to compensation from the scheme, if they cannot meet their obligations. This depends on the type of business and the circumstances of the claim. Most insurance contracts are covered for 90% of the claim with no upper limit. **You** can get more information about compensation arrangements from the FSCS or visit www.fscs.org.uk.

Key Cover (Optional)

Your policy schedule/statement of fact will show if **you** have selected this cover.

This policy is provided by Castle Cover, a trading name of Ageas Retail Limited, and underwritten by Ageas Insurance Limited.

This Key Cover policy provides insurance in the event of accidental damage to, loss or theft of **your keys**. We will **reimburse you** up to the limit of £1,500 including VAT and we will assist with the arrangements for replacing **your keys** and **locks**, opening of safes or onward transportation. Please note that damage to **locks** alone is not covered.

This document sets out the terms and conditions of **your** cover and it is important that **you** read it carefully especially the section entitled 'How to Make a Claim'. Please keep this document in a safe place in case **you** need to refer to it for any reason.

Your policy will end if:

- (a) **you** do not pay the premium;
- (b) **your** residential address is no longer in the **United Kingdom**;
- (c) **you** or **we** cancel the policy.

Looking after your keys

- Never have anything with **your** name and address attached to **your keys**.
- Never leave **your keys** under doormats, on a string through the letterbox, under a stone, on top of a door or window frame etc. An opportunist thief may be watching.
- Never leave vehicle **keys** close to the front door or where they can be seen.
- Never leave doors or windows open when **you** go out.

How to make a claim

We hope **you** will not suffer any misfortune that would result in **you**

making a claim, but if **you** do, the following guidance may be of assistance.

1. Tell the police as soon as reasonably possible if **you** suspect theft or loss of **your keys**.
2. Please read **your** policy document to check that the cause of the claim is covered.
3. If **you** believe **your** claim to be valid then please telephone Ageas Insurance Limited on **0345 125 2435** as soon as reasonably possible.
4. Ageas Insurance Limited will arrange the **appropriate solution** and assistance for **you** and **we** will either **reimburse** or pay for any valid costs incurred up to the policy claim limit.

Definitions

The following terms have the meaning given below wherever they appear in **bold** in this policy.

Appropriate solution

The most appropriate and cost effective course of action when assessing **your** claim.

Keys/locks

Any **keys** and the associated **locks** including vehicle (including electronic, remote and proximity keys), home and office (including security safe), garage, shed, outbuildings and gates. **We** will only provide a replacement key and one duplicate key for each key covered under a valid claim.

Period of insurance

This policy will run concurrently with **your** home insurance policy for a maximum of 12 months. If **you** arranged this policy after the start date of **your** home insurance policy, cover will be provided from the date **you** bought this Key Cover policy and will end on the expiry date of **your** home insurance policy, as detailed on the applicable insurance policy schedule.

Policy limit

The total amount payable, under this policy, in respect of each

insured incident and in total for all insured incidents in any **period of insurance** is £1,500 including VAT.

Reimburse(d)/Reimbursement

Where a payment has to be made by **you**, **we** will repay **you** up to the **policy limits** subject to the policy conditions.

Stranded

If **you** are without transport to **your** onward destination.

You/your

The person(s) named on the policy schedule and any immediate member of **your** family permanently residing at the same address during the **period of insurance**.

United Kingdom

England, Scotland, Wales, Northern Ireland including Isle of Man & the Channel Islands.

We/us/our

Ageas Insurance Limited and/or Ageas Retail Limited. Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA. registered in England and Wales No 354568

What is covered

In the event of any of the insured incidents, **we** will **reimburse you** up to the limit of £1,500 including VAT and **we** will assist with the arrangements for replacing **your keys** and **locks**, opening of safes or onward transportation.

Insured incidents

1. Theft or loss of **your keys** - If **your** vehicle, home, office, garage, gate or any outbuildings including shed **keys** are stolen or lost anywhere in the **UK**, **you** must report this to both the police, obtaining a crime reference number or if provided a lost property number, and Ageas Insurance Limited. Following validation of **your** claim **we** will **reimburse you** or pay for the cost of **your key**

or **lock** replacement up to the **policy limit**.

2. Broken or locked in **keys** - If **your keys** are locked in **your** vehicle, home or office or broken in any **lock** denying **you** access to **your** property, **you** must report this event to Ageas Insurance Limited. Following validation of **your** claim **we** will **reimburse you** or pay for the cost of gaining access and if necessary provide **reimbursement** for a replacement **key**, or repair or replacement of the damaged **lock**, up to the **policy limit**.
3. **Stranded** due to theft or loss of **keys** - If **you** are **stranded** due to theft or loss of **your** vehicle **keys** and have no access to **your** vehicle **we** will pay £75.00 per day including VAT for vehicle hire, for up to 3 days. As an alternative, public transport or taxi fares may be **reimbursed**.

Claims conditions

1. For an **insured incident**, **we** will find an **appropriate solution** for **you** or **we** will **reimburse your** incurred costs, up to the **policy limit**. **We** will only provide one replacement key and one duplicate key for each key covered under a valid claim.
2. All lost or stolen **keys** or **keys** locked in **your** vehicle, home or office or broken in a **lock** must be reported to Ageas Insurance Limited on **0345 125 2435** as soon as possible. Lines are open 24 hours 7 days a week 365 days of the year.
3. The police must be notified of all lost and stolen **keys** and a crime reference or lost property number obtained in order to proceed with the claim.
4. Following validation of **your** claim **we** will either find an **appropriate solution** for **you** or **we** will **reimburse your** incurred costs, up to the **policy limit**. For any claims requiring **reimbursement you** must forward the original detailed invoice(s), receipt(s) and crime reference or lost property number to **us** as soon as possible after notifying Ageas Insurance Limited.
5. Claims for **reimbursement** of public transport or taxi fares will

be assessed individually. All receipts and tickets for **you** and **your** passengers must be retained as proof of **your** claim.

