

# RESIDENTIAL PARK HOME INSURANCE POLICY



*“Ultimate”*

ARRANGED AND ADMINISTERED BY

**COBRA™**

**INSURANCE BROKERS LTD**  
Essex

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## How to use your Residential Park Home Policy

### Your Policy and the Cover it provides

The Policy booklet gives details of all the cover available under Insurance for Residential Park **Homes**. Cover is divided into three main sections, **Home Buildings & Contents, Personal Possessions and additional covers**, each section tells **you** what **we** will and will not pay for. The Schedule, which is enclosed with **your** Policy makes the document particular to **you**. The Schedule shows which sections of the Policy apply to **you** and also the amount of cover provided under those sections. **You** will not be covered under any section that has not been requested and paid for by **you**. However, **you** may apply to alter **your** cover at any time in the light of changing circumstances.

### SUPERIOR COVER

This policy covers your Buildings and contents on an All Risks and Reinstatement basis, it is designed to place you in the same position you were in prior to any loss incurred by you. This policy offers new for old/reinstatement on buildings and contents where possible.

This policy offers

- Buildings cover (up to £200,000 property value)
- Contents cover (up to £ 40,000 value)
- Property Owners Liability insurance (sum insured of £ 5,000,000)
- Alternative Accommodation cover (up to £30,000)
- Garden Landscaping (up to £750)
- Garden Contents (up to £1,000)
- Outbuilding Contents (up to £2,500)
- Keys & Locks (up to £750)
- Title Deeds (up to £500)
- Office Equipment at Home (up to £5,000)
- Frozen Food (up to £1,000)
- Fatal Injury Benefit (up to £10,000)
- Legal Expenses Helpline (up to £50,000)
- Emergency Assistance (up to £25,000)

### Your cancellation rights

**You** have the right to cancel **your** policy during a period of 14 days after **you** receive **your** policy documentation. If **you** wish to do so, and the insurance cover has not yet commenced, **you** will be entitled to a full refund of the premium paid. Alternatively, if **you** wish to do so, and if the insurance cover has already commenced, **you** will be entitled to a refund of the premium paid, subject to a deduction for the time for which **you** have been covered. This will be calculated on a pro-rata basis for the period in which **you** received cover and will include an additional charge to cover the administrative cost of providing the policy. To exercise **your** right to cancel **your** policy, please contact:

COBRA Insurance Brokers, Matrix House, Lionel Road, Canvey Island, Essex, SS8 9DE  
Telephone: 01268 511115  
Email: britannia@cobrainurance.co.uk

### **Changes in your circumstances**

The information **you** have supplied forms part of the contract of insurance. **Your** policy is evidence of that contract. **You** should read it carefully and keep it in a safe place. **You** must tell **us** immediately of any changes to this information including, of course, any change of address.

**You** must also notify **us** if:

- a) **you** or anyone living with **you** is declared bankrupt or have received a police caution for or been charged with but not yet tried for any offence other than driving offenses
- b) The **home** is **unoccupied** (see definition on page 8), or if it is to be left empty on a regular basis.

## **Insurance for Residential Park Homes cover**

**We** will pay for any loss, damage, injury, cost or liability described in this Policy arising from events happening during any period of insurance for which **you** have paid and **we** have accepted the premium. The Statement of Fact and declaration made by you are incorporated into this insurance contract. This Policy should be read together with the Schedule and any Endorsements.

### **Making a claim**

To make a claim, check **your** Policy Schedule to make sure **you** have the appropriate cover. Then follow the instructions on **How to make a claim** and **Conduct of Claims** relevant to the cover concerned. **You** should contact COBRA Insurance for a claim form and let us have as much information as possible to help us deal with **your** claim quickly and fairly. Finally, do not hesitate to ask for advice; COBRA Insurance will be pleased to help **you**. Telephone: **01268 511115** or Email: britannia@cobrainurance.co.uk

### **Our commitment to service – If you have a complaint**

**Complaints** - If at any time **you** have a complaint about the services that are provided for **you**, then **you** should contact:

COBRA Insurance Brokers,  
Matrix House, Lionel Road, Canvey Island  
Essex SS8 9DE  
Telephone: 01268 511115

All complaints received are taken seriously and will be handled promptly and fairly. If **you** make a complaint, it will be acknowledged promptly, an explanation of how it will be handled, what **you** need to do and how **your** complaint is progressing will be given to **you**. **Your** complaint will be recorded and **your** comments analysed to help to improve the service offered. If at any time **you** have a complaint about the services provided under sections 1 and 2 of the policy, then **you** should refer **your** complaint to the Head of Customer Care who will arrange for an investigation on behalf of the Chief Executive:

If after taking this action you are dissatisfied with our response please write to: -  
For Sections 1 & 2

Chief Executive Officer  
Lemma Europe Insurance Company Limited  
85 Main Street  
Gibraltar

For Sections 3

The Customer Relations Manager,  
UK General  
Cast House,  
Old Mill Business Park,  
Gibraltar Island Road,  
Leeds,  
LS10 1RJ.

In all cases, if **you** are still not happy with the outcome of **your** complaint **you** may be eligible to refer **your** complaint to:

The Financial Ombudsman Service (FOS)  
South Quay Plaza  
183 Marsh Wall  
London  
E14 9SR  
Telephone: Helpline 0845 080 1800  
Telephone Switchboard: 0207 964 1000  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

Note that the FOS will only consider **your** complaint if **you** have given us the opportunity to resolve it. If, however, **your** complaint is not resolved within 40 working days, the FOS will accept a direct referral.

### **Compensation**

The insurers of this policy are covered by the Financial Services Compensation Scheme (FSCS). If we are unable to meet our obligations, you may be entitled to compensation from the scheme, depending on the type of insurance and the circumstances of the claim.

Further information is available from the FSCS at [www.fscs.org.uk](http://www.fscs.org.uk) or by telephone on 0800 678 1100.

## Definitions applying to sections 1 & 2 of this policy

The words defined below will have the same meaning wherever they appear in this Policy and will be highlighted by the use of bold print and start with a capital letter.

**British Isles;** England, Scotland, Wales, Northern Ireland, the Isle of Man and the Channel Islands.

**Computer System;** shall mean any computer, data processing equipment media or part thereof, or system of data storage and retrieval, or communications system, network, protocol or part thereof, or storage device, microchip, integrated circuit, real time clock system or similar device or any computer software (including but not limited to application software, operating systems, runtime environments or compilers), firmware or microcode.

**Contents;** Household goods and personal property all belonging to or the responsibility of **You** and **Your Family** and contained in the **Home** or in the open within the boundaries of the **Land** belonging to the **Home**.

The term **Contents** does not include:

Property more specifically insured by this or any other Policy. Motor Vehicles (other than domestic gardening machines), caravans, watercraft, aircraft and their accessories. Animals, Securities and documents of any kind (unless stated in the schedule) Permanent fixtures and fittings.

Property or **Money** held for any professional or business purposes.

**Excess;** The first part of any claim which **You** must pay.

**Home;** The structure of **Your Park Home** which is occupied by **You** and **Your Family** as a private dwelling and its

- a) domestic outbuildings, garages, porches, sheds and skirting
- b) permanent fixtures and fittings, service tanks, pipes and cables
- c) paths, drives, terraces, walls, hedges, gates and fences all contained within the boundaries of the **Land**

**Land;** The **Land** belonging to the **Home**.

**Money;** Cash, bank or currency notes, cheques, travellers cheques, postal or money orders, savings stamps and certificates, travel tickets, luncheon vouchers, current stamps (face value only) and gift tokens.

**Personal Effects and Clothing;** Personal property which is normally worn or carried on or about the person. The term Personal Effects and Clothing does not include

**Money**, credit cards, sports clothing and equipment, contact or corneal lenses.

**Policyholder/You/Your;** The person(s) named as the **Policyholder** in **Your** Schedule.

**Unoccupied;**

- a) Insufficiently furnished for normal occupation, or
- b) Furnished for normal occupation but has not been lived in for more than 30 consecutive days.

**Valuables;** Jewellery, gold, silver, precious metals, clocks and watches, coin, medal and stamp collections, works of art, furs, televisions, radios, **Home** computers, audio and video equipment.

**We/Us/Our;** The insurer named in your schedule.

**Your Family; You, Your** spouse, partner, civil partner, children, parents and other relatives who normally live with **You**.

## Section 1: Residential Park Home and Contents

**This section only applies to you if shown in your Policy Schedule.**

We will not pay more in total than the sum insured for **Home** and **Contents** shown in your policy schedule for any one claim under causes A-G, L,Q, we will pay in addition amounts due under covers H-K,M-P, R-U up to the limits shown.

The following limits also apply:

- a) **Money** up to £250
- b) **Valuables** up to £2,000 for any one item and £10,000 in total.
- c) Property in the open within the boundaries of the **Land** is limited to £350 unless stated otherwise on the policy schedule.

### **We will pay for**

#### A – The Cover

Loss of or damage to the **Home** and **Contents** caused by:

1. Fire, explosion, lightning, earthquake.
2. Smoke.
3. Riot, civil commotion, labour and political disturbances.
4. Malicious persons or vandals.
5. Storm, flood or weight of snow.
6. Escape of water or oil from any fixed heating or domestic water installation, washing Machine, dishwasher or freezer.
7. Theft or Attempted Theft
8. Collision involving Aircraft or aerial devices or anything dropped from them, vehicles or animals
9. Falling Trees or Branches
10. Falling Aerials and their fittings or masts, telegraph poles, pylons or lamp posts
11. Subsidence or Heave of the site on which the **Home** stands, or landslip
12. Accidental Damage to
  - a. The **Home**
  - b. Contents inside the structure of the **Home**

## We will pay for – continued

### B. Frost Damage to interior fixed domestic water or heating installations

### C. Accidental Breakage of Glass

- a) glass, sanitary ware and ceramic hobs, all forming part of the **Home**.
- b) mirrors, glass tops to furniture, ceramic hobs and fixed glass in furniture occurring in the **Home**.

### D. Damage to Underground Services

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

### E. Damage to Electrical Equipment

Accidental damage to televisions, radios, **home** computers, rented telephone equipment, audio and video equipment in the **Home**.

### F. Household Removal

Accidental Loss or damage to **Contents** while in direct transit from the **Home** for permanent removal to another within the **British Isles**.

### G. Additional Costs

The Additional Costs of

- a. Re-siting and Delivery
- b. Complying with Government or Local Authority requirements
- c. Architects, engineers, surveyors and other professional fees
- d. Clearing debris, demolition, shoring or propping up necessary as a result of loss or damage insured by section 1 – Home and Contents

### H. Contents Temporarily Removed

Up to £5,000 of the Sum insured on **Contents** for loss of or damage to **Contents** while temporarily removed from the **Home** but still in the **British Isles** caused by:

- a) The Standard Cover described above except theft or attempted theft.
- b) Theft
  - i) from or during direct transit to or from any bank or safe deposit
  - ii) from any building where **You** or **Your Family** are employed or carry on business or reside.
  - iii) from any building where entry or exit has been gained by violent and forcible means.
- b) an accident (but not to persons over 70 years of age) provided death occurs within 12 calendar months of the incident.

## **We will pay for – continued**

### **I. Temporary Accommodation and Loss of Rent**

Up to £30,000 of the Sum Insured on **Buildings** for:

- a) the reasonable costs of **Your** temporary accommodation.
- b) loss of rent payable to **You**.
- c) ground rent which continues to be payable by **You**.
- d) Emergency kenneling for **Your** domestic pets. during the period necessary to restore **Your** home to a habitable condition, as a result of loss or damage insured by section 1A – The Cover.

