

Tenant Contents & Liability Insurance

Important Information About Your Tenant Contents & Liability Insurance Policy Document

Words with Special Meanings

Throughout this policy document, certain words will appear in bold and will have special meanings. Definitions of these words can be found on page 3 of this document.

Introduction

Welcome to your Tenant Contents & Liability Insurance. This is your Insurance Policy Document, which contains everything that you need to know about the conditions of the contract of insurance between you and us.

In return for payment of the premium shown in the schedule, we agree to insure you, subject to the terms and conditions contained in the policy document against:

- Loss or damage to your contents, which has been caused by the risks that you will see listed in your schedule;
- Loss or damage you sustain, or legal liability you incur for accidents happening during the period of insurance shown in the schedule section of this document.

What is in your Policy Document?

Within this policy document, you will find:

- Your Policy Schedule & Statement of Fact
- Your Policy Booklet

Below is a summary of what each of these parts of your policy document are, the type of information that is provided within each and the things that we will need you to do in order to stay covered throughout the policy period.

The Policy Schedule & Statement of Fact

The Policy Schedule forms part of this insurance contract and contains details of the premises, the sums insured and the period of insurance. It sets out exactly which risks you have opted to be covered for and those that you have chosen not to add. Under each risk listed, it also explains what will and will not be covered and tells you if there are any limits to the cover.

The Statement of Fact sets out what you told us about yourself and the other people living at your home, and about the home itself, when you were purchasing this insurance.

We are providing your cover on the basis of the information that you provided, so please check that the answers that you provided are true, complete and up to date. You must notify us immediately if any of the information is incorrect, or if any amendments are required. If any of

the information is inaccurate or incomplete, your policy may be invalid, any claims may be rejected and different terms may be applied to the policy.

Please also review the whole document carefully, and ensure that all of the details are correct, and that the cover suits your needs.

If any of the information is incorrect, you must let the person who sold you this policy know immediately by email.

The Policy Booklet

The Policy Booklet explains what the main features and terms of your insurance policy are and how the agreement between you and us works. It explains what general conditions and general exclusions apply and which laws are applicable to the contract.

Most importantly, this booklet also explains how to make a claim and how to make a complaint if you should need to.

Contact Details to Make a Claim

If you need to make a contents or liability insurance claim, please contact the number below. This number is also provided to you through the person who sold you this policy's website. For full information explaining how to make a claim and any claims conditions that may be applicable, please refer to the 'how to make a claim' guidance on page 23 of the Policy Booklet.

Claims Line
Tel: 0345 548 1101

Words with Special Meanings

Throughout this document the following words will have the meanings shown below:

Accidental Damage	Unexpected and unintended damage or breakage caused by a single and one-off event resulting from a sudden and external means.
Business Equipment	Computers, laptops, telecommunications devices, digital accessories and office furniture which are owned by a company for which you are a Director.
Building Work	Major refurbishments, conversions, extensions or other structural works to the home.
Common Areas	Common Areas are private communal spaces located within the same building as the insured address which are accessible by you, other permanent residents residing in your building and authorised visitors. Parking and bike lock storage facilities are not included.
Contents	Household goods and personal items, within the home, which you own or which you are legally liable for.

Contents includes:

1. fixtures and fittings
2. carpets but not permanently fitted flooring
3. pictures, decorative items and other works of art
4. electronic equipment
5. musical instruments
6. books and collectables
7. tools and DIY equipment
8. wheelchairs and mobility aids
9. baby equipment

Contents does NOT include:

1. any part of the structure of the home
2. any fixed glass, solar panels, sanitary ware or ceramic hobs all forming part of the interior structure of the home
3. money or credit cards
4. any paper files or personal documents
5. any lost or stolen keys, or replacement door locks any food, drink, toiletries, or other perishable items any plants or shrubs
6. any digital assets (e.g. digital downloads or currencies)
7. motor vehicles (other than electric wheelchairs / mobility scooters), caravans, trailers or watercraft or their accessories
8. any living creature
9. any business equipment (unless Business Equipment Cover is selected)
10. any buildings you own

Credit Cards	Charge, cheque, credit, debit and cash cards.
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Digital Assets	Any text or media or currency (including crypto currency or digital downloads) that is formatted into a binary source and includes the right to use it.
Excess	The amount payable by you to us as shown in the schedule in the event of a claim.
Home	The domestic private dwelling that you occupy which is located at the premises shown in the schedule.
Landlord	The person or persons named in your tenancy agreement as the landlord of your Home.
Landlord's Property	Landlord's buildings, household goods, furniture, fixtures and fittings for which you are legally responsible.
Mobile Phone(s)	A single hand-held, portable cellular telephone belonging to you, which is able to make or receive telephone calls or SMS messages when connected to a mobile phone network.
Money	Cash, cheques, postal and money orders, National Savings stamps and certificates, unused postage stamps, travellers' cheques, travel tickets, season tickets, luncheon vouchers and store vouchers all held for private or domestic purposes.
Period of Insurance	The length of time for which this insurance is in force, as shown in the schedule and for which you have paid and we have accepted a premium.
Personal Items	Clothing, bicycles (limited to £750 per cycle), mobile phones (up to 36 months old at the point you first purchase the policy), portable electronic devices, laptops and accessories, amateur sports equipment, jewellery and watches, precious metals, baby equipment, hearing aids and other similar items normally carried about the person and all of which belong to you. For Out of Home Cover, any item valued over £1,000 must be specified and the limit of value for any specified single item is £1,000. Personal Items do not include money and credit cards
Premises	The address to be insured which is named in the schedule.
Schedule	This document forms part of this insurance contract and contains details of the premises, the sums insured, the period of insurance and the sections of this insurance which apply.
United Kingdom	England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands and journeys between these countries.
Unoccupied	The home is not occupied by you for more than 30 consecutive days.
We / Us / Our	C&C Insurance Company PCC Ltd.
You / Your / Insured	The Lead Policyholder and Other Policyholders listed on the schedule as well as any children under the age of 18, under your care and residing with you on a permanent basis.

Schedule of Insurance & Statement of Fact

IMPORTANT

You are reminded that the information displayed in this schedule and statement of fact should be read in conjunction with your policy wording and is based on the information disclosed to us at quotation stage. Cover is provided to you on this basis.

You should check the answers that you provided are true, complete and up to date. If any of the information is inaccurate or incomplete your policy may be invalid, any claims may be rejected, and different terms may be applied to the policy.

If any of the information is incorrect, you must let the person who sold you this policy know immediately by email.

The tables below show the details of the cover available. Please refer to your Schedule of Cover for what is covered under your policy. If you would like to change your cover at any stage, you must let the person who sold you this policy know immediately by email.

