

# Your Locket Home Insurance Policy

Hi Firstname, welcome to Locket!

This is your Locket insurance policy for 101 Real Street, Townsville, Boroughshire, AB12 3CD.

You've chosen to cover your **buildings** and your **contents**, plus some optional power-ups – **buildings accidental damage** cover, **contents accidental damage** cover, **legal expenses** cover, **personal possessions outside home** cover and the **home emergency** service.

Your unique policy number is **L1234567**.

The most you'll pay for this cover is £XX.XX a month. You may well pay less, because of discounts from smart devices. Either way - we've done our best to write this policy in human, not hieroglyphics, so you can see what you're getting. If you have any questions, you want to make any changes, or you need to make a claim:

- The fastest and easiest way is usually our in-app chat.
- Alternatively, you can email hi@locket.insure, including your unique policy number; or
- call us on +44 20 3966 3650.

Your main buildings and contents cover is underwritten by our friends at Wakam (the **underwriters**). Some of the power-ups might be underwritten by either Wakam or someone else – please see the specific power-up section to confirm.

You've probably noticed a few words in **bold** already. Some words have a particular meaning in this document. They're listed in the **definitions** section below, so you can check back and remind yourself what any word means.

Alright: here's a summary of what you're getting.

# TL;DR (too long, didn't read)

Hey Firstname: you've got **buildings** and **contents** insurance for 101 Real Street. That means if something bad happens to the fabric of your **building** or your **contents** inside it, we can help you out with repairs, replacements or solutions of another kind. There are some limitations, though, so read on for further information.

Your cover starts on 1<sup>st</sup> June 2020 and continues until it's cancelled by you or us. Regardless of whether you decided to pay monthly or 12 months in advance, it's a rolling, monthly contract that covers you for sudden, unforeseen damage to your home: fires, burglaries, vandalism, burst pipes, water leaks, storms and more.

Your **buildings** are covered up to a total value of **£1,000,000**. That means if something happens to your **buildings**, we'll pay for the tradespeople and materials to make it right again (plus alternative accommodation if necessary) - up to the value above.

Your **contents** are covered up to a total value of **£75,000**, with a maximum of **£3,000** for any single item. That means if some of your **contents** are damaged or stolen within your **home**, we'll replace them (or pay you enough to replace them) with the same make and model, up to the values above. If that's not possible, we'll replace them with something equivalent.

You've also got some optional extras:

**Buildings Accidental Damage** cover. Where buildings policies are for damage you *didn't* cause, accidental damage is an optional extra that covers damage you or your family did cause – albeit unintentionally!

**Contents Accidental Damage** cover. Where contents policies are for damage you *didn't* cause, accidental damage is an optional extra that covers damage you or your family did cause – albeit unintentionally!

**Legal Expenses** cover. Your buildings and contents policy includes legal *liability* cover as standard – which is for help if someone is injured on your property and tries to take you to court. Legal Expenses cover provides much more comprehensive cover for you and your family, for problems not related to your home - like employment, contract and property law disputes.

**Home Emergency** cover. If something happens to your home that needs fixing *right now*, home emergency is a service you can call for help. We'll find an appropriate tradesperson in your area, arrange for them to come to your house and try to help, and we'll usually pay them directly so you don't have to.

**Personal Possessions Outside Home** cover. If some of your personal stuff are damaged or stolen while temporarily outside your home, we'll replace them (or pay you enough to replace

them) with the same make and model, up to the value below. If that's not possible, we'll replace them with something equivalent. Your Personal Possessions are covered up to a total sum of **£2,000**.

If you do need to claim, you will need to pay an **excess** up front. Your excess is **£XXX.XX**.

You can easily check what we're insuring for you, and for how much, in the Locket app. You should also bear in mind that not everything is covered, so keep reading for the full lowdown.

# TS;GM (too short, gimme more!)

Perhaps you're having trouble sleeping. Perhaps you just really like insurance policy wordings? We're not here to judge. Read on for the full details of what is - and isn't - covered by your Locket policy. If you have a specific question, you may find it faster and easier to use our in-app chat.

## Definitions

First off – here are **definitions** for the important terms in **bold** in this policy.

### Accidental Damage

Accidental damage is sudden, unexpected loss or damage caused by you or your family - albeit unintentionally.