### **J. Compensation for Death in Your Home**

£10,000 if **You** or **Your** spouse, partner or civil partner are fatally injured in the **Home** as a direct result of fire or assault

### **K. Theft or Loss of Keys**

Up to £500 for the replacement of external door locks to the **Home** if their keys are stolen or lost.

### **L. Frozen Food**

Spoilage of domestic food in any freezer at **your Home** caused by any malfunction or rise or fall in temperature in the freezer.

### **M. Contents at University/College**

Up to £2,000 for loss of or damage to **Contents** temporarily removed from the **Home** but within the **British Isles**, for the purposes of education caused by circumstances as described in the Standard Cover.

### **N. Wedding Gifts Cover**

Up to £3,500 for loss or damage to wedding gifts caused by the circumstances described in the Standard Cover for one month before and one month after the wedding day of **You** or **Your Family**. Cover applies while in the **Home**

### **O. Metered Water and Loss of Oil**

Up to £750 for loss of metered water or domestic heating oil following accidental damage to interior fixed domestic heating or water installations situated in or on the **Home**.

### **P. Garden Cover.**

If your garden is damaged by: fire, explosion, lightening, malicious persons, riot, theft or attempted theft, damage by vehicles, animals or aircraft we will pay the cost of re-landscaping up to £750, but not more than £250 for any one tree shrub or plant.

## We will pay for – continued

### Q. Emergency Access

Damage to your **Home** caused by forced access to attend a medical Emergency or an event which could result in damage to the **Home**.

### R. Liability to the Public

Up to £5,000,000 for any one cause (other than death, bodily injury or disease of **Your** domestic employees, where the amount is £2,000,000), plus defense costs and expenses incurred by **You** with **Our** consent, to indemnify

**You** and **Your Family** against legal liability for:

- a) accidental death, bodily injury or disease of any person.
- b) accidental damage to property arising:
  - i) from the ownership or occupation of the **Home** and the **Land**
  - ii) from any other private residence formerly owned and occupied by **You** and which **You** have sold and incurred by reason of Section 3 of the Defective Premises Act 1972, provided that no other insurance covers the liability
  - iii) from the employment of any domestic servant
  - iv) in any other personal capacity anywhere in the **British Isles** or during a temporary visit worldwide.

### S. Unrecovered Court Awards

Up to £1,000,000 for sums which **You** or **Your Family** have been awarded for accidental death, bodily injury or disease or accidental damage to property of the type described in paragraph R and where We are satisfied that these sums are not recoverable from the party held responsible by the Court. The award must be made in a Court in the United Kingdom and must not be the subject of any appeal

### T. Title Deeds

Up to £2500 for the cost of preparing new title deeds to the **Park Home** if they are lost or damaged by circumstances in Section A 1 - 11 The Cover when in the **Home** or in **Your** bank.

### U. Jury Service

**We** will provide cover for expenses and loss of earnings arising from service as a juror for any period in excess of two weeks. The most **we** will pay for any one event is up to £25 per day and the most **we** will pay in total is £1,500.

**We will not pay for**

**A. The Cover**

1. Damage caused by repeated exposure or any gradually operating cause.
4. Loss or damage caused by persons lawfully in the **Home**.  
Loss or damage caused while the **Home** is **Unoccupied**.
5. Damage caused by frost. Loss of or damage to hedges, gates and fences, from ground water rising and property in the open.
6. Damage caused while the **Home** is **Unoccupied**.  
Damage to the installation or appliance itself.
7.
  - a) Loss of **Money** unless involving forcible and violent entry to or exit from the **Home**.
  - b) Loss or damage occurring whilst the **Home** or any part is lent or let or the **Home** is
  - c) **Unoccupied** unless involving forcible and violent entry to or exit from the **Home**.
  - d) Loss or damage by **You** or **Your Family** or any tenant.
  - e) Loss by deception unless deception is only used to gain entry to the **Home**.
8. Damage caused by domestic pets or insects.
9. Damage to hedges, gates and fences.  
The cost of removal if the fallen tree or branch has not caused damage to the **Home**.  
Loss or damage during tree felling, lopping or topping.
10. Damage to the installation or appliance itself.
11.
  - a) The first £1500 of any claim
  - b) Damage resulting from coastal or river erosion.
  - c) Damage resulting from faulty workmanship or the use of defective materials.
  - d) Damage to paths, drives, terraces, patios, walls, service tanks, hedges, gates and fences unless the structure of the **Home** is damaged at the same time.
  - e) Damage resulting from the bedding down of new buildings or the settlement/shrinking of newly made up ground.
  - f) Damage resulting from demolition of or alteration or repair to the **Home** or the site on which the **Home** stands.
    - (i) arising from construction,
    - (ii) 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

**We will not pay for – continued**

12. a) Damage caused while the **Home** is lent, let or **Unoccupied**.  
 b) Damage which is specifically excluded elsewhere in Section 1 **Home** and **Contents**.  
 c) The cost of maintenance.  
 d) Damage caused by faulty workmanship or design or the use of faulty materials.  
 e) Damage to contact or corneal lenses.  
 f) Deterioration of food.  
 g) Damage caused by wear and tear, atmospheric or climatic conditions, rot, fungus, insects, vermin, domestic pets, repair, cleaning, alteration, restoration, dyeing, depreciation or any gradually operating cause.  
 h) Damage caused by mechanical or electrical breakdown  
 i) Damage to computers or computer equipment  
     (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

**B. Frost Damage to Plumbing Installations**

Damage caused while the **Home** is **Unoccupied**

**C. Breakage of Glass, Mirrors and Sanitary Ware**

Loss or Damage caused while the **Home** is **Unoccupied**

**E. Damage to Electrical Equipment**

Damage to records, films, tapes, cassettes, discs, cartridges or styli.

Damage caused by wear & tear, mechanical or electrical defect

Damage caused by cleaning, repair, restoration or use contrary to makers instructions

Damage caused while the **Home** is **Unoccupied**

Damage to equipment designed to be portable whilst it is being transported or carried or moved, e.g. Laptop computers, disc players, portable televisions

Accidental damage or contamination to computers or computer equipment by:

- i. Erasure or distortion of data
- ii. Accidental erasure or mislaying or misfiling of documents or records
- iii. Viruses

Damage to equipment not in or on the **Home**

Damage caused by fungus, rot, insects or vermin

Damage caused by action of light or any atmospheric or climate condition

Damage caused by gradual operating cause

Damage caused by chewing, scratching, tearing or fouling by domestic pets

**We will not pay for – continued**

**F Household Removal**

Loss of or damage to china, glass, earthenware, and brittle items unless they have been packed by a professional packer

Loss or damage caused by scratching, denting, bruising

Loss of or damage to property in storage.

Loss or damage insured under another policy other than our rateable proportion.

Loss of money.

Loss of or damage to jewellery.

Loss or damage during sea transit.

Loss or damage by mechanical or electrical breakdown or failure.

**G. Additional Costs**

a) costs for complying with requirements notified before the loss or damage occurred.

b) fees charged for preparing any claim under this Policy.

**H. Contents Temporarily Removed**

Loss or damage to property for sale or away on exhibition or in a furniture depository.

Theft of **Money** unless involving forcible and violent entry to or exit from a building.

Storm, flood or malicious damage to property which is not in a building.

Loss or damage to **Contents** in the custody or control of **You** and **Your Family** whilst temporarily living away from the **Home** for the purposes of education.

**L. Frozen Food**

Spoilage resulting from the deliberate disconnection by the supply authority of the individual gas or electricity supply to **Your Home**. Spoilage resulting from strike, lockout or industrial dispute. Property mainly used for business trade profession or employment service.

**M. Contents at University/College**

Loss of or damage to **Contents** by theft unless involving forcible and violent entry or exit from a building.

Loss of or damage to **Contents** insured under any other policy.

**O. Metered Water and Loss of Oil**

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

**We will not pay for – continued**

**P. Garden Cover**

Loss re damage to items not contained within the plot as defined in **Your** site agreement. Loss or damage caused by **You** or **Your** family or any person lawfully in the **Home**.  
Loss or damage caused by theft, malicious persons or vandals when **Home** is **Unoccupied**.  
Any plant, shrub or tree grown for business purposes.

**R. Liability to the Public**

Liability arising from:

Accidental death, bodily injury, illness or disease to **You** or **Your Family**.

Damage to property which belongs to **You** or **Your Family**, employees or is in their custody or control.

The ownership of any building or building or **Land** other than the **Home** and **Land**.

Any profession, business, or employment of **You** or **Your Family**.

The ownership, possession or use of any mechanically propelled vehicle (which includes motor cycles, children's motor cycles, children's motor cars, quad bikes and children's quad bikes) (other than liability arising from the ownership, possession or use of domestic gardening machinery.

The ownership or use of aircraft or watercraft unless they are models or hand propelled.

Any agreement or contract unless liability would have applied anyway.

The ownership or possessions of an animal to which any section of the Dangerous Dogs Act 1991 (or any amending legislation) applies.

Any liability arising from an award of a Court outside the **British Isles**.

**U. Jury Service**

Cover for any person other than the Insured or their spouse/partner.

Expenses that can be recovered from any other source.

Any period of jury service which was notified to you prior to the inception of this insurance?

Cover while the home is let or lent

## Settlement of home and contents claims

**We** will at **Our** Option pay the cost of repair or for replacement as new provided that, at the time of loss or damage, the sum insured is not less than the full replacement cost. We will not pay more in total than the sum insured for **Home** and **Contents** shown in your policy schedule for any one claim under causes A-G, L,Q, we will pay in addition amounts due under covers H-K,M-P, R-U up to the limits shown.

The following limits also apply:

- a) **Money** up to £250
- b) **Valuables** up to £2,000 for any one item and £10,000 in total.
- c) Property in the open within the boundaries of the **Land** is limited to £350.

If the property insured is not in good repair or if repair or replacement is not carried out **We** will at **Our** option;

- a) pay the cost of repair or replacement less a deduction for wear and tear and depreciation or
- b) pay for the reduction in market value caused by the loss or damage. The Sums Insured will not be reduced by the amount of any claim.

## How to make a Claim (not applicable to Legal Helpline)

### **a. Loss of or Damage to Property**

In the event of loss of or damage to property likely to result in a claim **You** must:

- i) In a reasonable timescale report to the police any theft, malicious damage, vandalism or loss of property.
- ii) In a reasonable timescale report to the credit card company any loss or theft of credit cards.
- iii) Advise Cobra Insurance on 01268 511115 or email [britannia@cobrainurance.co.uk](mailto:britannia@cobrainurance.co.uk) as soon as reasonably possible and at **Your** expense provide full written details and proofs as requested by them.
- iv) Take all reasonable steps to minimise loss or damage and take all practical steps to recover lost property and discover any guilty person.

### **b. Legal Liability**

In the event of any accident or incident likely to result in a legal liability claim **You** must:

- i) Advise Cobra Insurance immediately and as soon as possible provide full written details and assistance as requested by them.
- ii) In a reasonable timescale send Cobra Insurance any letter, writ, summons, or other legal document issued against **You** or **Your family** without answering it.

iii) Not negotiate, pay, settle, admit or deny any claim without **Our** written consent.

## **Conduct of Claims**

### **a. Our Rights**

In the event of a claim **We** may:

- i) enter into and inspect any building where loss or damage has occurred, and take charge of any damaged property. No property may be abandoned to **Us**.
- ii) take over and control any proceedings in **Your** name for **Our** benefit to recover compensation from any source or defend proceedings against **You**.