Tenant Contents Insurance

Contents Cover at Home	Cover Included
<p>Contents Cover Level Selected Contents cover level should be sufficient to cover all of your contents within the home (including anybody covered on the policy) Your contents will also automatically be covered when you are at work, provided that you work in a building that is secure, and not open to the public.</p>	<p>£20,000 or as shown on your Schedule of Cover</p>
<p>Contents Cover Type</p>	<p>New-for-Old A deduction for depreciation will be made on:</p> <ul style="list-style-type: none"> • Bicycles • Clothing • Mobile Phones • Laptops
<p>Contents Excess Level Selected</p>	<p>£100 or as shown on your Schedule of Cover</p>
<p>Exclusions applying to all cover types below</p>	<p>Any loss or damage when your home is unoccupied for more than 30 consecutive days. Any loss due to wear and tear, or any gradually operating cause. Damage from mechanical or electrical faults or breakdown.</p>
Risks Covered by this Policy at Home	Cover Included
<p>Accidental Damage Covers you for unexpected and unintentional damage or breakage to your contents by a single and one-off event resulting from a sudden and external means. There is no cover for:</p> <ol style="list-style-type: none"> a) damage or deterioration of any article caused by dyeing, cleaning, repair, renovation or whilst being worked upon b) damage caused by chewing, tearing, scratching or fouling by animals unless Pet Owners cover is selected (subject to the exclusions applicable under that section of cover) c) money, credit cards, documents or stamps d) damage to contact, corneal or micro corneal lenses 	<p>Cover included as standard or as shown on your Schedule of Cover</p>

<p>e) damage caused by wear and tear, insects, vermin, infestation, corrosion, damp, wet or dry rot, mould or frost or any other gradually operating cause</p> <p>f) damage arising out of faulty design, specification, workmanship or materials</p> <p>g) damage from mechanical or electrical faults or breakdown</p> <p>h) damage caused by dryness, dampness, extremes of temperature and exposure to light</p> <p>i) loss or damage caused by or contributed to by or arising from any kind of pollution and/or contamination</p> <p>j) loss or damage arising from demolition, structural alteration or structural repair of the building</p>	
<p>Fire and Resultant Smoke Damage, Explosion, Lightning or Earthquake</p> <p>Loss or damage to your contents as a result of the above causes.</p>	<p>Cover included as standard or as shown on your Schedule of Cover</p>
<p>Storm or Flood</p> <p>Loss or damage to your contents as a result of the above causes.</p> <p>There is no cover for:</p> <p>a) loss or damage to contents in the open</p>	<p>Cover included as standard or as shown on your Schedule of Cover</p>
<p>Theft or Attempted Theft</p> <p>Loss or damage to your contents as a result of the above causes.</p> <p>There is no cover for:</p> <p>a) loss or damage unless caused by forcible and violent entry to or exit from the home</p> <p>b) loss or damage to contents in the open</p> <p>c) loss or damage while any part of the home is let or loaned to anyone other than an authorised guest</p> <p>d) loss or damage caused by any person lawfully at the premises</p> <p>e) loss or damage to utilities</p>	<p>Cover included as standard or as shown on your Schedule of Cover</p>
<p>Vandalism, Riot or Civil Disturbance</p> <p>Loss or damage to your contents as a result of the above causes.</p> <p>There is no cover for:</p> <p>a) loss or damage caused by any person lawfully on the premises</p>	<p>Cover included as standard or as shown on your Schedule of Cover</p>
<p>Household Leaks</p> <p>Loss or damage to your contents from household leaks of water or oil from pipes or appliances in your home, or any adjacent property.</p> <p>There is no cover for:</p> <p>a) loss or damage caused by wet or dry rot</p>	<p>Cover included as standard or as shown on your Schedule of Cover</p>

<p>b) loss or damage caused by failure or lack of grout and/or sealant</p>	
<p>Tenants Liability Insurance This option covers you against the cost of accidental damage (subject to the exclusions applicable under the Accidental Damage section of cover) to your Landlord's Property, which your tenancy agreement specifies you are responsible for. Claims must be reported within 30 days of occurring. There is no cover for:</p> <ul style="list-style-type: none"> a) loss or damage caused by fire, lightning or explosion to the buildings b) loss or damage arising from subsidence, heave or landslip c) loss or damage caused by malicious damage, riot, violent disorder, strike, labour disturbance or civil commotion d) loss or damage caused by temporary paying guests 	<p>Up to £10,000 or as shown on your Schedule of Cover</p>
<p>Subsidence, Heave or Landslip Loss or damage to your contents as a result of the above causes. There is no cover for:</p> <ul style="list-style-type: none"> a) loss or damage following damage to solid floors unless the walls of the private dwelling are damaged at the same time by the same event b) loss or damage arising from faulty design, specification, workmanship or materials c) loss or damage which compensation has been provided for or would have been but for the existence of this insurance under any contract or a guarantee or by law d) loss or damage whilst the buildings are undergoing any structural repairs, alterations or extensions e) loss or damage by coastal or riverbank erosion f) loss or damage caused by new structures bedding down, settling, expanding or shrinking 	<p>Cover included as standard or as shown on your Schedule of Cover</p>
<p>Impact by Aircraft or Aerial Vehicles Loss or damage to your contents as a result of the above causes.</p>	<p>Cover included as standard or as shown on your Schedule of Cover</p>
<p>Collision by Animals or Vehicles Loss or damage to your contents as a result of the above causes.</p>	<p>Cover included as standard or as shown on your Schedule of Cover</p>
<p>Damage Caused by Falling Trees, Branches, Lampposts or Telegraph Poles Loss or damage to your contents as a result of the above causes. There is no cover for:</p>	<p>Cover included as standard or as shown on your Schedule of Cover</p>

<p>a) loss or damage caused by trees being cut down or cut back within the boundary of the premises</p>	
<p>Additional Optional Cover</p>	<p>Cover Included</p>
<p>Alternative Accommodation This provides cover for additional costs incurred from obtaining alternative accommodation, substantially the same as your existing accommodation, which you have to pay for if the home cannot be lived in following loss or damage by any of the risks listed in 1 to 10 above (even if you have not selected them for your contents at home) There is no cover: a) for periods longer than 24 months b) when the insurer of your building is liable for the cost During any period of alternative accommodation, a deduction will be made from the amount claimed where your current tenancy agreement does not require you to pay rent during such periods.</p>	<p>Up to £1,000 or as shown on your Schedule of Cover</p>
<p>Household Removals Cover This provides cover for any accidental damage to, or theft of, contents whilst in transit between your previous permanent home and your new permanent home within the United Kingdom, including up to 48 hours in temporary storage. All fragile and breakable items must be protected within secure and padded packaging in order to be covered.</p>	<p>Up to £2,000 or as shown on your Schedule of Cover</p>
<p>Cover for Visitors Belongings This option provides cover for the belongings of temporary non-paying visitors to your home.</p>	<p>Up to £500 or as shown on your Schedule of Cover</p>
<p>Out of Home Cover for Personal Items This option covers personal items that you typically would take out of the home with you on a frequent basis against theft, accidental damage, or accidental loss anywhere in the United Kingdom, and up to 60 days per year worldwide. You must specify any one item (including articles forming a pair or set) worth over £500. Claims for individual items of jewellery worth more than £500 require an independent valuation less than 3 years old at the point of claim. There is no cover for: a) theft or disappearance of jewellery or watches with a sum insured over £1,000 unless such items are being worn by you or are deposited in a bank or locked safe</p>	<p>Up to £2,000 or as shown on your Schedule of Cover</p>