### Building(s)

Your **buildings** are the parts of the house or apartment that you live in, and any external features like doors, windows, driveways, outbuildings, sheds or swimming pools that are permanently fixed to the ground and exclusively attached to your house or apartment.

For example, if you live in an apartment block: your **buildings** cover applies to your apartment, but not communal areas like the roof, hallways or lifts.

If you live in a detached house: your house, your garden and any permanent structures in them are your **buildings**, but not things that aren't permanently attached to them - plants, play equipment, mobile homes, gazebos, barbecues, garden furniture.

If you live in a semi-detached house and share some land or facilities with your neighbour: then your house and any areas that exclusively belong to your house are your **buildings**, but your communal swimming pool with tiki-bar and poker lounge are not (even if you spend more time there than at home).

### Business Equipment

This means things like computers, tools and other equipment used in a business, trade or profession. It doesn't include business inventory or money, or virtual things like data.

## Contents

**Contents** are the things you legally own, which aren't part of the fabric of your **building**. A fairly good test for whether something falls under **buildings** or **contents** is: would you normally take it with you if you moved house?

That means a lamp is part of your **contents**, but the ceiling light fixture isn't. It would probably fall under **buildings** cover though, if you have it.

You should also bear in mind that **contents** cover doesn't include things like your car or your pets (there's dedicated types of insurance for those).

You can find more information about what are, and aren't contents, under "your contents cover" below.

## Excess

The amount you agree to pay up front towards each claim that you make. The excess can vary for different kinds of cover. You can find the excess for each kind of cover under "your buildings cover" and "your contents cover" below.

## Home

Where we use the term **home**, we're referring specifically to the part of the house or apartment that you live in. For example – if we say we'll pay for alternative accommodation while your **home** is uninhabitable, it means we'll pay for accommodation while the parts of the building you live in are repaired; and not, for example, your shed. Even if it's a really good shed.

## Insurance Year, Any Given Year

Locket insurance is a monthly, rolling contract, that you can start and end whenever you like. But like all insurance we have to put reasonable limits on how much we can cover in a given time period. Where we refer to the "**insurance year**", this means a 12-month window from the day your cover starts. Once the 12 months are up, a new **insurance year** begins.

## Underwriter

The **underwriter** of your buildings and contents policy is Wakam, a French *société anonyme* (public limited company). Wakam operates through its UK Branch at 18th & 19th Floors, 100 Bishopsgate, London, EC2N 4AG; branch registration number BR023088. Your optional extras, like home emergency, have their own underwriters – check the optional extras section at the end for details.

## Mobile Phones

A mobile phone means a single hand-held, portable cellular telephone belonging to you, which is able to make or receive telephone calls or SMS messages when connected to a mobile phone network.

## Money

Money in our dictionary means cash, cheques, postal and money orders, National Savings stamps and certificates, unused postage stamps, travellers' cheques, travel tickets, season tickets, luncheon vouchers and store vouchers all held for private or domestic purposes.

## Personal Possessions

Your **Personal Possessions** are items you might wear or take with you when you leave your house. Your **Personal Possessions** can temporarily leave your home. **Personal Possessions** are: clothing, mobile phones (up to 36 months old at the point you first purchase the policy), portable electronic devices, laptops and accessories, amateur sports equipment, jewellery and watches, precious metals, baby equipment, spectacles, bicycles (up to £500) hearing aids and other similar items normally carried by the person and all of which belong to **you**. For Personal Possessions Outside Home cover, we can cover up to £3,000 for a single item. If you have items worth over £3,000 and under £10,000 you must declare them separately under Single High Value Items section for them to be covered when outside home. You should also bear in mind that **Personal Possessions Outside Home** cover doesn't include things like your business equipment, money, and credit cards. You can find more information under "Personal Possessions Outside Home" below.

## Plants

**We** will pay for loss or damage to growing trees, shrubs or **plants** at your **home** caused by fire, explosion, malicious damage, smoke, lightning, earthquake or vandalism, impact by any falling tree or branch or theft or attempted theft. The most the **insurer** will pay for any one growing tree, shrub or plant is up to **£1,000 per claim and £250 per plant**.

## Securities

A security is defined as any document or certificate which is proof of money owed to any of your family.