### **b. Recovery of Lost or Stolen Property**

If any lost or stolen property is recovered **You** must let **Us** know as soon as reasonably possible by recorded delivery. If the property is recovered before payment of the claim **You** must take it back and **We** will then pay for any damage. If the property is recovered after payment of the claim it will belong to **Us** but **You** will have the option to retain it and refund any claim payment to **Us**.

### **Matching sets, suites and carpets**

**We** treat any individual items of a matching set or suite of furniture or sanitary ware or other bathroom fittings as a single item. **We** will pay **you** for individual damaged items but not for undamaged companion pieces. If a carpet is damaged beyond repair **we** will only pay to have the damaged carpet replaced. **We** will not cover undamaged carpet in adjoining rooms.

## Section 2: Personal Possessions

### We WILL pay for

Loss of or damage to property owned by **You** or **Your Family** and described in the Schedule, anywhere in the world.

Financial loss resulting from fraudulent use by any unauthorised person of credit, charge or cash cards.

### We WILL NOT pay for

a) The amount of any **Excess** shown in **Your** Schedule.

Loss or damage;

b) Caused by wear, tear, fungus, insects, vermin, domestic pets, any gradually operating cause or atmospheric or climatic conditions or depreciation.

c) Caused by cleaning, alteration or repair.

d) Caused by mechanical or electrical breakdown.

e) Caused by detention or confiscation by Custom or other officials.

f) Caused by theft from any unattended motor vehicle unless all doors, windows and other openings have been locked and the property hidden from view.

g) Caused by deception unless deception is only used to gain entry to the **Home**.

h) Arising from the cost of remaking any film disc or tape or the value of any information contained.

i) To items not in care custody or control of you or your person.

j) Caused by theft or attempted theft from an unlocked hotel room.

k) To watercraft (which includes sailboards and windsurfers) aircraft caravans, trailers and mechanically propelled vehicles (which includes motor cycles children's motor cycles children's motor cars quad bikes and children's quad bikes), but lawn mowers garden implements wheelchairs models and toys are covered

l) To sports equipment in course of play.

m) Musical instruments by scratching or denting.

n) To pedal cycles while racing. To pedal cycles by theft unless securely locked when unattended away from the **Home**.

o) Damage to pedal cycle tyres or accessories unless the pedal cycle is lost or damaged at the same time.

p) **Money** by mistake in change, counting or overpayment.

q) Property or **Money** held for professional or business purposes.

## Settlement of personal possessions claims.

**We** will at **Our** Option pay the cost of repair or for replacement as new. Where **You** have chosen not to repair or replace an item **We** will make a deduction for wear, tear and depreciation. Sums insured will not be reduced by the amount of any claim except for individually Specified Items which will be removed from cover after total loss or destruction. **You** must tell **Us** if Specified Items are to be insured again after replacement. The Sums Insured should be the cost of replacing all items covered as new.

## How to make a Claim (not applicable to Legal Helpline)

### a. Loss of or Damage to Property

In the event of loss of or damage to property likely to result in a claim **You** must:

- i) in a reasonable timescale report to the police any theft, malicious damage, vandalism or loss of property.
- ii) in a reasonable timescale report to the credit card company any loss or theft of credit cards.

Advise Cobra Insurance as soon as reasonably possible and at **Your** expense provide full written details and proofs as requested by them.

Take all reasonable steps to minimise loss or damage and take all practical steps to recover lost property.

### b. Legal Liability

In the event of any accident or incident likely to result in a legal liability claim **You** must:

- i) advise Cobra Insurance in a reasonable timescale and as soon as possible provide full written details and assistance as requested by them.
- ii) in a reasonable timescale send Cobra Insurance any letter, writ, summons, or other legal document issued against **You** or **Your family** without answering it.
- iii) not negotiate, pay, settle, admit or deny any claim without **Our** written consent.

## Conduct of Claims (not applicable to Legal Helpline)

### a. Our Rights

In the event of a claim **We** may:

- i) enter into and inspect any building where loss or damage has occurred, and take charge of any damaged property. No property may be abandoned to **Us**.
- ii) take over and control any proceedings in **Your** name for **Our** benefit to recover compensation from any source or defend proceedings.

## **b. Recovery of Lost or Stolen Property**

If any lost or stolen property is recovered **You** must let **Us** know as soon as reasonably possible by recorded delivery. If the property is recovered before payment of the claim **You** must take it back and **We** will then pay for any damage. If the property is recovered after payment of the claim it will belong to **Us** but **You** will have the option to retain it and refund any claim payment to **Us**.

## **Section 3 – Additional Covers**

### **Legal Expenses**

**IMPORTANT NOTICE REGARDING THE OPERATION OF THIS POLICY.**  
**FAILURE TO COMPLY WITH THESE TERMS COULD MEAN THAT WE DECLINE TO PAY YOUR CLAIM.**

- \* All potential claims must initially be reported to Our appropriate Claims Helpline Service (shown below), which operates 24 hours a day, 365 days a year in respect of legal issues and the hours of 09.00 – 17.00 Monday to Friday excluding Bank Holidays for taxation and Identity Theft issues. A legal and taxation advice service is also provided as below.

#### **Legal Claims Notification & Advice Helpline Service - 0844 800 0128**

**This Helpline Service is only in respect of legal issues and cannot assist with any other insurance matter.**

#### **Tax Advice Helpline Service – 01455 852034**

**This Helpline Service is only in respect of taxation issues and cannot assist with any other insurance matter.**

#### **Tax Claims Notification & Identity Theft Helpline Service – 01384 377000**

**This Helpline service is only in respect of notification of Tax claims and ID Theft issues and cannot assist with any other insurance matter.**

- \* This is a policy where You must notify Us during the Period of Insurance and within 30 days of any circumstances which may give rise to any claim under this policy. Failure to do so could mean that We decline to pay a claim for Your Professional Fees.
- \* If You can convince Us that there are sensible prospects of being successful in Your claim and that it is reasonable for Professional Fees to be paid We will:-
  - take over the claim on Your behalf.
  - appoint a specialist of Our choice to act on Your behalf.
- \* We may limit the Professional Fees that We will pay under the policy where:-
  1. We consider it is unlikely a reasonable settlement of Your claim will be obtained;
  2. there are insufficient prospects of obtaining recovery of any sums claimed; or

3. the potential settlement amount of Your claim is disproportionate compared with the time and expense incurred in pursuing or defending Your claim. Where it may cost Us more to handle a claim than the amount in dispute We may at Our option pay to You the amount in dispute which will then constitute the end of the claim under this policy.

- \* If Legal Proceedings have been agreed by Us You may at this stage decide to nominate and use Your own solicitor or indeed, You may wish to continue to use Our own specialists. If You decide to nominate Your own Professional We must agree this in advance and You will be responsible for any Professional Fees in excess of those which Our own specialists would normally charge Us (details are available upon request).
- \* At conclusion of Your claim if You are awarded any costs (not Your damages), these must be paid to Us.
- \* In the event that You make a claim under this policy which You subsequently discontinue due to Your own disinclination to proceed, any legal costs incurred to date will become Your own responsibility and will be required to be repaid to the insurer.

**Please note that if You engage the services of anyone prior to making contact with the Helpline Services and incur any costs without our prior written approval these costs will not be covered by this insurance.**

If upon receipt of this policy You are unhappy with any of the requirements as stated above please advise Your insurance adviser immediately who subject to there being no claims on this policy will arrange a full refund of premium.

#### **IMPORTANT POLICY INFORMATION**

All potential claims must initially be reported to Our Claims Helpline Service, which operates 24 hours a day, 365 days a year in respect of the Legal Helpline and the hours of 09.00 – 17.00 Monday to Friday excluding Bank Holidays for the Tax and Identity Theft Helpline.

**The Legal Claims Notification & Advice Helpline Service telephone number is 0844 800 0128.**

**The Tax Advice Helpline Service telephone number is 01455 852034.**

**The Tax Claims Notification & Identity Theft Helpline Service telephone number is 01384 377000.**

Please note that the Claims Notification & Legal Helpline Service is not empowered to give advice on the admissibility of any claim under the policy.

If You wish to make a claim or you have a query relating to policy cover, then you should contact:

Claims Department  
Legal Insurance Management Ltd  
16-18 Hagley Road  
Stourbridge  
West Midlands

This is a 'Claims Made' policy. It only covers claims notified to Us during the Period of Insurance and within 30 days of any circumstance which may give rise to any claim. Failure to do so could lead Us to decline that claim.

## POLICY DEFINITIONS

The words or expressions detailed below have the following meaning wherever they appear in this policy.

### **Agent**

The Agent appointed by the Cover holder to transact this Insurance with You.

### **Authorised Professional**

A solicitor, counsel, claims handler or mediator, accountant, firm of accountants or other appropriately qualified person appointed and approved by Us under the terms and conditions of this policy to represent Your or an Insured Person's interests.

### **Court**

A court, tribunal or other competent authority.

### **Credit Reference Agency**

Equifax, Experian, and Call Credit.

### **Event**

The initial event, act or omission which sets off a natural and continuous sequence of events that subsequently gives rise to a claim for indemnity against Us.

### **Excess**

The first amount of each and every claim as detailed on the Schedule.

### **Home**

Your principal private dwelling house as defined for the purposes of qualifying for exemption from Capital Gains Tax.

### **Identity Theft**

The misappropriation of the identity of another person without their knowledge or consent. These identity details are then used to obtain goods, services or to commit criminal activities in that person's name.

### **Indirect Losses**

Losses or damage which is not directly associated with the incident that caused you to claim, unless expressly stated in this policy.

### **Insured Person**

- a) The Policyholder named in the Schedule.
- b) The husband or wife of the Policyholder, or the Policyholder's partner or civil partner who lives at the same address and shares financial responsibilities. This does not include any business partners or associates.
- c) The Policyholder's children and parents, normally resident in the Home.

### **Insurers**

UK General Insurance Limited on behalf of the Insurer detailed within the Schedule.

Legal Insurance Management Ltd, UK General Insurance Ltd and the Insurer detailed within the Schedule are authorised and regulated by the Financial Services Authority (FSA). This can be checked on the FSA's register by visiting the FSA's website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register).

### **Legal Proceedings**

When formal legal proceedings are issued against an opponent in a Court of Law.

### **Limit of Indemnity**

The sums specified in the Schedule and Policy being the maximum We will pay including Insured Events related by time or cause.

### **Payment Card**

Bank, charge, cheque, credit, debit, and cash dispenser cards.

### **Period of Insurance**

The Period of Insurance shown in the Schedule.

### **Policyholder, You, Your**

The person who has paid the premium and is named in the Schedule as the Policyholder.

### **Professional Fees**

Legal and accountancy fees and costs reasonably and properly incurred by the Authorised Professional, with Our prior written authority including costs incurred by another party for which You are made liable by Court Order, or may pay with Our consent in pursuit of a civil claim in the Territorial Limits arising from an Insured Event.

### **Schedule**

The document which shows details of You and this insurance and is attached to and forms part of this policy.

### **Standard Professional Fees**

The level of Professional Fees that would normally be incurred by Us in using a nominated Authorised Professional of Our choice.

### **Territorial Limits**

The United Kingdom (meaning England, Scotland, Northern Ireland, Wales), Channel Islands and Isle of Man.

### **Time of Occurrence**

Civil Cases - When the Event occurred or commenced whichever is the earlier.

Criminal Cases- When You or an Insured Person commenced or is alleged to have commenced to violate the criminal law in question.

**We, Us, Our**

The Insurers and/or Legal Insurance Management Ltd, the Coverholder or the Authorised Professional.

<b>COVER</b>
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You have paid the premium and supplied to Us a proposal and declaration or other information which shall be the basis of this contract and be incorporated in this policy.