<p>b) any amount over £1,000 in total in respect of theft or disappearance of personal items from unattended vehicles or unattended hotel rooms</p> <p>c) breakage of any sports equipment whilst in use</p> <p>d) breakage of musical instruments whilst in use or being carried to and from a venue unless suitably stored within a protective case</p> <p>e) damage or deterioration to personal items caused by dyeing, cleaning, repair, renovation, or whilst being worked upon</p> <p>f) damage from electrical or mechanical faults or breakdown</p> <p>g) damage, breakdown, or malfunction to personal items that is covered by a manufacturer's warranty</p> <p>h) any fraudulent calls or use of data in the case of mobile phones and connected devices</p> <p>i) mobile phone(s) that are over 36 months old at the time of purchasing your first policy with us</p> <p>j) any amount over £750 per bicycle</p> <p>k) losses to bicycles arising from theft unless at the time of the loss they are either in a securely locked building, or if the bike is left in the open, both wheels and the frame are locked to a permanent structure</p> <p>m) any loss or damage in respect of bicycles whilst racing</p> <p>n) any loss or damage whilst using your bicycle professionally</p> <p>o) any loss or damage to accessories on the bicycle</p> <p>p) any loss or damage to bicycles occurring outside of the United Kingdom</p>	
<p>Domestic Pet Owner Cover</p> <p>This option covers your contents and Landlord's Property against accidental damage in the home caused by your pet.</p> <p>There is no cover for:</p> <p>a) damage to clothing and apparel, fashion accessories or jewellery.</p> <p>b) vet bills</p> <p>c) costs associated with any liability issues caused by your pet.</p> <p>d) any damage caused by high-risk dogs as described under the Dangerous Dogs Act 1991 or the Dangerous Dogs (Northern Ireland) Order 1983, horses, livestock or wild animals that you own, are in your care or are visiting your home.</p>	<p>Up to £2,000 or as shown on your Schedule of Cover</p> <p>There is an excess of £350 on all claims for soft furnishings, carpets or upholstery.</p>
<p>Business Equipment Cover</p> <p>This option covers business equipment, which is owned by a business where you are a Company Director, within the home for all of the risks listed in 1 to 10 above (even if you have not selected them for your own contents). This option also</p>	<p>Up to £2,000 or as shown on your Schedule of Cover</p>

<p>covers any portable business equipment for theft or accidental damage out of the home anywhere in the United Kingdom and up to 60 days per year worldwide.</p> <p>For the avoidance of doubt, any laptops and computer equipment owned by you, but used for occasional business use are covered at home without this add-on.</p>	
<p>Legal Expenses Insurance</p> <p>This option covers the you for pursuing or defending disputes related to personal injury that you suffer, consumer agreements, your employment and your home you rent or own. There is no cover for:</p> <ul style="list-style-type: none"> a) any dispute or incident that does not have more than 51% prospects of success b) and dispute or incident that occurred outside the UK c) any disputes or incidents occurring prior to the inception of this policy d) any dispute between the policyholders or anyone having a benefit under this policy e) divorce, separation, matrimonial issues or cohabitation, joint property ownership, joint financial obligations or maintenance and financial or custody arrangements involving children are not covered f) school admission, personal identity fraud, social media defamation, jury services, probate, data protection, inheritance and tax. 	<p>Up to £50,000 or as shown on your Schedule of Cover</p>
<p>Key Cover</p> <p>This option covers the keys to your home if they are lost or stolen and will cover the necessary costs to replace the locks or keys. Claims must be reported within 3 days of occurring.</p>	<p>Up to £500 or as shown on your Schedule of Cover</p>

Legal Expenses Insurance

This section must be read in conjunction with your main Tenant Home Contents Insurance policy. Unless specified in this booklet the terms of the main policy, including the General Conditions and General Exclusions, will also apply to this cover.

<p>For confidential legal advice call 0345 548 1101</p> <p>Our legal helpline is available 24 hours a day, 365 days a year</p> <p>Please have your policy number ready</p>	<p>This cover is to help you and your family, to pursue or defend legal claims. The issues we may be able to help with are described in the Insured Events table on pages 5 to 7. As soon as you become aware of an issue, please call the 24 hour helpline on 0345 548 1101 and we will ensure you are provided with help and advice on a private legal matter for you or a member of your household,</p>
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	and you can call for advice as many times as you need to. It is important that you tell us about a dispute as soon as possible after it happens as this may improve your chances of winning the case (known as prospects of success).
We'll discuss the issue with you and help you understand your options	We'll help you understand what your legal rights are, what course of action is available to you, if that action can be taken by you or whether you need to consult with a lawyer. We will also advise you if your issue could be covered under this Legal Services Insurance.
If your issue is covered under this policy we'll provide you with a lawyer You will be asked to provide evidence The lawyer will assess your case to determine your chances of winning If you have sufficient chances of winning your case, the lawyer will progress it	If your claim is accepted we will provide you with a lawyer who specialises in the law relating to your claim. You do not have to find your own lawyer as we have access to a range of leading expert lawyers waiting to help you.
You will be asked to provide evidence	Should you wish to pursue a claim the lawyer will need you to provide as much information as possible to support your case. This could include: copy of contracts, witness details, correspondence with anyone regarding your claim etc. You are responsible for providing evidence to support your case at your own cost.
The lawyer will assess your case to determine your chances of winning	The lawyer will first assess how likely you are to win your case. We call this 'prospects of success', and we explain this further on page 9. The lawyer who is acting for you decides this. If the lawyer believes that you are more likely than not to win your case then they will pursue it for you and we will pay their costs and expenses up to £50,000 per claim.
If you have sufficient chances of winning your case, the lawyer will progress it	The lawyer will take the necessary steps to try, in line with the terms and conditions of this policy, to resolve your case with the other side.
The case may progress to court	If an agreement cannot be made then the case may progress to a court, tribunal or other body who will decide the outcome. You may have to attend and give evidence.

<p>And we will continue to fund the costs and expenses up to £50,000 per claim</p>	<p>Providing the prospects of success stay in your favour we will continue, in line with the terms and conditions of this policy, to pay for the lawyer's costs and expenses throughout the claim.</p>
<p>Case closure</p>	<p>If you use a lawyer provided by Aviva, whether you win or lose you will not be liable for any payment (unless costs and expenses go over or above the amount shown on your schedule, and options will be discussed with you before this situation arises). If you are awarded compensation as part of your case then you keep 100% of the compensation awarded and recovered to you.</p> <p>If you use a lawyer of your choice and you are awarded compensation, we cannot guarantee that you will be able to keep all of it as a proportion may be retained by your lawyer.</p>

Your cover and insured events

Call us on **0345 548 1101** as soon as you become aware of an issue

For the insured events described below, which once we have agreed to and authorised, we will pay your costs and expenses to:

- a. pursue or defend a claim for damages;
- b. pursue the enforcement of an agreement;
- c. seek an injunction e.g. to stop a neighbour being noisy;
- d. seek other legal remedy.

The maximum we will pay for any one claim is £50,000. If you would like some more information about claims call.

Insured Event	What is covered	Common examples of disputes	What is not covered
<p>Employment disputes</p>	<p>A dispute with your employer regarding your contract of employment including unfair dismissal. A breach of your legal rights under employment law. Checking and advising on the terms of a settlement agreement.</p>	<p>Claims through being unfairly selected for redundancy. Claims against employers for constructive dismissal. Claims for sex, race or age discrimination. Claims against your employer for unpaid wages. Claims for disability or illness discrimination including cancer.</p>	<p>Any disciplinary or grievance procedures at work. Disputes with your employer which commenced before or within the first 30 days of this cover starting unless you had a similar policy which finished immediately before this cover began. Negotiating with your employer the terms of a</p>