## Valuables

**Valuables** means things made out of (or containing) gold, silver or other precious metals; jewellery and costume jewellery; cameras and video cameras; binoculars, watches, furs, paintings and other works of art; collections of stamps, coins and medals.

## We, Us, Our

Means us – Locket! Locket is a trading name of It's Not 1998 Limited, and we're regulated by the Financial Conduct Authority under registration number 933682. Locket's registered address is 5 Jardine House, Bessborough Road, Harrow HA1 3EX. Locket manages this policy on the **underwriter's** behalf. That means if you need to make a claim or change anything about your policy, you have to contact us and not our **underwriter**.

## You, Your, Yourself, Your Family

That means you, #Firstname! The person, or people named on this policy. It also means all members of your household – your husband, wife, partner, child, parents or other relatives, so long as they normally live with you, at your **home**.

## Your Buildings Cover

You have chosen to cover your **buildings**.

Here's a summary of what is - and isn't - covered by your **buildings** cover.

<b>What is covered:</b>	<b>What isn't covered:</b>
<i>Physical damage to your <b>buildings</b> caused by any of the following:</i>	<i>The <b>excess</b> on your <b>buildings</b> cover, which is <b>£XX.XX</b>.  You're not covered for any loss or damage if you haven't lived in your home for more than 60 consecutive days.</i>
Fires, explosions, smoke, lightning.	Damage caused by air pollution.

<p>Storms – which means high winds of a destructive nature; rainstorms, hailstorms or snowstorms.</p> <p>Floods.</p>	<p>Damage caused by frost, or changes in the water table (the level below which the ground is saturated in water). Storm or flood damage to fences or gates.</p>
<p>Water or oil escaping from faulty plumbing and appliances; from washing machines, dishwashers or your central heating.</p> <p>Freezing of water in fixed water or fixed heating systems.</p>	<p>Loss or damage to the appliance itself as a consequence of water or oil escaping (that would be under <b>contents</b> cover).</p> <p>Water escaping from non-faulty appliances – accidentally overfilling the bath, for example.</p> <p>Any work removing or replacing parts of your <b>building</b> in order to locate the source of the escaping water or oil is called "trace and access", and it has its own entry in this table below.</p>
<p>Movement of the ground underneath your building (subsidence, upheaval of the site on which the <b>buildings</b> stand, or landslip), that isn't caused by your <b>building</b>.</p>	<p>Buildings often "settle" or "bed down" after they're built. It can also happen after you make changes to the building (e.g. add an extension, convert a loft). You aren't covered for damage caused by this, or by poor design, workmanship or materials.</p> <p>We can't cover damage to external features - drives, patios, swimming pools, tennis courts, ponds, fences or gates - unless the part of the building you live in is damaged by the same cause, at the same time.</p> <p>We can't cover damage to solid floors or damage caused by solid</p>

	<p>floors moving, unless the foundations of the outside walls of your building are damaged by the same cause, at the same time.</p>
<p>Theft and attempted theft.</p>	<p>This is <b>buildings</b> cover, so we're talking about damage to your <b>buildings</b> caused by someone stealing or attempting to steal something – not the item they stole, unless it was permanently attached to your <b>building</b> at the time.</p>
<p>Things damaging your <b>home</b> by falling on it from above – drones, aircraft and satellites or parts of them, trees, branches, animals, overweight seagulls (they do love chips).</p>	<p>The cost of removing those things if they didn't damage the building. As in, we won't get your football out of the gutter for you. Damage to fences and gates, and damage caused by pets (is that your seagull?)</p>
<p>Vandalism, rioting.</p>	<p>If you allow somebody to use your <b>home</b> (e.g. they're housesitting for you while you're on holiday) and they vandalise something, it's not usually considered vandalism – unless they used force or violence to get into or out of your <b>home</b>. Also, you might need new friends.</p>

The cost of repairing or replacing whatever went wrong, provided it's necessary and covered by your policy. We will decide whether to repair or replace the item, or to pay you the replacement cost. Don't pay to repair or replace something without checking with us first or it might not be covered. Normally, we will pay for :

- Professionals (architects, engineers, surveyors) and materials to fix the problem;
- Demolishing and removing any parts that need to be demolished or removed to fix the problem;
- Replacing things that can't be fixed, on a like-for-like basis.

We're not responsible for things that fail because of poor workmanship, design or materials.