We will indemnify You in accordance with our Standard Professional Fees and where requested by You any other Insured Person up to the Limit of Indemnity subject to the terms, conditions and exclusions of this policy, against Professional Fees arising from an Insured Event within the Territorial Limits where You notify Us during the Period of Insurance and within 30 days of the Time of Occurrence of the Event.

<b>INSURED EVENTS</b>
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<b>Section 1 - Personal Injury</b>	
<b>What is Covered?</b>	<b>What is Excluded?</b>
<p>Pursuing a civil claim for damages in respect of the injury or death of an Insured Person caused by negligence.</p>	<p><b>Excluding:-</b></p> <ol style="list-style-type: none"> <li>1. any claim involving medical or clinical negligence, or pharmaceutical or any related claims (including but not limited to tobacco products).</li> <li>2. any claim arising from a stress or psychological related condition.</li> <li>3. any claim relating to the extended use of artificial tanning equipment.</li> <li>4. a claim falling within the Small Claims Track limits.</li> </ol>

<b>Section 2 - Consumer Disputes</b>	
<b>What is Covered?</b>	<b>What is Excluded?</b>
<p>Pursuing or defending claims arising out of a contract entered into by or on behalf of an Insured Person for:-</p> <ol style="list-style-type: none"> <li>1. Obtaining services.</li> <li>2. The purchase, hire, hire–purchase or sale of any personal goods.</li> </ol> <p>Claims within Small Claims Court Limits</p>	<p><b>Excluding: -</b></p> <ol style="list-style-type: none"> <li>1. any contract entered into by an Insured Person in connection with a profession, business or trade other than for their contract for full-time employment, but only if employment disputes are covered by this policy.</li> <li>2. any contract where the dispute arises within the first 90 days of the first Period of Insurance.</li> <li>3. any contract under which a sum of money was</li> </ol>

<p>The payment of appropriate experts and court fees together with assistance provided by Our own in-house legal advisors to construct Your case provided that the value of the goods or services in dispute or the total installments due at the time of making the claim is greater than £100.</p> <p>Claims above Small Claims Court Limits          The payment of Professional Fees incurred by the Appointed Representative appointed by Us.</p>	<p>due and payable more than 180 days before the claim was reported.</p> <ol style="list-style-type: none"> <li>4. any contract relating to any work carried out, in, on or for the benefit of land or buildings other than the Home.</li> <li>5. any contract of insurance in so far as the dispute is solely in respect of the sum of money or other compensation payable under such contract.</li> <li>6. any incidents which occur as a result of defective products, goods or services.</li> <li>7. any claims relating to the planning, erection, alteration, construction, conversion, extension of buildings or parts of buildings.</li> <li>8. any dispute with local or government authorities.</li> </ol>
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<b>Section 3 - Home Rights</b>	
<b>What is Covered?</b>	<b>What is Excluded?</b>
<p>The pursuit of civil claims: -</p> <ol style="list-style-type: none"> <li>1. Loss or damage to:-               <ol style="list-style-type: none"> <li>a) goods in the Home owned by or for which an Insured Person is responsible; or</li> <li>b) the Home.</li> </ol> </li> <li>2. An alleged infringement of rights appertaining to the Home.</li> </ol>	<p>Excluding: -</p> <ol style="list-style-type: none"> <li>1. any claims relating to the planning, erection, alteration, construction, conversion, extension of buildings or parts of buildings.</li> <li>2. disputes with local or government authorities.</li> <li>3. disputes involving leased or rented property, or in respect of or arising out of any tenancy agreement.</li> <li>4. compulsory purchase, confiscation, nationalisation, requisition or destruction of or restrictions or controls placed on, or damage to, any property.</li> <li>5. actual, planned or proposed construction, closure, adoption or repair of roads or bridges, or the actual, planned or proposed construction, demolition or adaptation of buildings, housing or other works.</li> <li>6. a dispute arising within the first 90 days of the first Period of Insurance.</li> <li>7. claims relating to material damage covered by another relevant insurance policy.</li> <li>8. mining subsidence.</li> </ol>

<b>Section 4 - Taxation</b>	
<b>What is Covered?</b>	<b>What is Excluded?</b>
<p><b>Professional Fees arising from or relating to an in-depth HM Revenue &amp; Customs investigation of an Insured Person's personal tax affairs.</b></p>	<p><b>Excluding Professional Fees arising:-</b></p> <ol style="list-style-type: none"> <li>1. where the investigation or enquiry had commenced before the first Period of Insurance or the Insured Person should have realised that a claim might occur.</li> <li>2. from investigation or enquiry by or transfer to the Special Compliance Office.</li> <li>3. as a result of a false or misleading statement or representation to the HM Revenue &amp; Customs.</li> <li>4. from deficiencies in books, records, accounts or returns including the costs of repairing a return.</li> <li>5. from any claim involving criminal proceedings, alleged fraudulent evasion of tax, misstatement with the intent to deceive, tax avoidance schemes.</li> </ol>
<b>Section 5 - Employment</b>	
<b>What is Covered?</b>	<b>What is Excluded?</b>
<p><b>A dispute with an Insured Person's employer for compensation or reinstatement or re-engagement on the grounds of unfair dismissal or unfair selection for redundancy.</b></p>	<p><b>Excluding: - situations where the dispute arises within the first 90 days of the first Period of Insurance.</b></p>
<b>Section 6 - Criminal Prosecution Defence</b>	
<b>What is Covered?</b>	<b>What is Excluded?</b>
<p><b>Professional Fees incurred in the defence of criminal Legal Proceedings brought against an Insured Person as a result or any act or omission or alleged act or omission, including:-</b></p> <p><b>Police Station Representation</b>  Professional Fees incurred in representing an Insured Person at a Police Station where they are being interviewed under caution in relation to an alleged criminal act.</p> <p><b>Magistrates' Court Representation</b>  Professional Fees incurred in representing an Insured Person at a Magistrates' Court.</p> <p><b>Crown Court Representation</b></p>	<p><b>Excluding: -</b></p> <ol style="list-style-type: none"> <li>1. the defense of any offence of violence, or deliberate and willful criminal acts or omissions.</li> <li>2. any matter where the Authorised Professional assesses that reasonable prospects of success do not exist.</li> <li>3. any offence relating to a motor bike / vehicle.</li> <li>4. Professional Fees required to be paid by an Insured Person in excess of the pre-conviction assessed income based contribution under the Crown Court Means Testing scheme following conviction.</li> <li>5. assessed income based contributions payable by the Insured Person towards Professional Fees incurred under the Crown Court Means Testing scheme which exceed the Limit of Indemnity.</li> <li>6. any Professional Fees where the Insured Person fails</li> </ol>

<p>A sum equal to any assessed income based contribution payable by the Insured Person towards Professional Fees incurred under the Crown Court Means Testing scheme.</p>	<p>to:</p> <ul style="list-style-type: none"> <li>a) apply for a Representation Order under the Crown Court Means Testing scheme.</li> <li>b) submit any required information under the Crown Court Means Testing scheme.</li> <li>c) comply with the terms of the Representation Order.</li> <li>d) use a representative that can act under the terms of a Representation Order under the Crown Court Means Testing scheme.</li> </ul> <p>7. the defence of any action, enforcement, or recovery of sums payable against an Insured Person under the terms of or for a breach of the terms and conditions of a Representation Order under the Crown Court Means Testing scheme.</p>
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<b>Section 7- Education</b>	
<b>What is Covered?</b>	<b>What is Excluded?</b>
<p>Appealing against the decision of a Local Education Authority (LEA) arising out of the LEA's failure to comply with its published admission policy, resulting in the refusal to accept the Insured Person's child or children at the state school of their preference, subject to a Limit of Indemnity of £5,000.</p>	<p>Excluding claims:-</p> <ul style="list-style-type: none"> <li>1. arising where acceptance at the school involves examinations or other selection criteria.</li> <li>2. involving schools which are not state schools falling under the LEA's jurisdiction or where responsibility for the allocation of a place(s) within the school does not rest with the LEA.</li> <li>3. arising prior to the submission of an application to the school or LEA.</li> <li>4. arising where the LEA's refusal occurred within the first 6 months of the first Period of Insurance.</li> <li>5. where the procedure for appealing against the decision to refuse a place at the school has not been followed.</li> <li>6. where the child has been expelled, suspended or permanently excluded from another school.</li> <li>7. for children under 5 years other than for admission disputes arising where entry shall be in the academic year prior to their 5<sup>th</sup> birthday.</li> </ul>

<b>Section 8 - Probate</b>	
<b>What is Covered?</b>	<b>What is Excluded?</b>
<p>The pursuit of claims by the Insured Person in respect of a probate dispute involving the will of the Insured Person's parents, grandparents, children, step-children or adopted children.</p>	<p>Excluding:-  any dispute or costs where a will has not been previously made, concluded or cannot be traced (Intestate).</p>

<b>Section 9 -Identity Theft</b>	
<b>What is Covered?</b>	<b>What is Excluded?</b>
<p>Following an Event of Identify Theft:</p> <ol style="list-style-type: none"> <li>1. reasonable Legal Expenses and ancillary costs incurred: <ol style="list-style-type: none"> <li>a) to defend a claim from a financial institution, merchants or their collection agencies;</li> <li>b) for the removal of any criminal or civil judgments wrongly entered against the Insured Person;</li> <li>c) challenging the accuracy or completeness of any information in a Credit Reference Agency report; and</li> <li>d) to create documents needed to prove the Insured Person's innocence in terms of any financial irregularities committed unlawfully;</li> </ol> </li> <li>2. postal and phone costs the Insured Person has to pay in dealing with financial institutions, the Police and Credit Reference Agencies to report or discuss an actual Identity Theft.</li> <li>3. fees charged for reapplying for a loan which has been rejected due to the original application being rejected solely because the</li> </ol>	<p>Excluding:-</p> <ol style="list-style-type: none"> <li>1. Any Identity Theft connected with your business, profession, or occupation.</li> <li>2. Any legal action where the Insured Person does not have a reasonable prospect of success.</li> <li>3. Any costs, expenses or losses incurred due to any fraudulent, dishonest or criminal act by an Insured Person, or any other person acting in collusion with an Insured Person.</li> <li>4. Any Indirect Losses other than as identified above.</li> </ol>

- lender received incorrect credit information.
- 4. the Insured Person's lost earnings as a result of time away from work to go and see the Police, financial institutions or Credit Reference Agencies to report or discuss an actual Identity Theft.**

**The events above must be as a result of an actual Identity Theft.**

### **Identity Theft Claims Conditions**

Please read the following carefully to comply with the conditions of this section.

If an Insured Person discovers their identity has been stolen either from the first fraudulent transaction identified or any physical or electronic record with any financial institutions, the Insured Person must:

- i) contact the Identity Theft Helpline Service on 01384 377000
- ii) make sure that they have their address history for the last 6 years
- iii) file a Police report within 12 hours of discovering the Identity Theft
- iv) let their financial institutions, Payment Card company (ies) and all other accounts know of the Identity Theft within 12 hours of discovering the Identity Theft
- v) fill out and return any claim forms including an authorisation for Us to obtain records and other necessary information, if these are applicable
- vi) send Us proof from their employer that they took unpaid days off if they wish to make a claim for lost wages and provide evidence to show that it was necessary
- vii) immediately send Us copies of any demand notices, summonses, complaints, or legal papers received in connection with a loss suffered
- viii) take all reasonable action to prevent further damage to their identity.

### **Identity Theft Claims Process**

The Insured Person must contact the Identify Theft Helpline Service on 01384 377000 quoting the policy number before they pay or agree to pay any costs. Failure to do so may lead us to decline the claim.