			settlement agreement.
Property disputes	<p>The property disputes section covers your main home and, for this section only, includes any other homes you own or rent.</p> <p>A dispute relating to the interference of your use, enjoyment or right over your home.</p> <p>A dispute relating to damage to your home.</p> <p>A dispute regarding an agreement for the sale or purchase of your home.</p> <p>A dispute with your landlord regarding a tenancy agreement to rent your home.</p>	<p>Rights of way disputes especially over shared driveways.</p> <p>Noise and other nuisance disputes e.g. tree root encroachment.</p> <p>Interference with drains or sewers by building work.</p> <p>Where a neighbour's overgrowing ivy or leylandii damages your home.</p> <p>Boundary disputes regarding building work or fences.</p>	<p>A claim relating to planning including town and country planning legislation.</p> <p>You will not be covered for a claim which relates, in any way, to the letting out of a property e.g. disputes between you as the landlord and a tenant of any home you own.</p> <p>A claim relating to quarrying, gas or mineral extraction or other major land works where the effect is not limited specifically to your home.</p>
Consumer disputes	<p>A dispute regarding an agreement for the sale, purchase or hire of goods or services that are not for your business use.</p>	<p>The purchase of motor vehicles and caravans from a garage.</p> <p>Disputes for defective kitchens and kitchen appliances.</p> <p>Claims against travel agents for breach of contract.</p> <p>Defective workmanship by tradesmen e.g. double glazing fitters or boiler engineers.</p> <p>A dispute relating to the purchase of animals.</p> <p>Disputes with retailers regarding faulty goods.</p>	<p>Any claim related to leases, tenancies or licences to occupy property however these may be covered under the property disputes section.</p>
Personal Injury disputes	<p>A claim following an incident that causes death or injury to you.</p>	<p>Trips or slips whilst at work or in a shop.</p> <p>Operating machinery which is faulty or you are not properly trained to use.</p> <p>Injuries following an assault.</p> <p>Passengers being injured in cars or on buses.</p> <p>Food poisoning.</p> <p>Being knocked off a bike by a motorist.</p>	<p>Any claim for an illness or injury which develops gradually or is not caused by an identifiable incident e.g. repetitive strain injury.</p> <p>Any claim relating to your own injury or death in a motorised vehicle that you are driving.</p>

Basic Questions

Who is covered?

The persons named on your Lemonade Home Insurance Policy, together with their domestic partner and all members of their family, including foster children, who live with them.

Where and when does the issue/incident need to have happened to be covered?

The incident leading to any claim or any proceedings must have happened within the United Kingdom, Channel Islands or Isle of Man; and the initial dispute, or series of incidents leading to a claim on this policy must happen after this cover starts and before it ends as shown on your schedule.

Who will answer my call and handle my case?

A legal professional appointed by us will answer your call, and if you have a case and legal representation is necessary, your case will be handled by JMP Solicitors who are our trusted expert.

Is my call confidential?

We will give you and members of your household confidential advice over the telephone on any personal legal matter under the laws of England and Wales, Scotland, Northern Ireland, the Isle of Man or the Channel Islands. Please note that for our joint protection telephone calls may be recorded and/or monitored.

Do I need to find a lawyer myself?

No, we know that making a claim is a stressful time and we want you to know that your claim is in the best hands possible. If legal representation is necessary JMP Solicitors will appoint a lawyer from one of their approved firms of solicitors to handle your legal case. Some of the benefits of using an approved firm of solicitors include:

- your case will be handled by a firm of solicitors you can trust that has extensive experience in the area of law relevant to your claim the firm of solicitors will have passed the solicitor's vetting process and proved themselves to be able to work to high quality standards
- in cases where you may be due compensation from another party, you will keep 100% of the compensation awarded and recovered to you
- the lawyer charges competitive legal fees which mean the lawyer may do more work for you and you will get the most from your cover.

If you do choose to use another lawyer it is important you are aware that both we and Arc cannot ensure the lawyer acting for you will be suitably competent to handle your case or the quality of service that lawyer may provide to you. A lawyer not approved by Arc may also require you to pay them a percentage of your compensation.

This cover is intended to provide you with a lawyer from our panel. If you opt to choose your own lawyer, rather than one from our approved firms, there may be limits to the costs we can cover. For example, the most we will pay in costs and expenses is no more than the amount we would have paid our appointed lawyer. This amount is currently £100 per hour and can vary from time to time at our discretion. See the section 'Freedom to choose your lawyer' for further terms and conditions.

Will calling the helpline affect my premium and do I need to pay any fees?

No, calling the helpline and/or making a claim will not affect your level of no claims discount or your premium on your Home Insurance and Legal Services policy. There is no policy excess or other fees to pay for using this service.

Who is the policy underwritten by?

Legal Services is underwritten by C&C Insurance Company PCC Ltd.

Definitions

Where the following words or phrases appear in bold within this section they will have the following meaning:

Costs and expenses

All legal costs charged by the lawyer and authorised by us or that you are ordered to pay by a court/other body.

Lawyer

A suitably experienced legal professional.

We, Us, Our

C&C Insurance Company PCC Ltd.

You, Your

The person (or people) named on your policy and their partner(s) and members of their family (or families) and foster children who normally live with them. If anyone shown above is a student we class them as normally living at the home if they live there outside of term time.

Motorised Vehicle

Any electrically or mechanically powered vehicle, except:

- those used solely as domestic gardening equipment in the garden;
- Class 2 mobility scooters and motorised wheelchairs (these have a top speed of 4mph and cannot be used on the road except where there is no pavement) See www.gov.uk/mobility-scooters-and-powered-wheelchairs-rules;
- golf carts and trolleys;
- toys and models remotely controlled by a pedestrian;
- electrically assisted pedal cycles (e-bikes).

Home

The house or flat and its garages and outbuildings. These must all be at the address shown on your schedule and used solely for domestic and/or clerical business purposes. (Clerical business means computer work, emails, telephone calls and administration.)

Further information

Assessing your case, including 'Prospects of success' and 'Proportionality'

The lawyer's assessment

Our lawyer will assess the evidence and if it is more likely than not that you will:

- a. recover damages or obtain any other legal remedy which we have agreed to (e.g. being paid compensation or stopping a neighbour from making noise), or
- b. be successful in defending a claim made against you, or
- c. make a successful appeal or defence of an appeal

then your case will be considered by the lawyer to have reasonable 'prospects of success' (this means how likely you are to win your case). In addition, the lawyer will also consider proportionality (this means the amount of damages being pursued compared with the estimated costs to pursue your case), and:

- a. Has a legal obligation not to waste court time and to keep the costs to a level that the court would consider reasonable.
- b. Will estimate the likely costs of your case and consider if they would be acceptable to a reasonable person who was paying those costs themselves.
- c. Will agree with you, where possible, a course of action where the costs and expenses would be considered reasonable by the court and proportionate in relation to the level of damages or remedy being pursued when compared with the estimated costs to pursue your case.

If, in the lawyer's opinion:

- a. your claim is likely to be considered a waste of court time, or
- b. the prospects of success are no longer in your favour, or
- c. your claim has reached a point where incurring further costs and expenses would not be reasonable

then we will not pay any further costs and expenses towards it.

If this happens the lawyer will tell you what options would be available should you wish to continue. Please note that prospects of success may change throughout your claim as evidence is obtained and legal arguments develop.

What can I do if I do not agree with the lawyer's opinion?

We have confidence in the opinion of our appointed lawyer and rely on this when deciding if we should continue to pay the costs and expenses towards your claim.

If you do not agree with our lawyer's opinion and you find a different lawyer, at your own cost, or you already have a lawyer who supports your view, then we will be happy to offer a review of the case. The opinion of your chosen lawyer must be based on the same information regarding the claim that you provided to us.

The lawyer conducting the review will be chosen jointly by you and us. If we cannot agree on who this lawyer should be then we will ask a relevant law society to appoint one. The reviewing lawyer will assess the case and we will abide by their decision. We will pay for the cost of this review and should they decide in your favour we will also pay any cost that you incurred for your chosen lawyer's second opinion.

This review and any resulting decision will not affect your rights to make a complaint as detailed in the 'What to do if you are unhappy' section of the 'Important Information' document.

General Conditions and Exclusions

In addition to the specific Legal Protection conditions and exclusions shown below all of the General Exclusions and General Conditions shown in your main Lemonade Home Insurance policy apply to this cover, except for terrorism and index linking.