Some things have a natural lifespan, and we're not responsible for things that simply wear out.

When we repair or replace whatever went wrong, we might need to make sure it complies with building regulations or local authority regulations. If we do, we're only responsible for any fees and costs associated with the parts of the **building** that were damaged, and not for the rest, or for complying with any other instructions you've been given by your local authority before you made the claim.

Trace and access, meaning the cost of removing and replacing any part of your **building** necessary to repair a fixed household heating or water system that has caused an escape of water or oil. We won't cover any amount exceeding **£5,000**.

Damage to underground cables, pipes, drains and tanks that you're legally responsible for at the address named on this policy (beyond the boundary of your property they're usually owned by the supplier).

Where underground cables, pipes, drains and tanks are owned by a supplier we can only cover the cost of the necessary work to locate the source of the damage (see "trace and access" above in this table), and not the underground fixtures themselves.

We won't cover the damage if it was caused by you, or by someone else altering, repairing or otherwise making changes to your building.

The same goes for faulty workmanship, design or materials.

This infrastructure has a natural lifespan, and we won't be responsible for costs where parts have simply worn out and reached the end of their serviceable lives.

We can't cover damage caused by coastal or river erosion, or where it's caused by sulphates reacting with any part of your building. We also can't cover damage where subsidence, upheaval, movement or shrinkage of your land is triggered by water escaping from an underground pipe, drain or tank.

Alternative accommodation. If things really hit the fan, you might have to move out while we fix it. We'll cover the cost of similar short-term accommodation while your **home** is made habitable again. The maximum we will pay for alternative accommodation is **£100,000**.

It's only "similar" accommodation, so don't go booking any 5\* hotels without checking in with us first! If you pay for accommodation without talking to us first you might have to pay for it yourself. We'll only pay for accommodation for people who normally live in your **home**. If you do end up booking the accommodation yourself, you're responsible for making sure your booking is for an appropriate duration – we won't continue paying for alternative accommodation once your **home** becomes habitable again.

Emergency services. The emergency services might need to damage your **building** in order to get inside and help – for example, they might need to break down a door or a window. We can only cover up to a maximum of **£5,000** for damage by emergency services.

It's only covered if the damage was caused by one of the events listed in this buildings cover table.

## Your Contents Cover

You have chosen to cover **your contents**.

First of all, let's set out which items are (and aren't) considered **contents**.

<b>Contents:</b>	<b>Not contents, meaning not covered:</b>
<p><b>Household goods.</b> The things you normally keep at <b>home</b> (and that tend to stay there). Furniture, linen, lamps, pots and pans, cutlery, crockery, any freestanding white goods (microwaves, fridges, freezers, dishwashers, ovens).</p> <p><b>Valuables.</b> Your valuables, while they're inside your <b>home</b>. That means laptops, cameras, jewellery, watches, artwork, precious metals (gold and silver) whilst they are in Your Home. The maximum cover for valuables is <b>£3,000</b> for any single item, up to a</p>	<p>Motor or mechanical vehicles of any kind (other than models) – whether they're licensed for road use or not. That means all cars, trailers, caravans, bikes, boats, hang gliders, hovercraft, submarines, jetpacks and drones.</p> <p>Any living thing. Your pets, your plants, your kids.</p> <p>Money cover doesn't extend to IOUs, credit vouchers, promotional vouchers, airmiles, cryptocurrency, scratch cards, lottery or raffle tickets,</p>

maximum total of **£20,000** in any **insurance year**.

**Money.** Money and vouchers, while they're inside your **home**. Current bank notes and coins, postal orders, money orders, premium bonds, retail vouchers, season tickets (again, only while they are in your **home**). We can only cover money and vouchers up to a total of **£500**.

**Personal effects.** Your personal things, that you wear or carry – like your smart phone, or sports equipment.

**Important documents** – deeds, bonds, securities proving that money is owed to you or your family. Documents are only covered while they're in your **home**, and up to a maximum total of **£1,000**.

**Credit, debit, charge and cash dispenser cards** - so long as they were issued in the UK, and you or your family legally own them or are legally responsible for them. Credit, debit, charge and cash dispenser cards are only covered while they're in your **home**, up to a maximum of **£50** per card, and **£500** in total.

loyalty points, stamps, or any money held or used for business purposes.

Only personal documents are included, not ones related to your trade or business.