We will give the Insured Person a dedicated claims handler who will assist them in identifying the extent of their problem. They will offer advice, guidance, and assist in the preparation of documentation to ensure the problem and any potential losses are minimised.

The service will give the Insured Person access by phone to repair their credit file or files following an Identity Theft.

We will personalise documents on the Insured Person's behalf and post these to them for signing and sending on to the relevant organisations.

<b>Section 9 - Jury Service Expenses</b>	
<b>What is Covered?</b>	<b>What is Excluded?</b>
<p>The actual loss of the salary or wages of an Insured Person for the time off work to attend a Court for Jury Service provided the amount paid under this section shall not exceed £100 per person per day and up to a maximum of £1,000 per claim and that such salary or wages are not recoverable from the relevant court.</p>	<p><b>Excluding:-</b>  <b>the first 5 days of such service.</b></p>

**GENERAL POLICY EXCLUSIONS**

This insurance does not cover: -

1. Professional Fees incurred: -
  - a) *in respect of any Event where the Time of Occurrence commenced prior to the commencement of the insurance.*
  - b) *before Our written acceptance of a claim.*
  - c) *before Our approval or beyond those for which We have given Our approval.*
  - d) *where You fail to give proper instructions in due time to Us or to the Authorised Professional.*
  - e) *where You are responsible for anything which in Our reasonable opinion prejudices Your case.*
  - f) *if You withdraw instructions from the Authorised Professional, fail to respond to the Authorised Professional, withdraw from the legal proceedings or the Authorised Professional refuses to continue to act for You.*
  - g) *in respect of the amount in excess of Our Standard Professional Fees where You have elected to use an Authorised Professional of Your own choice.*
  - h) *where You decide that You no longer wish to pursue Your claim as a result of disinclination. All costs incurred up until this stage will become Your responsibility.*
2. The pursuit, continued pursuit or defence of any claim if We consider it is unlikely a reasonable settlement will be obtained or where the likely settlement amount is disproportionate compared with the time and expense incurred.
3. claims which are conducted by You in a manner different from the advice or proper instructions of Us or those of the Authorised Professional.
4. appeals unless You notify Us in writing of Your wish to appeal at least six working days before the deadline for giving notice of appeal expires and We consider the appeal to have a reasonable chance of success.
5. any Professional Fees and expenses that could have been recovered under any other insurance except beyond the amount which would be payable under such insurance had this policy not been effected.

6. damages, fines or other penalties You are ordered to pay by a court, tribunal or arbitrator.
7. claims arising from an Event occasioned by Your deliberate act, omission or misrepresentation.
8. claims arising from: -
  - a) ionising, radiations or contamination by radioactivity from irradiated nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.
  - b) any radioactive, toxic, explosive, or other hazardous properties of any nuclear assembly or component thereof.
  - c) war terrorism or any like or any associated risk.
  - d) seepage pollution or contamination of any kind.
  - e) pressure waves caused by aircraft or other aerial devices
9. any dispute relating to written or verbal remarks which damage Your reputation.
10. any Professional Fees relating to Your alleged dishonesty, criminal act, or violent behaviour other than as insured under Insured Event – Criminal Prosecution Defence.
11. Professional Fees arising directly or indirectly from computer software except operating systems and packaged software that have not been tailored by the supplier to Your own requirements.
12. Legal Proceedings outside the United Kingdom and proceedings in constitutional, international or supranational courts or tribunals including the European Court of Justice and the Commission and Court of Human Rights.
13. a dispute which relates to any compensation or amount payable under a contract of insurance.
14. a dispute with Us not dealt with under the Arbitration Condition.
15. any dispute relating to patents, copyrights, trade or service marks, registered designs, passing off, intellectual property, trade secrets or confidential information.
16. an application for judicial review.
17. any dispute or prosecution involving a motor vehicle unless the dispute relates to a personal injury claim.
18. any claim involving medical or clinical negligence, or pharmaceutical or any related claims (including but not limited to tobacco products).
19. any claim arising from a stress or psychological related condition.
20. disputes between an Insured Person and their Family or a matrimonial or co-habitation dispute except in so far as any claim relates to a dispute with an Insured Person's professional advisors.
21. a claim falling within the Small Claims Track limits (other than as detailed in Section 2).
22. any matter arising from or relating to any business or trading activity or venture for gain undertaken by an Insured Person including but not limited to any personal guarantee and investment in unlisted companies.
23. Legal Proceedings between an Insured Person and a central or local government authority.
  - a) Unless an Insured Person has suffered or could suffer pecuniary loss if the Legal Proceedings are not pursued or defended; or
  - b) Concerning the imposition of statutory charges.
24. any matter in respect of which an Insured Person is entitled to Legal Aid.
25. any Professional Fees incurred in defending or pursuing new areas of law or test cases.
26. any claim directly or indirectly arising from an allegation of mis-selling or mismanagement of financial services or products.

## POLICY CONDITIONS

### **Alteration of Risk**

You shall notify Us immediately of any alteration in risk which materially affects this insurance.

### **Observance**

Our liability to make any payment under this policy will be conditional on You complying with the terms and conditions of this insurance.

### **Claims**

You must tell Us in writing within 30 days about any matter, which could result in a claim being made under this policy and must obtain in writing Our consent to incur Professional Fees.

We will not enter into dialogue or correspond with anyone other than You (or with Your agreement an Insured Person) or Your or the Insured Person's personal representatives (following death or serious incapacity) in relation to the notification and subsequent handling of a claim.

We will give such consent if You can satisfy Us that there are sufficient prospects of success in pursuing or defending Your claim and that it is reasonable for Professional Fees to be paid and You have paid the Excess.

We may require You at Your expense to obtain the opinion of an expert or counsel on the merits of a claim or legal proceedings. If We subsequently agree to accept the claim, the costs of such opinion will be covered.

If after receiving a claim or during the course of a claim We decide that:-

1. Your prospects of success are insufficient;
2. it would be better for You to take a different course of action;
3. We cannot agree to the claim

We will write to You giving Our reasons and We will not then be bound to pay any further Professional Fees for this claim.

We may limit any Professional Fees that We will pay under the policy in the pursuit, continued pursuit or defence of any claim:-

1. if We consider it is unlikely a reasonable settlement will be obtained; or
2. where there are insufficient prospects of obtaining recovery of any sums claimed; or
3. where the likely settlement amount is disproportionate to the time and expense necessary to achieve a settlement.

Alternatively We may at Our option pay to You the amount in dispute which shall be deemed to represent full and final settlement under this policy.

In the event that You make a claim under this policy which You subsequently discontinue due to Your own disinclination to proceed, any legal costs incurred to date will become Your own responsibility and will be required to be repaid to the Insurer.

UK General Insurance Limited is an Insurer's agent and in the matters of a claim act on behalf of the Insurer.

### **Representation**

We will take over and conduct in Your name the prosecution, pursuit, defence or settlement of any claim. The Authorised Professional nominated and appointed by Us will act on Your behalf and You must accept Our nomination.

If Legal Proceedings have been agreed by Us, You may nominate Your own Authorised Professional whose name and address You must submit to Us. In selecting Your Authorised Professional You shall have regard to the common law duty to minimise the cost for Your claim. Any dispute arising from this shall be referred to Arbitration in accordance with the Policy Conditions.

Where You have elected to use Your own nominated Authorised Professional You will be responsible for any Professional Fees in excess of Our Standard Professional Fees.

### **Conduct of Claim**

1. You shall at all times co-operate with Us and give to Us and the Authorised Professional evidence, documents and information of all material developments and shall attend upon the Authorised Professional when so requested at Your own expense.
2. We shall have direct access at all times to and shall be entitled to obtain from the Authorised Professional any information, form, report, copy of documents, advice computation, account or correspondence relating to the matter whether or not privileged, and You shall give any instructions to the Authorised Professional which may be required for this purpose. You or Your Authorised Professional shall notify Us immediately in writing of any offer or payment into Court made with a view to settlement and You must secure Our written agreement before accepting or declining any such offer.
3. We will not be bound by any promise or undertaking given by You to the Authorised Professional or by either of You to any court, witness, expert, agent or other person without Our agreement.

### **Recovery of Costs**

You should take all reasonable steps to recover costs and expenses. If another person is ordered, or agrees, to pay You all or any costs and expenses, charges or compensation You will do everything possible (subject to Our directions) to recover the money and hold it on Our behalf. If payment is made by instalments these will be paid to Us until We have recovered the total amount that the other person was ordered, or agreed to pay by way of costs.

### **Fraud**

We have the right to refuse to pay a claim or to avoid this Insurance in its entirety if You make a claim which is in any respect false or fraudulent.

### **Data Protection Act 1998**

The data supplied by You will only be used for the purposes of processing Your policy of insurance, including underwriting, administration and handling any claim which may arise. The data supplied will not be passed to any other parties other than those which We have mentioned herein.

It is important that the data You have supplied is kept up to date. You should therefore notify Us promptly of any changes. You are entitled upon the payment of an administration fee to inspect the personal data which We are holding about You. If You wish to make such an inspection, You should contact Legal Insurance Management Ltd, 16-18 Hagley Road, Stourbridge, West Midlands DY8 1PS.

We may respond to enquiries by the Police concerning Your policy in the normal course of their investigations. Where it is necessary to administer Your policy effectively, to protect Your interests, or for fraud prevention and detection purposes, We may disclose data You have supplied to other third parties such as solicitors, other insurers, law enforcement agencies, etc.

### **Reasonable Care**

You must take all reasonable steps to prevent incidents that may give rise to a claim and to minimise the amount payable by Us.

### **Cancellation**

We hope You are happy with the cover this policy provides. However, if after reading this policy, this insurance does not meet with Your requirements, please return it to Your Agent within 14 days of issue and We will refund Your premium.

The Insurer shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days' notice to the Policyholder at their last known address. Provided the premium has been paid in full the Policyholder shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance. A charge may be imposed based upon the usage of any Helpline Service during this period.

### **Acts of Parliament**

Any reference to Act of Parliament within this policy shall include an amending or replacing Act and shall also include where applicable equivalent legislation in Scotland, Northern Ireland, the Isle of Man, the Channel Islands and under European Law where applied in the United Kingdom.

### **Arbitration**

Any dispute between You and Us will be governed by the laws of England and Wales and shall be referred to a single arbitrator, who shall either be a solicitor on whom we both agree, or if we cannot agree, one who is nominated by the Law Society. Where appropriate the dispute will be resolved on the basis of written submissions.

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

Unless expressly stated nothing in this insurance contract will create rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of anyone other than the parties to the insurance contract.

### **Notices**

Any letter or notice concerning this insurance will be properly issued if it is sent to the last known address of the person intended to receive it.

### **Helpline Service**

The Legal and Tax Helpline Service provides advice on any problem affecting the Policyholder. All potential claims must be reported initially to the appropriate Claims Helpline Service for advice and support.

**Legal Claims Notification & Advice Helpline Service: - 0844 800 0128**

**Tax Helpline Service: - 01455 852034**

**ID Theft & Tax Claims Notification Service: - 01384 377000**

We will not accept responsibility if the Helpline Services fail for reasons beyond Our control.

### **Law**

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the Policyholder's habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply.

### **Complaints Procedure**

In the event of a complaint arising under this insurance, You should in the first instance write to the Agent who arranged this insurance and if the matter still remains unresolved thereafter You should write to:-

The Managing Director  
Legal Insurance Management Ltd  
16-18 Hagley Road  
Stourbridge  
West Midlands  
DY8 1PS

Please ensure Your policy number is quoted in all correspondence to assist a quick and efficient response.