We will not pay for

- a. any claim we reasonably believe you knew was likely to happen when you took out this insurance, e.g. where you were already in a disciplinary process at work before taking out this policy, which then led to you making a claim;
- b. claims where you do not keep to the terms, exclusions and conditions of this cover;
- c. costs and expenses which are incurred prior to our written agreement and authorisation;
- d. claims where the initial dispute or series of incidents leading to a claim on this policy happen before this cover starts or that begin after it comes to an end as shown on your Lemonade Insurance Policy; You can only make one claim for all disputes arising from the same incident.
- e. any legal action you take which we have not agreed to or where you do anything to hinder us or the lawyer;
- f. any fines, penalties, compensation or damages which you are ordered to pay by a court or other authority;
- g. any issue leading to a claim which was deliberately or intentionally caused by you;
- h. a dispute between you and someone related to you or who is insured under this policy;
- i. any claim relating to or arising as a result of divorce, separation, matrimonial issues or cohabitation, joint property ownership, joint financial obligations or maintenance, financial or custody arrangements involving children;
- j. any claim in respect of libel and slander;
- k. an application for judicial review;
- l. disputes relating to class actions e.g. If you are part of a group of people who are all making the same claim;
- m. disputes between you and us or Arc where the dispute relates to this cover;
- n. any claim relating to compulsory purchase or to major works where the effect is not specific to your home but is more widespread e.g. work on roads, railways and airports;

- o. where the incident leading to any claim occurs, or any proceedings are conducted, outside of the United Kingdom or the Channel Islands or the Isle of Man;
- p. any claims made by anyone other than you or your family attempting to enforce their rights under this cover;
- q. any test case unless:
 - (i) the case relates to the interpretation of a newly or recently enacted law, and
 - (ii) our lawyer agrees that the case is more likely than not to be successful. When a court considers a dispute which has never been decided before this is often referred to as a 'test case'. The court's decision on a test case will then be used to decide future cases on similar grounds to ensure the legal system is consistent and fair.

Claims

a. Freedom to choose your lawyer

- (i) If court proceedings are issued, there is a conflict of interest or if we consider the claim to be complex and requiring a specialist lawyer, you are free to choose your own lawyer by sending us their name and address
- (ii) We will appoint that lawyer subject to their acceptance of our standard terms of appointment
- (iii) We will only pay costs and expenses up to the amount we would have paid our appointed lawyer. This amount is currently £100 per hour and can vary from time to time at our discretion. These terms could mean you may be liable for additional funding which your own lawyer should explain to you along with the relevant information contained in the terms of appointment
- (iv) Subject to the terms and conditions of this policy we will pay their costs and expenses up to £50,000.

b. Our rights and your obligations

- (i) We will have direct access to the lawyer representing you who will, on request, provide us with any information or opinion in respect of your claim.
- (ii) You must co-operate fully with us and the appointed lawyer and must keep us up-to-date with the progress of the claim.
- (iii) At our request you must give the lawyer any instructions that we require.
- (iv) You must tell us immediately if anyone offers to settle a claim or makes a payment into court.
- (v) If you do not accept a payment into court or any offer where the lawyer advises that this is a reasonable settlement, we may refuse to pay any further costs and expenses.
- (vi) No agreement to settle on the basis of both sides paying their own costs is to be made without our prior approval.

Our rights to stop your claim

The cover we provide will end immediately if you:

- (i) settle a claim or withdraw a claim without our prior agreement, or
- (ii) do not give clear instructions when requested by the lawyer, or
- (iii) dismiss a lawyer without our prior consent. We will not withhold consent without good reason.

If, in the event of the above, we incur costs and expenses that would not otherwise have been incurred, we reserve the right to recover these from you.

Recovery of costs

If you are successful with your claim, you must instruct the lawyer to take every available step to recover for us all costs and expenses relating to your case.

Disputes about the way your claim has been handled

If you are not happy with the way your claim has been handled under this section then you can take the steps outlined in the 'What to do if you are unhappy' section of the 'Important Information' document. If your dispute relates to the legal opinion of a lawyer that we appoint

then we would also like to bring your attention to the 'What can I do if I do not agree with the lawyer's opinion?' section on page 9 of this document.

Information we need to know about

You must always take reasonable care to give full and correct answers to the questions we ask when you take out, make changes to, and renew your policy. Please tell us if anything on your policy document is incorrect or changes, including (but not limited to):

- leaving your home unoccupied for more than the number of days shown on your policy
- letting your home or using it for business (except computer work, emails, telephone calls or administration);
- if anyone insured (or to be insured) on the policy is charged or convicted of a (non-motoring) criminal offence. You also need to tell us if:
- you plan to:
 - alter or renovate the buildings (but not internal renovations unless you are creating an additional bedroom, bathroom or shower room);
 - lend your home;
 - any of the adults to be insured change.

When you tell us about a change we will tell you if this affects your policy (for example if we can no longer offer cover or if we need to change your premium

If you do not give us full and correct information, or tell us about the above changes, we may:

- change your premium, excess or cover;
- refuse to pay all or part of a claim or cancel your cover.

Your duty to prevent loss or damage

Everyone covered by this policy must:

- take all reasonable precautions to prevent accidents, loss or damage; and
- keep insured property in good condition.

In case of a claim

What you need to do

As soon as you are aware of something that is likely to lead to a claim you must:

- tell the police straight away if you have lost something or your claim is due to a crime (for example theft or malicious damage). Please get a crime reference number;
- contact us as soon as you reasonably can and give us all the information and help we need to settle your claim;
- tell us if any of your property is later returned to you;
- tell us if you receive any information or communication about the event leading to your claim and leave us to deal with it (unless we tell you otherwise).

To help us settle your claim

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

What you must not do

- Admit to any claim, promise any payment or refuse any claim without our agreement.
- Get rid of damaged property or organise repairs without
- our agreement.
- Abandon any damaged property to us.

What rights we have

We will be entitled, at our cost, but in your name, to:

- take legal proceedings for our own benefit to recover our costs in relation to your claim; or
- take over and conduct the defence or settlement of any claim.

We will have full discretion in the conduct of any legal proceedings and in the defence or settlement of any claim.

Fraud

If your claim is at all dishonest or exaggerated we will not pay you anything under this cover or return any money you have paid. We may also cancel your cover immediately and backdate the cancellation to the date of the fraudulent claim. We may also take legal action against you.

Other insurance

Sometimes you may have other insurance that would cover the same claim (or would cover it if this policy did not exist). If so, we will not pay more than our fair share, even if the other insurer refuses the claim.

Important note:

This condition will not have the effect of leaving you without cover for any claim. It operates where there is any other insurance covering the same claim (or would have in the absence of this policy) and determines how those insurance policies apply.

Other General Exclusions

Gradually occurring damage

- wear and tear (natural and predictable damage which happens over time or due to normal use or ageing), this includes, but is not limited to, gradual weathering, the effect of light; deterioration or depreciation;
- any other gradually occurring damage (except subsidence, heave and landslip).

2. Breakdowns or faults

Claims for things which have just broken down or stopped working. This means anything ranging from boilers to home appliances and laptops.

3. Events before the cover start date

Anything which happened or circumstances likely to lead to a claim (such as a flood warning being issued for your home) that you were aware of before the cover under this policy started.

4. Faulty materials or workmanship

Damage caused by faulty or unsuitable materials, design or poor workmanship.

5. Deliberate or Criminal Acts

Any loss or damage or liability arising from a deliberate or criminal act by you or any other person living with you.