Credit, debit, charge and cash dispenser cards don't include those used for trade or business purposes, or any kind of loyalty card.

And now, let's look at what is – and isn't – covered by your **contents** policy:

What is covered:	What isn't covered:
<p><i>Loss or damage to your <b>contents</b> that occurs in your <b>home</b> or your <b>buildings</b>, caused by one of the following.</i></p>	<p><i>The <b>excess</b> on your <b>contents</b> cover, which is <b>£XX.XX</b>.</i></p> <p><i>You're not covered for any loss or damage if you haven't lived in your <b>home</b> for more than 60 consecutive days.</i></p>
<p>Fires, explosions, smoke, earthquakes and lightning.</p>	<p>Any damage caused by air pollution.</p>
<p>Storms - which means high winds of a destructive nature; rainstorms, hailstorms or snowstorms.</p> <p>Floods.</p>	<p>Damage caused by frost, or by changes in the water table (the level below which the ground is saturated in water). We can't cover <b>contents</b> that are damaged by the weather because you left them out in the open (e.g. you leave your laptop in the garden and it rains).</p>
<p>Theft or attempted theft from your <b>home</b>.</p>	<p>We won't cover loss by deception, unless the only deception was somebody tricking their way into your <b>home</b>. Deception includes losses where someone convinces you to transfer property to them using a counterfeit or otherwise invalid form of payment.</p>

<p>Theft or attempted theft from your outbuildings, meaning garages and sheds, up to a limit of <b>£3,000</b> in total.</p>	<p>We can't cover belongings left out in the open (e.g. if you leave your laptop in the garden and someone takes it).</p> <p>We can't cover loss by deception, unless the only deception was somebody tricking their way into your home. Deception includes losses where someone convinces you to transfer property to them using a counterfeit or otherwise invalid form of payment.</p>
<p>Water escaping from faulty plumbing or appliances, e.g. dishwashers and washing machines – provided it's sudden and unexpected.</p>	<p>We won't cover trace and access (discovering the cause of the leak) or making repairs afterwards. However, it may be covered under your <b>buildings</b> cover, if you have it. Bear in mind this is <b>contents</b> cover, so it doesn't cover the cost of repairing the actual burst pipe or faulty plumbing.</p>
<p>Vandalism, rioting.</p>	<p>If you allow somebody to use your <b>home</b> (e.g. they're housesitting for you while you're on holiday) and they vandalise something, it's not usually considered vandalism – unless they used force or violence to get into or out of your <b>home</b>.</p>
<p>Movement of the ground underneath your building (subsidence, heave of the site on which the <b>buildings</b> stand or of land belonging to it, and landslip), which isn't caused by your <b>building</b>.</p>	<p><b>Buildings</b> often "settle" or "bed down" after they're built. It can also happen after you make changes to the <b>building</b> (e.g. add an extension, convert a loft).</p>

	<p>You aren't covered for damage to your <b>contents</b> caused by this - or by poor design, workmanship or materials.</p>
<p>Things damaging your <b>contents</b> by falling on them from above – drones, aircraft and satellites or parts of them, trees, branches, animals.</p>	<p>The cost of removing those things if they didn't damage your <b>contents</b>. As in, we won't get your football out of the gutter for you. Any damage caused by pets.</p>
<p>Alternative accommodation. If damage to your <b>contents</b> means your <b>home</b> is temporarily uninhabitable, we will arrange similar, temporary accommodation for you while we take care of it.</p>	<p>Don't arrange alternative accommodation without checking in with us – we need to agree the cost first, and if you book it without speaking to us you might have to cover the cost yourself.</p>
<p>Locks and keys. Loss of keys; or accidental damage to the locks of your external doors, or any safes or alarms in your <b>home</b> or <b>buildings</b>. We will cover a maximum of <b>£750</b> in any one claim.</p>	<p>This doesn't include damage caused by mechanical or electrical failures, or that's caused in the process of any repair or restoration.</p>
<p>Digital media - music, films or data downloads - that you have purchased. If your digital media are permanently lost or damaged – i.e., you can't just re-download them – and as long as the damage was caused by one of the events listed in</p>	<p>We can't help with the cost of remaking or recreating non-recoverable music, film or data. If it's not digital media that you bought, we can't help here.</p>