In the event You remain dissatisfied and wish to make a complaint, You can do so by contacting the following:-

Customer Relations Manager  
UK General Insurance Limited  
Cast House  
Old Mill Business Park  
Gibraltar Island Road  
Leeds  
LS10 1RJ  
Tel: 0845 218 2685  
Email:customerrelations@ukgeneral.co.uk

If it is not possible to reach an agreement, You have the right to make an appeal to the Financial Ombudsman Service.

You may contact the Financial Ombudsman Service at: -

Financial Ombudsman Service  
 South Quay Plaza  
 183 Marsh Wall  
 London  
 E14 9SR  
 Tel: 0845 080 1800

This does not affect Your statutory rights.

**Compensation Scheme**

*The Insurer detailed within the Schedule is covered by the Financial Services Compensation Scheme (FSCS). You may be entitled to compensation from the scheme, if it cannot meet its 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 Scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk) .*

**HOME EMERGENCY COVER**

**INTRODUCTION**

**Your** Policy has been arranged by Cobra Insurance Brokers Limited with UK General Insurance Limited on behalf of Ageas Insurance Limited, Registered in England No.354568. Registered Office: Ageas House, Tollgate, Eastleigh, Hampshire, SO53 3YA.

Cobra Insurance Limited, UK General Insurance Limited and Ageas Insurance Limited are authorised and regulated by the Financial Services Authority. This can be checked on the FSA’s register by visiting the FSA’s website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234.

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## WHAT IS COVERED

In the event of an **emergency** occurring in **your home**, we will:

- a) Advise **you** on what action to take to protect **yourself** and **your home**;
- b) Send one of **our approved engineers** or arrange an appointment for an **approved engineer** to visit **your home**; and
- c) Organise and pay the cost of providing **assistance**, up to the **claim limit**, including VAT but excluding any **excess**.

## WHAT IS NOT COVERED

There are certain conditions and exclusions, which limit **your** cover; please read them carefully to ensure this policy meets **your** requirements. **We** do not wish **you** to discover after an incident has occurred that it is not insured. To assist **you** in understanding the main limitations of the cover provided **we** have detailed these under the “Items Covered” section of **your** policy.

## DEFINITIONS

The following words shall have the meanings given below wherever they appear in bold.

### **Approved engineer / engineer**

Means a qualified person approved and instructed by the **helpline** to undertake **emergency** work.

### **Assistance**

Means the work undertaken by the **engineer** during a **call out** to the **home** to complete a temporary repair to limit or prevent damage or, if at similar expense the cost of completing a permanent repair, in respect of the cover provided.

### **Beyond Economical Repair (BER)**

The point at which **we** estimate the cost to repair the boiler / appliance exceeds the boiler / appliance's value. When calculating the value of **your** boiler / appliance, **we** take into consideration the age of **your** boiler / appliance (which is calculated from the date of manufacture), together with the type of boiler / appliance. This value is then compared to the total cost of parts and labour required to repair the boiler / appliance. When the repair cost is higher than the value, **we** deem the boiler / appliance to be **beyond economical repair**.

### **Call Out**

Means a request for **assistance** from **you** to the **helpline**, following an **emergency**, even if the request is then cancelled by **you**.

### **Claim Limit**

The maximum amount **we** will be liable for per **call out** including **call out** charges, labour, parts, materials and where applicable the cost of alternative accommodation.

Please refer to **your** policy **schedule** for details of **your claim limit** and the maximum number of **call outs** **we** will be liable for during the **period of cover**.

### **Commencement Date**

Means the start of the **period of cover** as shown in the **schedule**.

### **Consequential Loss**

Any other costs that are directly or indirectly caused by the event which led to your claim unless specifically stated in this policy.

### **Emergency**

Means a sudden and unexpected event which, if not dealt with quickly would in the reasonable opinion of the **helpline**:

- (a) render the **home** unsafe or insecure; or
- (b) damage or cause further damage to the **home**; or
- (c) cause personal risk to **you**.

### **Excess**

The first amount of each **call out** payable by **you** to the **helpline** before the **approved engineer** will attend.

Details of any **excess** applicable to **your** policy will be recorded on **your** policy **schedule**.

### **Helpline**

Means the company appointed by **us** to arrange **assistance** under **your** policy:

Local Group Network Ltd Trading As Local Assist  
Solutions House  
Fariways Office Park  
Fulwood  
Preston, PR2 9WT.

**Helpline** telephone number 0844 5578065

### **Home**

A single occupancy domestic dwelling at the address shown in the **schedule**, together with integral or attached garages used for domestic purposes, which has 6 or fewer bedrooms and is situated in the United Kingdom or Isle of Man.

### **Pay on use.**

Should an **emergency** arise that is not included under **home emergency** cover we may be able to arrange for an **approved engineer** to attend **your home** but **you** will be responsible for all costs involved. The use of this service does not constitute a **call out** under **your** policy.

### **Period of Cover**

Means the period shown in the **schedule** between the **commencement date** and end date.

### **Primary Heating System**

Means the principal domestic central heating and hot water systems including but not limited to boiler, programmer, room thermostat, pumps, hot water cylinder and radiators, but excluding any form of solar or warm air heating system and non-domestic central boiler or source.

**Schedule**

Means the document sent to **you** confirming the **commencement date**, details of the **insured** and the **home**.

**Unoccupied**

Means where no one has resided in the **home** for a period exceeding 30 consecutive days.

**We, Us, Our, Insurer**

UK General Insurance Limited on behalf of Ageas Insurance Limited.

**You, Your, Insured**

The person(s) named on the **schedule** as the policy holder along with any other permanent members of the household. For tenanted properties: the person named on the tenancy agreement along with any other permanent residents of the **home**.

## ITEMS COVERED

The cover provided under **your** policy will depend on the cover options **you** have selected. Please refer to **your** policy **schedule** for confirmation of the level of cover provided under **your** policy.

The amount **we** will pay in respect of any one claim shall not exceed the **claim limit**. **You** are responsible for paying any **excess** under the policy and / or any cost of **assistance** that exceeds the **claim limit**.

**We** will provide cover under the following sections:

### **1. Plumbing and Drainage**

**We** will assist **you** to stop the **emergency** which has arisen from the sudden and unexpected failure of or damage to the plumbing and / or drainage system within the **home** which has resulted in internal water leakage, flooding or water damage to the **home**.

**We** do not cover

- a) General maintenance including but not limited to dripping taps, leaking external overflows;
- b) The costs of repairs to the underground water supply or drainage facilities except where within **your home**;
- c) Leaks from any household appliance, sink, shower or bath where leakage only occurs when the appliance is in use;
- d) Toilets, cisterns, baths, basins, bidets or shower bases;
- e) Cesspits, septic tanks;
- f) Plumbing and filtration systems for swimming pools or spa baths;
- g) Descaling or any work arising from hard water scale deposits, including de-sludging and the effects of aggressive water and clearing of airlocks;
- h) Replacement of water tanks or hot water cylinders;
- i) Replacement of radiators;
- j) Any repair to domestic appliances that are leaking water, other than from the external fixed pipe work;
- k) Water leak noises where there is no visible leak;
- l) The escape of water where it is not causing any internal damage or risk to any insured person's health;
- m) Frozen pipe work;
- n) Shared drainage facilities with the exception of those within the boundaries of the insured property;
- o) Any damage caused by the **approved engineer** in gaining access to the **home** due to removing an appliance or any equipment from its operation position in order to effect an **emergency** repair.

## 2. Electricity Supply

**We** will assist **you** to restore the electricity system to the **home** following an **emergency** arising from the sudden, unexpected and complete failure of the electricity system in the **home**.

**We** do not cover

- a) The failure of any electrical wiring that is not permanent (e.g. fairy lights);
- b) Any fault in supply prior to the consumer box;
- c) Wire / cabling situated outside of the **home** (e.g. wiring to satellite dishes, aerials etc);
- d) Any claims where in the opinion of **our approved engineer** the electrical system would fail to meet minimum electrical safety standards;
- e) Any partial breakdowns where the electricity supply has not been lost to the whole of the insured property (i.e. partial loss of plug sockets and/ or lighting);
- f) Any claims relating to the electricity supply to burglar / fire alarm systems, CCTV surveillance or swimming pools, their associated heating, piping installation and accessories;
- g) Wiring and electrics which are not permanent fixtures;
- h) Replacement of light-bulbs & fuses in plugs;
- i) Repair or replacement costs if **our approved engineer** is unable to repair the domestic electrical wiring due to its age or poor condition;
- j) The resetting of circuit breakers, where it is not associated with permanent repair work and where it can be reset by **you**.

## 3. Primary Heating System

**We** will assist **you** to restore heating and/ or hot water to **your home** following an **emergency** arising from the sudden and unexpected complete failure of the **primary heating system**.

Where a boiler is deemed **beyond economical repair our** liability will not exceed **your claim limit** where the boiler / appliance is up to 5 years old;  
or  
£250 where the appliance is greater than 5 years but less than 10 years.

**We** will not re-attend to the boiler until **you** have confirmed it has been replaced, if **we** have previously deemed it **beyond economical repair**.

Please note **you** will be responsible to pay the first £65.00 of each claim associated to the **primary heating system** where:

- a) At the time of reporting an **emergency you** are unable to confirm the boiler has been serviced in the last 12 months;
- b) At the time of attendance **you** are unable to provide evidence that the boiler has been serviced by the provision of a service receipt or invoice issued by a Gas Safe™ registered engineer.

This charge is payable by **you** to the **helpline** before the **approved engineer** will provide **assistance** under the policy.

**We** do not cover

- a) Gas leaks;
- b) Oil contamination resulting from a leak from an oil powered boiler
- c) A boiler which is more than 10 years old;

- d) A boiler fitted within a **home** with more than 6 bedrooms;
- e) Faults which in the opinion of an **approved engineer** are as a result of the boiler not being serviced within the last 12 months unless **you** have paid the first £65.00 of the call out cost to the **helpline**;
- f) Lighting of boilers or re-setting of boiler, time or temperature controls or the correct operation or routine adjustment of time or temperature controls;
- g) Clearing airlocks or bleeding radiators;
- h) Any repair or replacement which requires the removal of asbestos in order to complete the repair;
- i) Fuel tanks and associated pipe work;
- j) Descaling or any work arising from hard water scale deposits, including de-sludging and the effects of aggressive water and clearing of airlocks;
- k) Replacement of water tanks or hot water cylinders;
- l) Replacement of radiators;
- m) Replacement or repairing any loss or damage if the boiler is, in the opinion of the **engineer**, **beyond economical repair**;
- n) Loss of hot water where there is an alternative means of heating water e.g. immersion heater;
- o) Reoccurring or intermittent faults, nor boiler / system noise where the boiler is still functioning;
- p) The freezing of a condensate pipe.

#### **4. Water Supply**

**We** will assist **you** to restore the water supply following a sudden unexpected leakage, collapse or blockage of the mains water supply pipe connecting the main stopcock in **your home** to the point where it is connected to the public or shared water supply pipe within the boundary of **your home** provided **you** have sole responsibility for this.

**We** do not cover

- a) Frozen pipes;
- b) An **emergency** as a result of land heave or subsidence;
- c) Cost to remedy any damages caused to gain access to the pipe, including but not limited to surface finishes e.g. tarmac or paved driveways.

#### **5. Emergency Gas Supply Pipe Cover**

**We** will assist you to repair or replace any damaged section of the internal gas supply pipe following a gas leak occurring in **your home**. **Our assistance** will only be provided once the National Gas Emergency Service has attended and isolated the leak.