6. Loss in value or indirect loss

Loss in value, including any loss that is not the direct result of the insured incident (for example if the value of an item or the market value of your home reduces because it has been repaired).

7. War

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

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

8. Other actions

Any consequence whatsoever which is the direct, or indirect result of any of the following, or anything connected with any of the following, whether or not such consequence has been contributed to by any other cause or event: any action taken in controlling, preventing, suppressing or in any way relating to War or Terrorism as described above.

9. Radioactivity

Loss, damage or liability which involves: ionising radiation or radioactive contamination from nuclear fuel or nuclear waste; or the radioactive, toxic, explosive or other dangerous properties of explosive nuclear equipment.

10. Pollution or contamination

Anything arising from pollution or contamination, unless caused by a sudden and unexpected accident which can be identified, or by oil leaking from a domestic oil installation at your home.

11. Unauthorised and/or Malicious Access to Computer or Electrical Equipment

We will not pay for;

Any loss, damage or liability caused directly or indirectly, or in any way connected to unauthorised, and/or malicious access by any person to:

the power network, leading to a power failure or power surge; and/or computer or electronic components and systems (including smart devices), resulting in any reprogramming of software, loss of data, introduction of malware, codes or viruses with the intention or effect to cause such systems or connected devices to stop, fail or function otherwise than is intended by the manufacturer.

How the Policy Works

This is an annual policy. We will auto-renew this policy each year on the anniversary of your policy start date. The person who sold you this policy will always notify you in advance of any renewal.

If at any time the cover doesn't suit you, or you don't need it anymore, you can cancel your policy at any time and provided that you have not made any claims in that year you will receive a pro-rata refund for any remaining whole months of cover.

The Policy cooling off period

There are special terms around cancellation when you first buy. This is often referred to as the cooling off period. If you cancel within 14 days of the start date of your policy or the date that you receive your Policy Schedule (whichever is later), then you will receive a full refund for any premium paid for this policy provided that you have not already made a claim.

Cancellation by Us

In some circumstances we may cancel your policy. There are a number of reasons we may do this, but the most common would be if you do not keep up your payments, you have disclosed incorrect information to us deliberately or if we suspect fraud. In these circumstances, we may at our discretion, and in accordance with the relevant regulations, prevent you from renewing or cancel your policy altogether. In some situations, it may be appropriate for us or the person who sold you this policy to backdate the cancellation of your policy to the date of your purchase or renewal. We or the person who sold you this policy Insurance will notify you of any cancellation or non-renewal in writing by email.

If you fail to make a payment, we will contact you at the email you provided. If you miss the very first payment, your policy will not be activated until due payment has been made, and received by us. For failure of subsequent payments, we will send you a reminder to the email provided. If we do not receive payment within 7 days of the reminder, your policy will be cancelled immediately, according to statutory provisions.

You will not be able to make any claim whilst you have any unpaid premium regardless of the amount that is overdue.

Changes by Us

We may occasionally make changes to your policy to make things clearer or better for you, to extend or amend your cover, to correct errors, to change service providers, to reflect changes in our corporate structure, to update tax rates, or comply with any applicable laws and regulations, including any court judgments and directives from the regulator or the ombudsman. If we do make a change, we'll give you a minimum of 30 days' notice, and your new policy will be sent to you by email, or you can contact us to request a copy. If you're unhappy with a change, you can always cancel your policy and get a refund for any pre-paid premium.

Other Insurance

We will not pay any claim if any loss, damage or liability covered under this insurance contract is also covered wholly or in part under any other insurance contract except in respect of any excess beyond the amount which would have been covered under such other insurance contract had this insurance contract not been effected.

Changes in Circumstances

We have relied on the information and statements which you have provided in the proposal form or statement of fact. You must tell the person who sold you this policy of any changes to the answers you have given as soon as possible.

Failure to advise of a change to your answers may mean your policy is invalid and claims may not be paid. These changes may result not only in a change to the terms and conditions of this insurance contract but also your premium and/or excess.

In particular, you must tell the person who sold you this policy:

- if you change your address
- if you need to change the people covered under the policy
- if you or anyone covered under the policy receive a county court judgment, conviction or are prosecuted (except for motoring offences where a custodial sentence has not been served)
- if you or anyone covered under the policy are declared bankrupt or become subject to bankruptcy or insolvency proceedings including an Individual Voluntary Arrangement or Debt Relief Order.
- if you or anyone covered under the policy has another insurance policy cancelled by your insurer
- if any refurbishments, conversions, extensions or other structural works to the buildings are planned or if there are any changes from those already disclosed to us
- if you plan to leave the property unoccupied for more than 30 consecutive days
- about any changes to the level of cover you need for your contents
- about any changes to your personal items that will increase their value

When Oops Insurance receives notification of any alterations as described above, we or Oops Insurance have the option to either change the terms and conditions or issue notice of cancellation of this insurance.

If you were to die during the policy period, we would continue to honour the policy for your legal representatives until the end of the policy period. For monthly policies we would continue to honour the policy for your legal representatives for the remainder of the month and the following month, without any further payment (provided that they comply with the policy terms and conditions). After this, the policy would automatically terminate and your representatives would need to take out alternative cover.

Actions to Remain Covered

In addition to informing us of any changes in circumstances, in order to remain fully covered by your policy you must endeavour to:

- prevent any loss or damage.
- ensure the premises are kept in a good condition, good state of repair and remain structurally sound.

- ensure that all protections provided for the security of the home are maintained in good working order and are in full and effective operation. If you fail to comply with any part of this condition, claims as a result of illegal entry or exit may not be covered.

In the event that you do not follow these rules, it may result in claims not being paid. Further to this, we may decide to remove certain cover options selected, alter the premium or cancel the whole policy.

Who are the Providers of this Policy?

This policy is sold by the person who has sold you this policy and they may receive a commission from us, which is a percentage of the total premium, for doing so.

Contents and liability claims for this policy are administered by The JMP Practice Limited t/as JMP Solicitors who are registered in England and Wales under company number 04153919 and its registered office address is 10 Guildhall Street, Grantham, Lincolnshire NG31 6NJ.

This policy is underwritten by C&C Insurance Company PCC Ltd which means that they bear the cost of any claim.

How to Make a Claim

In the event of a claim or potential claim under this policy, please contact our Claims Team by:

- by calling our claims helpline: **0345 548 1101**

The claims helpline is open 9am to 5pm Monday to Friday (except Bank Holidays).

When contacting our Claims Team, please ensure you have your policy reference number available. We may record or monitor calls for training purposes or to improve the quality of our service.

Claims Conditions Applicable to the Whole of Your Contents Insurance

Your duties in the event of a claim or possible claim under this insurance:

1. You must notify our claims management team at **0345 548 1101** within 30 days of the incident, providing written details of what happened and any other information we may require. If the incident is as a direct result of theft or any malicious act, then the incident must be reported to the police by you within 24 hours of discovery of the incident to obtain a crime reference number.
2. You must forward to us, by registered post or email and within 3 working days, any letter, writ, summons or other legal document served on you in connection with a claim or possible claim. You must not answer any correspondence, admit, deny or negotiate any claim without prior written consent. You must not admit liability or offer or agree to settle any claim without our written permission.
3. You must allow us or our representatives full access to your home or any building where any loss or damage has occurred to deal with the claim. We will also be entitled to defend or settle any legal action and take proceedings to recover compensation from any third party in respect of anything that is covered by this policy, we may do this in your name and for our benefit but at our expense.