6. If any incident that leads to a valid claim is covered under any other insurance policy, **we** will only pay **our** share of the claim.

What we will not cover

1. All costs incurred where **you** have not notified Ageas Insurance Limited within a reasonable time of the incident.
2. Any claim for theft or loss of **keys** that is not reported to the police within a reasonable time of the incident and a crime reference or lost property number obtained.
3. Any claims for public transport or taxi fares with no valid receipts or tickets.
4. Any claim for replacing **locks** when only parts need changing.
5. Any claim for damage to **locks** by wear and tear, mechanical or electrical breakdown, cleaning, repairing, restoring or anything that happens gradually.
6. Any claim for damage to **locks** alone where there is no associated damage to the **keys**.
7. Any claim for loss or damage caused by any act of war, invasion or revolution.
8. **Locks** that are damaged prior to the loss or theft of **keys**.
9. Replacement **locks** or **keys** of a higher standard or specification than those replaced.
10. Charges or costs incurred where Ageas Insurance Limited arranges for the attendance of a contractor at a particular location and **you** fail to attend.
11. Charges or costs incurred where **you** make alternative arrangements with a third party once Ageas Insurance Limited has arranged for a contractor to attend a particular location unless otherwise agreed by **us**.

Geographical limits

This policy will only take effect for **keys** linked to property that is within the boundaries of the **United Kingdom**.

Cancellation

You can cancel **your** policy within 14 days of the purchase date of **your** policy or the date **you** receive the policy documents (whichever is the later) by phoning **0800 519 1020**. **You** are entitled to a full refund provided **you** have not made a claim. There is no refund in premium if **your** cover is cancelled after 14 days.

We may cancel this policy by giving **you** at least 14 days written notice at **your** last known address. Valid reasons may include but are not limited to:

1. Fraud
2. Non Payment of premium
3. Threatening and abusive behaviour
4. Non-compliance with policy terms and conditions
5. **You** or **we** cancel **your** underlying home insurance policy

This policy runs concurrently with **your** home insurance policy. If **your** home insurance policy is cancelled for any reason this policy will also be cancelled.

The Law that applies to this policy

This policy will be governed by English law, and **you** and **we** agree to submit to the non-exclusive jurisdiction of the courts of England and Wales (unless **you** live in Jersey in which case the law of Jersey will apply and the Jersey courts will have exclusive jurisdiction).

The language that applies to this policy

The contractual terms and conditions and other information relating to this contract will be in the English language.

What to do if you have a complaint

If **you** are unhappy with the service that has been provided by Castle Cover (including information or documentation issued to **you**), **you** should contact Castle Cover as follows:

In writing:

Customer Relations Manager,
Castle Cover,
Deansleigh House,
Deansleigh Road,
Bournemouth,
Dorset,
BH7 7DU

By phone: 0800 519 1020

Or by email: customerrelations@castlecover.co.uk

If **your** complaint is specifically in relation to a claim, please contact the number provided to **you** on **your** claims documentation, or please write to:

Customer Services Adviser
Ageas Insurance Limited
Ageas House
Hampshire Corporate Park
Templars Way
Eastleigh
Hampshire
SO53 3YA

Ageas Insurance Limited/Castle Cover will try to resolve **your** complaint by the end of the third working day and they will send **you** a summary resolution letter. If they are unable to do this, they will write to **you** within five working days to let **you** know what they are doing to resolve **your** complaint and let **you** know who is dealing with the matter. Within eight weeks of receiving **your** complaint, **you** will receive a final response or, if this is not possible, a reason for the delay **plus** an indication of when a final response will be provided.

You have the right to ask the Financial Ombudsman Service to review **your** complaint, free of charge, if for any reason **you** are still dissatisfied with either the summary resolution or final response letter, or if Ageas Insurance Limited/Castle Cover have not issued a final response within eight weeks from **you** first raising the complaint. However, **you** must do so within six months of the date of the summary resolution or final response letter.

You can contact the Financial Ombudsman Service as follows:

In writing:

Financial Ombudsman Service,
Exchange Tower,
London,
E14 9SR

By phone: 0800 023 4567 or 0300 123 9123

Or by email: complaint.info@financial-ombudsman.org.uk

Web: www.financial-ombudsman.org.uk

Please note that if **you** do not refer **your** complaint within the six months, the Ombudsman will not have Ageas' or Castle Cover's permission to consider **your** complaint and therefore will only be able to do so in very limited circumstances. For example, if it believes that the delay was as a result of exceptional circumstances.

Following the above complaints procedure does not affect **your** right to take legal proceedings.

Financial Services Compensation Scheme

We are covered by the Financial Services Compensation Scheme (FSCS). If **we** cannot meet our obligations **you** may be entitled to compensation under the scheme. This depends on the type of insurance, the size of **your** business and the circumstances of the claim. **You** can get more information from the Financial Services Compensation Scheme at www.fscs.org.uk or by calling 0800 678 1100.

Notes

**If you require this booklet in
another format please call
0800 519 10 20.**

Castle Cover is a trading name of Ageas Retail Limited. Registered office: Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire, SO53 3YA. Registered in England and Wales 1324965. Ageas Retail Limited is authorised and regulated by the Financial Conduct Authority. FCA registered number: 312468. Insurance provided by Ageas Retail Limited is not available in the Channel Islands. Ageas Retail Limited is a sister company of Ageas Insurance Limited.

www.castlecover.co.uk