**We** do not cover

- a) General maintenance;
- b) Any gas boiler, fire, central heating or hot water breakdown;
- c) Temporarily frozen pipes where permanent damage isn't confirmed;
- d) Systems not installed correctly or which do not conform to any governing Gas Safe™ regulation or requirements.

## 6. Inoperable Toilet

**We** will assist **you** to stop the **emergency** which has arisen from the sudden and unexpected failure of the toilet within the **home** which has resulted in internal water leakage, flooding or water damage to the **home**; or which renders the toilet inoperable.

### **We do not cover**

- a) General maintenance;
- b) Cesspits, septic tanks;
- c) Failure to one toilet where there is another working toilet within the **home**;
- d) Descaling or any work arising from hard water scale deposits, including de-sludging and the effects of aggressive water and clearing of airlocks;
- e) Replacement of water tanks or hot water cylinders.

## 7. Security

**We** will assist **you** to make the **home** secure following an **emergency** arising from the sudden and unexpected failure of or damage to external locks, fitted to doors and windows where the failure or damage is such so as to render the **home** unsafe or insecure.

### **We do not cover**

- a) Damage as a result of theft or attempted theft;
- b) Failure of the **home** security system;
- c) Loss or damage to the keys to the **home**;
- d) Replacement glazing unless the contractor has the appropriate glazing available at the time of the initial visit;
- e) Replacement of defective locks unless there is no way of making the **home** secure overnight;
- f) Any broken and / or damaged external locks, doors or windows which do not cause a security risk to the **home**;
- g) Any broken and / or damaged double glazed windows where both panes have not been damaged;
- h) Any broken and / or damaged external doors where the property is secure and there is alternative access to the **home**;
- i) Loss of keys for outbuildings, garages or sheds;
- j) Loss of keys where an alternative set is available;
- k) Any damage caused by the **approved engineer** in gaining access to the **home** due to the failure of the locks.

## 8. Roofing

**We** will assist **you** to stop the **emergency** which has arisen from damage to the roof of **your home** due to bad weather conditions or falling trees or branches.

### **We do not cover**

- a) Flat roofs and gutters;
- b) A **home** covered under a management agreement;
- c) A **home** greater than three storeys high.

## 9. Alternative Accommodation

Where **your home** is declared unsafe **we** will provide a contribution towards alternative accommodation.

### 10. Lost Key / Lock out

We will assist **you** to gain entry to the **home** arising from the loss of the keys to the **home**, failure of a lock or snapping of a key where **you** have no other means of entry to the **home**.

We do not cover

- a) The loss or theft of keys which require the locks to be changed;
- b) Failure of a lock due to attempted forcible entry to the **home**.

### 11. Pest Control

We will assist **you** in the removal of or extermination of wasps, hornets, rats and mice infestation in the **home**.

We do not cover

- a) An **emergency** if **you** fail to follow previous guidance given by an **approved engineer** or the **helpline**;
- b) Damage to the structure, masonry, fixtures and fittings or any cleaning caused directly or indirectly by pests;
- c) Pests kept as domestic pets or for commercial purposes;
- d) Boring insects and woodworm.

### 12. Cooker / Oven

We will assist **you** to restore a means of heating and preparing food within the **home** following an **emergency** arising from the sudden, unexpected and complete failure of the permanently-installed cooking system.

Where a cooker / oven is deemed **beyond economical repair** our liability under the policy will cease.

We do not cover

- a) An **emergency** where an alternative means of heating / preparing food is available.

## HOW TO ARRANGE EMERGENCY ASSISTANCE

1. Major emergencies which could result in serious injury to the public or damage to property should be immediately advised to the supply company and/or the public emergency services. The policy does not provide cover for any repairs, damage or other loss resulting from gas leaks.

2. Before requesting **assistance**, check that the circumstances are covered by **your** policy. Remember this is not a maintenance policy and does not cover routine maintenance in **your home**. Normal day to day maintenance or any claim not deemed an **emergency** will not be covered under this policy, however **we** can provide assistance on a **pay on use** basis.

3. If **your emergency** is boiler related **you** should have **your** boiler make and model and service details ready when **you** contact the **helpline**. Remember **you** must produce evidence, to **our approved engineer**, that the boiler has been serviced to the manufacturer's specifications within the last twelve

months in order for **primary heating system** cover to apply. Should **you** be unable to provide evidence that the boiler has been serviced **you** will be asked to pay the first £65.00 of the **call out** costs.

4. Telephone the **helpline** as soon as possible and within 12 hours of the **emergency** occurring and provide details of the **assistance** required. All requests for **emergency assistance** must be made through the **helpline**. Do not make any arrangements yourself without prior authorisation from the **helpline**, if **you** do **we** will limit the amount **we** pay to **our** standard service costs All calls are recorded.

5. The **helpline** will appoint an **approved engineer** to attend **your home**, provided that this is not precluded by adverse weather conditions, industrial disputes (official or otherwise), failure of the public transport system, including the road and railway networks and repairs thereto and any other circumstances preventing access to the **home** or otherwise making the provision of **emergency assistance** impossible.

The **helpline** and the **approved engineer** will have reasonable discretion as to when and how work is undertaken this will be based on the details provided by **you**.

6. The **approved engineer** will charge all costs covered by the insurance directly to **us**. **You** will be asked to pay the cost of:

- (a) The **excess**;
- (b) **Call out** charges if there is no-one at the **home** when the **engineer** arrives;
- (c) Work in excess of the **claim limit**;
- (d) Fitting replacement parts or components of a superior specification to the original at **your** request.

If at the time of requesting assistance the **helpline** do not have a record of **your** policy on file, the **helpline** will require credit or debit card details to be provided prior to the attendance of an **approved engineer**.

### **REPLACEMENT OF PARTS OR COMPONENTS**

**We** reserve the right to use non genuine replacement parts supplied from third parties in addition to those parts that may be sourced from the manufacturer or their approved suppliers. **We** are not responsible for any loss, damage or inconvenience resulting from a delay in obtaining or receiving delivery from the relevant supplier of any spares.

When replacement parts are received, **we** will contact **you** to arrange a suitable time slot for the **engineer** to attend. **You** should make sure that the **engineer** can get reasonable access to carry out the repair. If **we** cannot get a replacement part needed to carry out a repair **our** liability will be limited to a temporary repair to make the **emergency** safe.

## GENERAL EXCLUSIONS

**We** shall not be liable for:

1. Any **excess** under the policy or costs **you** are required to pay under the policy;
2. More than the maximum number of **call outs** covered by **your** policy during the **period of cover**, as outlined in **your schedule**;
3. Events where there is an inherent defect causing the **emergency**;
4. Costs arising from or in connection with:
  - a) Circumstances known to **you** prior to the **commencement date** of **your** policy;
  - b) **Call outs** arising after the **home** has been left **unoccupied**;
  - c) **Consequential loss** of any kind and any wilful or negligent act or omission by **you** or any third party;
  - d) Events where on attendance it becomes clear that the **call out** is not an **emergency**;
  - e) More than one **call out** arising from the same cause;
5. Repairs on systems where spare parts are no longer available;
6. **Call outs** for **assistance** caused by **your** failure to carry out any remedial work or recommendations made by the **approved engineer**;
7. Any system, equipment or facility which has not been properly installed;
8. Materials or labour charges covered by manufacturer's, supplier's or installer's guarantee or warranty;
9. Replacement of or adjustment to any decorative or cosmetic part of any equipment;
10. The interruption or disconnection of utility services to the **home** however caused, or the failure or breakdown of the main electricity or water or gas supply or gas leaks;
11. Any consequences of riot, strike, lockout, civil commotion, labour disturbances, war, invasion, act of foreign enemy, terrorism, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power;
12. Loss or damage to any **home**, or any resulting loss or expense or any **consequential loss** or any legal liability directly or indirectly caused by, contribution to, by, or arising from:
  - a) Ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
  - b) The radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or nuclear component of such assembly.

## CONDITIONS

1. The rights given under this policy cannot be transferred to anyone else.
2. **You** must give reasonable access to enable appropriate treatments to be carried out and follow advice from the **engineer** and or **helpline** in removing furniture if this is deemed necessary.
3. **We** may cancel this insurance cover immediately if **you** have acted in a false or fraudulent manner in order to gain cover under this policy.
4. To improve the quality of **our** service, all calls are recorded.
5. **You** must take reasonable care and maintain the **home** and its equipment in good order and take all reasonable precautions to prevent loss or damage.
6. **We** may take proceedings in **your** name at **our** expense to recover any sums paid under this insurance from a third party should the **emergency** be as a result of an incorrect or failed previous repair.
7. **You** must maintain a buildings insurance policy in force during the **period of cover**.

### **APPLICABLE LAW**

This policy shall be governed by and construed in accordance with the Law of England and Wales unless the **insured's** habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply.

### **HOW TO CANCEL YOUR POLICY**

**We** hope **you** are happy with the cover this policy provides. However, if after reading this policy, this insurance does not meet with **your** requirements, please return it to Cobra Insurance Brokers Limited within 14 days of issue and **we** will refund **your** premium. Thereafter **you** may cancel the insurance cover at any time by writing to the administrator however no refund of premium will be payable.

The **insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days notice to **you** at **your** last known address. Provided the premium has been paid in full **you** shall be entitled to a proportionate rebate of premium in respect of the unexpired period.

### **MAKING YOURSELF HEARD**

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

If **you** have cause for complaint it is important **you** know **we** are committed to providing **you** with an exceptional level of service and customer care.

#### **Step One – initiating your complaint:**

Please contact:

COBRA Insurance Brokers Ltd (Essex)  
Matrix House  
Lionel Road  
Canvey Island  
Essex

Tel 01268 511115

Email [Britannia@cobrainurance.co.uk](mailto:Britannia@cobrainurance.co.uk)

**We** expect that the majority of complaints will have been quickly and satisfactorily resolved at this stage but if **you** are not satisfied **you** can take the issue further:

**Step Two – if you are still unhappy:**

The Customer Relations Manager,  
UK General Insurance Limited  
Cast House,  
Old Mill Business Park,  
Gibraltar Island Road,  
Leeds,  
LS10 1RJ.

Tel: 0845 218 2685

Email: [customerrelations@ukgeneral.co.uk](mailto:customerrelations@ukgeneral.co.uk)

If it is not possible to reach an agreement, **you** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **you** are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

The Financial Ombudsman Service,  
South Quay Plaza,  
183 Marsh Wall,  
Docklands,  
London,  
E14 9SR.

Tel: 0845 080 1800

The above complaints procedure is in addition to **your** statutory rights as a consumer. For further information about **your** statutory rights contact **your** local authority Trading Standards Service or Citizens Advice Bureau.

**COMPENSATION SCHEME**

Ageas Insurance Limited is covered by the 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 scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk).

**DATA PROTECTION ACT 1998**

Please note that any information provided to **us** will be processed by **us** and **our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.

## MULTI APPLIANCE EXTENDED WARRANTY

### INTRODUCTION

Thank **You** for choosing Cobra Insurance Brokers Limited to supply **Your** extended warranty, **We** hope that **Your Appliance(s) / Product(s)** will be trouble free, however should it fail please follow the claims procedure detailed in **Your** policy.

**Your** premium can be paid as a single premium or as a monthly payment by direct debit. Whether **You** have selected to pay **Your** premium as a single payment or by direct debit **Your** policy will expire in accordance with the Termination section of **Your** policy below. If the monthly payment option has been chosen and any instalment is not paid **Your** policy will end 30 days after the instalment was due.

### DEFINITIONS

The words or expressions detailed below have the following meaning wherever they appear in this policy and will appear with a capital letter and in **bold**.