4. You must not dispose of any damaged items before we have had the opportunity to inspect them unless you have been advised by us to dispose of them.
5. It is your responsibility to prove any loss and you must provide us with evidence of the value or age (or both) for all items involved in a claim. To help prove your claim we will require you to provide original purchase receipts, invoices, bank or credit card statements, instruction booklets, photographs, utility bills, pre-purchase surveys or plans and deeds of your home.
6. You must take care to limit any loss, damage or injury.
7. You must not make a claim which is fraudulent and/or intentionally exaggerated and/or supported by any fraudulent statements or other devices. If you do, we will not pay any part of your fraudulent claim. In addition, we will have the right to:
 - treat this policy as terminated from the date of your fraudulent act;
 - recover from you any amounts that we have paid in respect of your fraudulent claim.
8. You must pay all premiums that are due. If any premium that is due has not been paid at the time of any claim or incident giving rise to a claim, it may result in your claim not being paid and your policy voided.

Failure to comply fully with any of the claims conditions listed above will prejudice you in the event of a claim, which may result in your claim not being paid in full or paid at all.

Claims Conditions Applicable to Mobile Phones

Your duties in the event of a claim or possible claim under this insurance for a mobile phone(s):

1. If your mobile phone(s) is lost or stolen, then you must report it to the police. You can do this at www.reportmyloss.com/uk, your local constabulary website or over the phone. You will need to obtain a crime or lost property reference number from them, which we will need you to share with us.
2. You must provide us with evidence of your ownership, the age and value of the mobile phone(s) involved in a claim. We may request you to provide original purchase receipts, invoices, bank or credit card statements, instruction booklets and photographs.
3. If your claim is for theft, loss or damage to your mobile phone(s), then you must provide evidence from your network provider to show that the mobile phone(s) has been in use until the event giving rise to a claim. You must also provide your IMEI/serial number of the mobile phone(s) being claimed for when we request this.
4. If your mobile phone(s) is damaged, you must not dispose of it and you must hand it over to us for inspection and repair if we request that you do.
5. If your claim is for the accidental loss or theft of your mobile phone(s), then you must activate any deactivation tools available (e.g. Find My iPhone) as soon as possible and send evidence to us that this has been done, as and when we request such evidence.

How your Claim will be Settled

If you claim for loss or damage to the contents, we will at our option repair, replace or pay for any article covered.

For total loss or destruction of any article we will pay you the cost of replacing the article as new, as long as:

- the new article is as close as possible to but not an improvement on the original article when it was new; and
- you have paid or we have authorised the cost of replacement. The above basis of settlement will not apply to:
 - clothes
 - pedal cycles
 - mobile phones
 - laptops

where we will take off an amount for wear and tear and depreciation.

This means that, if the item(s) being claimed for cannot be replaced with an identical item(s) of the same age and condition, we will replace it with one of comparable specification or the equivalent value taking into account the age and condition of the original item(s).

For the avoidance of doubt, refurbished mobile phones and laptops are counted as new at the point they were purchased by you, and should be insured at their refurbished value.

If you are claiming for an item of jewellery or a watch which exceeds £500, we will require proof of purchase and an independent valuation less than 3 years old at the point of the claim.

We will not pay the cost of replacing or repairing any undamaged parts of the contents which form part of a pair, set or suite or part of a common design or function when the loss or damage is restricted to a clearly identifiable area or to a specific part.

When settling any claims we will always settle the claim to the account of the person making the claim. Where there are multiple members of the household, we take no responsibility for allocating any claims funds or any refunds between joint policyholders. Any claim settlement may result in an increase in your renewal premium.

Your Sum Insured

We will not reduce the contents sum insured after we have paid a claim as long as you agree to carry out our recommendations to prevent further loss or damage.

It is important to make sure the full replacement value of your contents, including personal items, does not exceed the level of cover shown in your schedule. If you do not select an appropriate level of cover, you are at risk of being under-insured. This means that, in the event of a claim, any claim settlement may be proportionally reduced by the percentage amount that your contents are under-insured.

Limit of Insurance

We will not pay any more than the sum insured for the contents of each premises shown in the schedule. The maximum sum insured in any policy year is £20,000 or as shown on your schedule.

General Exclusions Applicable to the Whole of this Insurance

We will not cover:

Radioactive Contamination and Nuclear Assemblies

We will not pay for:

- loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom.
- any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from:
 - ionising radiations or contamination by radioactivity from any 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 nuclear component thereof

War Exclusion

We will not pay for any loss or damage or liability directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

Existing and Deliberate Damage Exclusion

We will not pay for loss or damage:

- occurring before cover starts or arising from an event before cover starts
- caused deliberately by you or your representatives

Nuclear, Biological and Chemical Contamination Clause

We will not pay for:

- Loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising therefrom;
- Any legal liability of whatsoever nature;
- Death or injury to any person;

Directly or indirectly caused by or contributed to by or arising from Nuclear, Biological or Chemical contamination due to or arising from;

- Terrorism; and/or
- Steps taken to prevent, suppress, control or reduce the consequences of any actual, attempted, threatened, suspected or perceived terrorism.

For the purposes of this exclusion 'terrorism' means any act(s) of any person(s) or organisation(s) involving:

- The causing, occasioning or threatening of harm of whatever nature and by whatever means;
- Putting the public or any section of the public in fear;

In circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

Contamination and Pollution Exclusion

We will not pay for any loss or damage due to contamination, sooting, deposition, impairment with dust, chemical precipitation, poisoning, epidemic, pandemic and disease including but not limited to foot and mouth disease, pollution, adulteration or impurification or due to any limitation or prevention of the use of objects because of hazards to health.

This exclusion does not apply if such loss or damage arises out of one or more of the following perils – fire and resultant smoke damage, lightning, explosion, earthquake, impact of aircraft, storm, flood, weight of snow, escape of water from fixed water tanks, apparatus or pipes, riot, civil commotion, malicious damage, subsidence, heave or landslip.

Micro-organism Exclusion

We will not pay for any loss, damage, claim cost, expenses or other sum directly or indirectly arising out of or relating to:

Mould, mildew, fungus, spores or other micro-organism of any type, nature or description, including but not limited to any substance whose presence poses an actual threat to human health.

This exclusion applies regardless whether there is:

- Any physical loss or damage to insured property
- Any insured peril or cause, whether or not contributing concurrently or in any sequence
- Any one loss, occupancy or functionality
- Any action required, including but not limited to repair, replacement, removal, clean-up, abatement, disposal, relocation or steps taken to address medical or legal concerns

Diminution in Value Exclusion

We will not pay for any reduction in value of the property insured following repair or replacement paid for under this insurance.

Contractors Exclusion

We will not pay for any loss, damage or liability arising out of the activities of contractors. For the purpose of this exclusion a contractor is defined as any person, company or organisation working at or on the premises, including where you are working in your capacity as a professional tradesman.

Electronic Data Exclusion We will not pay for:

Loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any cause whatsoever (including but not limited to computer viruses) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

However, in the event of a fire or explosion resulting from any matter described above, this insurance will cover physical damage occurring during the policy period to the property insured by the original policy.

Should electronic data processing media insured by this policy suffer physical loss or damage insured by this policy, then the basis of valuation shall be the cost of the blank media plus the costs of copying the electronic data from back-up or from originals of a previous generation. These costs will not include research and engineering or any costs of recreating, gathering or assembling such electronic data. If the media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank media. However, this insurance does not insure any amount pertaining to the value of such electronic data to the insured or any other party, even if such electronic data cannot be recreated, gathered or assembled.