Administrator – **Cobra Insurance Brokers Limited For queries relating to the issue of Your policy / policy amendments and to report details of any claim.**

**Appliance(s) / Product(s)** - As detailed on the **Schedule**, cover only extends to those items detailed on **Your Schedule**.

**Betterment** - The provision for the depreciation of the **Appliance / Product** over time. **Betterment** will be applied at 10% per annum from the expiry of the insured **Appliance (s) / Product (s)** original manufacturer's guarantee period up to a maximum of 70% for those products of 8 years of age.

Call out - **The attendance of an engineer to Your Home during normal working hours (8am–5pm Monday to Friday).**

**Claims Administrator** – Corporate Sales Solutions (CSS) Ltd  
Picktree Court, Picktree Lane, Chester le Street, Co. Durham, DH3 3SY.  
0845 1990128

**Consequential loss** - Any other costs which are directly or indirectly caused by the event which led to **Your** claim unless specifically stated in this policy.

**Home** - The property situated in the United Kingdom, Channel Islands or Isle of Man, detailed on **Your Proposal**.

**Insured / You / Your** - **The person named on the policy Schedule.**

**Insurer / We / Our / Us** - UK General Insurance Limited on behalf of Ageas Insurance Limited

**Mechanical / Electrical Breakdown** - The actual and sudden mechanical / electrical failure or breakdown which results in the sudden stoppage of the **Appliance(s) / Product(s)** normal function and which necessitates repair to resume those functions. Failure or breakdown that ultimately results from wear and tear is excluded from the scope of cover afforded by this policy.

**Policy Duration** - The policy commences 30 days after the date of purchase or on expiry of the manufacturer's or extended warranty period and expires as stated on the policy **Schedule**.

**Proposal** - The application form and any other information provided by the **Insured** or on his/her behalf.

**Schedule** - Contains details of **You** and the **Appliance (s) / Product (s)** the subject of this insurance.

## CONTRACT OF INSURANCE

**Your** extended warranty has been arranged by Cobra Insurance Brokers Limited with UK General Insurance Limited on behalf of Ageas Insurance Limited, Registered in England No.354568. Registered Office: Ageas House, Tollgate, Eastleigh, Hampshire, SO53 3YA.

Cobra Insurance Brokers Limited, UK Underwriting Limited and Ageas Insurance Limited are authorised and regulated by the Financial Services Authority. This can be checked on the FSA's register by visiting the FSA's website at [www.fsa.gov.uk/register](http://www.fsa.gov.uk/register) or by contacting them on 0845 606 1234.

In consideration of the **Insured** having completed the **Proposal** and the required premium being paid to the **Administrator** (please note this policy is not valid until such premiums have been received), **We** agree to indemnify the **Insured** up to the maximum liability detailed herein, subject always to the definitions, conditions, exclusions and periods contained herein.

## TERMINATION

The insurance provided hereunder will automatically terminate on the occurrence of one of the following:

- The natural expiry date of the policy as detailed on the policy **Schedule**.
- The date the **Appliance(s) / Product(s)** is declared beyond economical repair or a financial settlement is made.
- The date on which **You** do not pay the premium when it is due, or **You** cancel any payment previously made or fail to maintain **Your** payments under the monthly payment option.
- The date on which the **You** shall sell or otherwise dispose of the said **Appliance(s) / Product(s)**.

## WHAT IS COVERED

**Your** extended warranty provides cover against **Mechanical / Electrical Breakdown** of the **Appliance(s) / Product(s)** identified on **Your** policy **Schedule**. Cover includes parts, labour and **Call out** charges (inc VAT) during normal working hours (8am – 5pm Monday to Friday) subject to the terms, conditions and exclusions of **Your** policy.

## WHAT IS NOT COVERED

The following are specifically excluded from the cover provided by **Your** extended warranty.

- **Call out** charges where a fault cannot be found with the **Appliance(s) / Product(s)**.
- Accidental damage.
- Use of the **Appliance(s) / Product(s)** by anyone other than **You**.
- Failure to comply with the manufacturers instructions for the care of the **Appliance(s) / Product(s)**.
- Use in a commercial environment.
- **Appliance(s) / Product(s)** that do not meet the current electrical regulations in force at the time.
- Costs not authorised by the **Claims Administrator** or its appointed engineers.
- Faults relating to the installation of the **Appliance(s) / Product(s)**.
- Deliberate damage or neglect of the **Appliance(s) / Product(s)**.
- Repairs to cosmetic parts or non Mechanical Electrical components.
- Damage caused by foreign objects or substances.
- Faults known to **You** before commencement of cover under **Your** policy.
- Work, which relates to a manufacturer recall.
- Damaged of a cosmetic nature caused by but limited to denting, scratching, chipping, staining, and rust or corrosion.
- Routine maintenance of the **Appliance(s) / Product(s)**, supplies or service in **Your Home**.
- Materials or labour charges covered by manufacturers or suppliers or installer's guarantee or warranty.
- Claims arising from the interruption, failure or disconnection of public services to **Your Home** (including water, electricity or gas supply) however caused or from gas leaks.
- Claims arising as a result of normal wear and tear (e.g. belts, fuses, seals, handles, runners, screen burn etc.)
- Total loss of use of the **Appliance(s) / Product(s)** due solely to the non availability of replacement or substitute parts, in which case **We** shall offer settlement based on the depreciated value of the product and the estimated cost of repairs had the parts been available.
- **Consequential loss** of any type.
- The VAT element of any claim where the **Insured** is VAT registered.
- Costs associated with the initial setup including but not limited to faults on freeview due to poor signal strength.
- Any cost arising from the change from analogue to digital broadcasting including the termination of analogue transmissions of any type.
- Loss of frozen food.
- Any claim within the first 30 days of purchasing the policy.

**CLAIM LIMIT** (Subject to the provision of **Betterment**) **Your** policy provides cover up to:

- a) The original purchase price of the **Appliance(s) / Product(s)** on each claim and in aggregate or
- b) a maximum of £2000 where the original purchase price of the **Appliance / Product** exceeds £2000.  
during each 12 month period of cover provided.

**CLAIMS PROCEDURE** It is vital to obtain cover under **Your** extended warranty in the event of a claim that **You** contact the **Administrator** by telephone on <insert number> or by fax <insert number>. Please provide the **Administrator** with as much information about what has happened as possible, so they can give advice and arrange for the **Claims Administrator** to contact **You**.

Please have **Your** policy number and details of the **Appliance (s) / Product(s)** ready when **You** call.

UK General Insurance Ltd are an insurer's agent and in the matters of a claim act on behalf of the **Insurer**.

## GENERAL CONDITIONS

Claims are only valid where authority has been issued by CSS Ltd or their appointed engineer.

- 1) The **Claims Administrator** will make reasonable attempts to obtain a suitable tradesman, provided that provision of service is not precluded by:
  - a) adverse weather conditions
  - b) industrial disputes (official or not)
  - c) failure of the public transport system (including the road network) and repair thereto
  - d) other circumstances preventing access to **Your Home** or otherwise making provision of cover impractical.
- 2) **We** shall be entitled to:
  - a) where a claim occurs within the first six months of cover and the premium is paid by monthly instalment **We** will be entitled to seek payment of the balance premium for the first six months before settlement of the claim.
  - b) decline cover if, in **Our** opinion, **Your Home** or services have not been maintained in a safe or serviceable condition.
  - c) decide on the most appropriate means of providing cover, although **We** will take **Your** wishes into account whenever possible.
  - d) settle any claim on a proportionate basis if **You** have any other insurance covering the same loss or damage.
  - e) void this insurance in its entirety if any misrepresentation or concealment of material facts is made by **You** or anyone acting on **Your** behalf. In such cases, any premium due to **You** will be repaid to **You**.
- 3) **You** will be responsible for tradesmen's **Call out** charges if having requested assistance **You** are not at **Home** when the tradesman arrives.
- 4) If the cost of **Your** claim exceeds the cover provided by this policy, **You** will be required to pay any additional costs direct to the tradesman at the time they attend.
- 5) **We** will arrange to supply and fit replacement parts or components where required and covered under **Your** policy. If **You** request any addition work or replacement parts or components of a superior specification are fitted, **You** will be responsible for the additional cost. **We** are not responsible for any inconvenience, loss or damage caused by delay in the supply of spare parts or components by manufacturers or their suppliers or agents.
- 6) In the event that the parts for an **Appliance(s) / Product(s)** are no longer available, or the **Appliance(s) / Product(s)** is beyond economical repair, **We** will base **Our** settlement on the replacement cost of the same or similar model at the time of the breakdown. Depreciation for **Betterment** will normally be applied in line with the policy.

- 7) This policy shall be governed by and construed in accordance with the Law of England and Wales unless the **Insured's** habitual residence (in the case of an individual) or central administration and/or place of establishment is located in Scotland in which case the law of Scotland shall apply.
- 8) If **You** or anyone else claiming under this policy makes a claim that is false or dishonest in any way, **Your** policy will not be valid. **You** will lose all benefits under this policy and **We** will not refund **Your** premium.
- 9) No refund of premium will be considered if a claim has been made under **Your** policy.
- 10) If **You** move address then **You** must inform the **Administrator** in writing or by phone.

## CANCELLATION

**We** hope **You** are happy with the cover this policy provides. However, if after reading this policy, this insurance does not meet with **Your** requirements, please return it to Cobra Insurance Brokers Limited within 45 days of issue and **We** will refund **Your** premium. After the 45 day cooling off period **You** may cancel **Your** policy however no refund of premium is available.

The **Insurer** shall not be bound to accept renewal of any insurance and may at any time cancel any insurance document by sending 14 days notice to the **Insured** at their last known address. Provided the premium has been paid in full and there have been no claims, the **Insured** shall be entitled to a proportionate rebate of premium in respect of the unexpired period showing on the insurance.

## OUR PROMISE OF SERVICE

It is the intention to give **You** the best possible service but if **You** do have any questions or concerns about this insurance or the handling of a claim **You** should in the first instance contact the Managing Director of the **Administrator**. The contact details are:

The Managing Director,  
COBRA Insurance Brokers (Essex)  
Matrix House  
Lionel Road  
Canvey Island  
Essex  
SS8 9DE

Please ensure **Your** policy number is quoted in all correspondence to assist a quick and efficient response.

In the event **You** remain dissatisfied and wish to make a complaint, **You** can do so by contacting the following:

The Customer Relations Manager,  
UK General Insurance Limited  
Cast House,  
Old Mill Business Park,  
Gibraltar Island Road,  
Leeds,  
LS10 1RJ.

Tel: 0845 218 2685

Email: [customerrelations@ukgeneral.co.uk](mailto:customerrelations@ukgeneral.co.uk)

If it is not possible to reach an agreement, **You** have the right to make an appeal to the Financial Ombudsman Service. This also applies if **You** are insured in a business capacity and have an annual turnover of less than €2 million and fewer than ten staff. **You** may contact the Financial Ombudsman Service at:

Financial Ombudsman Service,  
South Quay Plaza,  
183 Marsh Wall,  
Docklands,  
London,  
E14 9SR

Tel: 0845 080 1800

The above complaints procedure is in addition to **Your** statutory rights as a consumer. For further information about **Your** statutory rights contact **Your** local authority Trading Standards Service or Citizens Advice Bureau.

#### **COMPENSATION SCHEME**

Ageas Insurance Limited is covered by the 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 scheme arrangements from the FSCS or visit [www.fscs.org.uk](http://www.fscs.org.uk)

#### **DATA PROTECTION ACT (1998)**

Please note that any information provided to **Us** will be processed by **Us** and **Our** agents in compliance with the provisions of the Data Protection Act 1998, for the purpose of providing insurance and handling claims, if any, which may necessitate providing such information to third parties.