Faulty Workmanship Exclusion

We will not pay for:

- Any loss or damage arising from faulty design, specification, workmanship or materials

Wear and Tear Exclusion

We will not pay for:

- Any loss or damage caused by wear and tear or any other gradual operating cause

Pests, Insects or Vermin Exclusion

We will not pay for:

- Any loss or damage caused by pests, insects or vermin

Sanction Limitation and Exclusion

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

Applicable Laws to this Insurance

Matters relating to this policy will always be managed in accordance with the applicable laws in England and Wales. Any disputes relating to this policy will be under the exclusive jurisdiction of English courts.

There are a number of laws which are applicable to this insurance policy which you should be aware of:

The Consumer Insurance (Disclosure and Representations) Act 2012

This Act sets out situations where failure by a policyholder to provide complete and accurate information requested by an insurer allows the insurer to cancel the policy, sometimes back to its start date and to keep any premiums paid. The Act also places a duty on the Insurer to ensure that the questions they ask the policyholder are clear, specific and not misleading.

Dangerous Dogs Act 1991

The Dangerous Dogs Act 1991 imposes certain requirements on specific types of dogs. It also places requirements in relations to dogs which are, as described by the Act, dangerously out of control. For further guidance please see the Office of Public Sector Information Website (<http://www.legislation.gov.uk/>) or contact the Citizens Advice Bureau.

Defective Premises Act 1972

The Defective Premises Act 1972 imposes duties in connection with the provision of dwellings and imposes liability for injury or damage caused to persons through defects in the state of the premises. Section 3 of The Defective Premises Act 1972 (or in Northern Ireland, Section 5 of The Defective Premises Northern Ireland Order 1975) extends the duty of care in certain circumstances after the dwellings have been disposed of.

For further guidance please see the Office of Public Sector Information Website (<http://www.legislation.gov.uk/>) or contact the Citizens Advice Bureau.

Contracts (Rights Of Third Parties) Act 1999 Clarification Clause

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

The insurer

This insurance is underwritten by C&C Insurance Company PCC Ltd.

C&C International Privacy and Use of your Personal Information

If you have any concerns about how your personal data is being collected and processed, or wish to exercise any of your rights detailed in our Privacy Notice, please contact C&C Insurance Company PCC Ltd Data Protection Officer at: -

Email: complaints@cityandcommercial.com

Phone: 03333 447 987

C&C Insurance Company PCC Ltd and the person who sold you this policy are the appointed claims adviser are the data controllers (as defined by the UK Data Protection Act 2018 and all applicable laws which replace or amend it, including the General Data Protection Regulation) in respect of this contract of insurance. C&C Insurance Company PCC Ltd may obtain, collect and process your personal information for the purposes of entering into and to perform our insurance contract with you.

For full details of what data C&C Insurance Company PCC Ltd collect about you, how C&C Insurance Company PCC Ltd use it, who they share it with, how long they keep it and your rights relating to your personal data, please refer to C&C Insurance Company PCC Ltd Privacy Notice which is available on the following Website at:

Website: www.cityandcommercial.com

If you do not have access to the Internet, please write to the C&C Insurance Company PCC Ltd Data Protection Officer (at the address shown below) with your name and address and a copy will be sent to you in the post.

In summary, C&C Insurance Company PCC Ltd may, as part of agreement with you under this contract, collect personal information about you including: -

- a. Name, address, contact details, date of birth and cover required
- b. Financial information such as previous credit history, bank details
- c. Details of any previous insurance claims.
- d. Information for Employers' Liability Database record (if Employers' Liability insurance is included)

C&C Insurance Company PCC Ltd may also collect sensitive personal information about you, and any additional people who you wish to be insured under the policy, including detailed medical records about the illness and treatment rendered for curing the same to validate the claim.

C&C Insurance Company PCC Ltd collect and process your personal information for the purpose of insurance and claims administration.

Telephone calls may be monitored and recorded, and the recordings used for fraud prevention and detection, training and quality control purposes.

Your personal information may be shared with third parties which supply services to us or which process information on our behalf (for example, premium collection and claims validation, or for communication purposes related to your cover). C&C Insurance Company PCC Ltd will ensure that they keep your information secure and do not use it for purposes other than those that they have specified in their Privacy Notice.

Some third parties that process your data on our behalf may do so outside of the European Economic Area (“EEA”). Where such transfers occur, we ensure that they do not occur without our prior written authority and that an appropriate transfer agreement is put in place to protect your personal information to an equivalent standard to that found in the EEA. C&C Insurance Company PCC Ltd will keep your personal information only for as long as they believe is necessary to fulfil the purposes for which the personal information was collected (including for the purpose of meeting any legal obligations).

C&C Insurance Company PCC Ltd will share your information if we are required to by law. C&C Insurance Company PCC Ltd may share your information with enforcement authorities if they ask us to, or with a third party in the context of actual or threatened legal proceedings, provided we can do so without breaching data protection laws.

If you have a concern about the way we or the person who sold you this policy have handled your personal data, then you have the right to report this to the Information Commissioner’s Office:

Website: <https://ico.org.uk/concerns/>
Phone: 0303 123 1113 (lines are open Monday to Friday 9am to 5pm)
Email: casework@ico.org.uk

What to do if you have a complaint relating to the administration or sale of this insurance. We are committed to providing you with excellent customer service, but we accept that occasionally things go wrong. We take all complaints seriously and have a commitment across our business to treat all customers fairly. Where we have made a mistake, we want to put things right quickly.

Complaints relating to the administration or sale of this insurance:

If your complaint is about the administration or sale of this insurance, please contact the person who sold you this policy.

Complaints relating to policy coverage and claims

If Your complaint relates to the policy coverage or how a claim has been handled, you should refer your complaint to C&C International using the contact details below, quoting your policy number to:

The Compliance Director, C&C Insurance Company PCC Ltd Eden Plaza F20, Eden Island, Mahe, Seychelles.
Telephone: 03333 447 987
Email: complaints@cityandcommercial.com

C&C Insurance Company PCC Ltd Compliance Officer will acknowledge the complaint. We aim to resolve your concerns within three working days but if we are unable to do so we will confirm to you in writing that we have received your complaint within five working days and we will advise you of the person who will be dealing with the complaint, and when you can expect to receive a detailed response. The person dealing with the complaint will be a senior member of staff who was not directly involved in the matter which is the subject of the complaint. They will have the authority and experience to adequately address the complaint and explain the results of the investigation.

Your complaint will be thoroughly investigated, and we will respond to it as soon as possible. Within eight weeks we will provide a final response to your complaint in writing or, if it is not possible to respond within that time, we will inform you in writing within twenty business days, why we have been unable to resolve the complaint within that time, why we need more time to do so and when you can expect to receive our final response.

If we have not completed our investigation, within eight weeks after the complaint was made, we will write to you and explain why there is a further delay. We will also confirm when we expect to issue our final response.

If you remain unsatisfied with the response you receive from us, please let us know by writing directly to our Managing Director at the above address. If you are still dissatisfied with our MD's reply, you can approach Financial Services Authority, Seychelles.

Financial Services Authority Seychelles, Bois De Rose Avenue, P.O. Box 991, Victoria, Mahé, Republic of Seychelles.
Website: <https://fsaseychelles.sc/>

Important: This complaints notification procedure does not affect your right to take legal action.

The Financial Services Compensation Scheme

The person who sold you this policy of insurance may be covered by the Financial Services Compensation Scheme (FSCS) and you may be entitled to compensation from the scheme if this insurance cannot meet its obligations. This will depend on the circumstances of the claim. Further information about the compensation scheme arrangements can be found on the FSCS website at www.fscs.org.uk

Please read your policy document carefully and keep it in a safe place.