<p>this <b>contents</b> cover table - we can help with the cost of replacing them. This is only for digital media or data that you can buy; up to a maximum of <b>£1,000</b>.</p>	
<p>Business equipment. Computers, tools and other equipment used in your business, trade or profession. It doesn't include business inventory or money, or virtual things like data. The business equipment must be securely stored within your <b>buildings</b>. The damage has to have been caused by one of the events listed in this <b>contents</b> cover table. We will cover up to a maximum of <b>£5,000</b>.</p>	<p>We will not cover loss of or damage to equipment you don't legally own, for example if it's owned by your employer.</p>
<p>Documents. Loss of, or damage to, documents while in your <b>home</b> - as long as the damage was caused by one of the events listed in this <b>contents</b> cover table. We will cover a maximum of <b>£1,000</b> for any one claim.</p>	<p>This doesn't cover documents solely used for business, trade or professional purposes.</p>
<p><b>Contents</b> "in the open". This cover is for things that are normally left outside your <b>home</b>, but still on the land attached to it. Typical examples are garden furniture, patio heaters and barbecues. We can only cover contents in the open if the damage was caused by one of the events listed in this contents cover table. We will cover up to a maximum of <b>£3,000</b>.</p>	<p><b>Contents</b> cover doesn't apply to anything living, so it doesn't cover garden plants, for example.</p>

Gifts you're given because of a wedding, birthday or civil partnership. **Contents** you buy because of an upcoming religious festival. We can cover up to a maximum of **£7,500** for 30 days either side of the event for which the gifts were received or purchased – and this also increases your total contents cover by **£7,500** for the same period.

Gifts are covered provided the loss or damage happened within 30 days before or after the event for which the gifts were received or purchased, and only as long as the damage was caused by one of the events listed in this contents cover table.

Shopping in transit. Loss of, or damage to, food or things you've bought for your **home**; while being transported from the shops to your **home**. This includes theft of these shopping items from your car, provided that the car was locked and the shopping was hidden from public view, so in the car boot, glove compartment or another hidden luggage department. We will cover a maximum of **£500** in any one claim.

We won't cover shopping stolen from your car unless the car was locked, someone had to use force to break in, and the stolen shopping was hidden in your boot, glove compartment or another hidden luggage compartment. We won't cover any damage that has been caused by you or your **family**.

Temporary removal. This cover is for if you remove things from your **home** for a short time – for example, if you're having building work done and you decide to move some things into safe storage. It's only covered if the damage was caused by one of the

This doesn't cover things family members take away to university, college or school.

<p>events listed in this <b>contents</b> cover table. We will cover a maximum of <b>£10,000</b> in any one claim.</p>	
<p>Accidental loss of metered water, LPG (liquid petroleum gas), or oil at your <b>home</b>. We will cover a maximum of <b>£1,000</b> in any one claim.</p>	
<p>The personal effects of your visitors, so long as they're damaged by one of the events listed in this <b>contents</b> cover table.</p> <p>We will cover a maximum of <b>£1,000</b> for each visitor affected.</p>	<p>Any loss or damage specifically excluded elsewhere in your <b>contents</b> cover.</p>
<p>Frozen food that's been spoiled by an accidental change in temperature. The maximum amount we will cover in a single claim is <b>£1,000</b>.</p>	<p>Some things have a natural lifespan, and we won't cover damage caused by things naturally spoiling or wearing out.</p> <p>We can't cover frozen food that's used for business or trade purposes.</p> <p>We can't cover food that's spoiled as a result of a utility provider deliberately cutting off service to your <b>building</b>.</p> <p>It's only covered if the damage was caused by one of the events listed in this <b>contents</b> cover table.</p>

## Legal Liability

What is covered	What isn't covered
<p>As the owner or occupier of your <b>home</b>, someone could potentially try to sue you if they are injured on your property (the one named in this policy).</p> <p>We will help you with damages, costs and legal fees for any one, single event that results in accidental death, disease, illness, injury or damage to physical property (all must be accidental), that occurs during the time you're insured with us.</p> <p>We'll cover up to <b>£2,000,000</b>, including up to <b>£20,000</b> in defence costs agreed by us in writing.</p>	<p>This cover is only for claims made by third parties - not for any claims resulting from injuries, death, disease, or illness of you or your <b>family</b>. We won't cover the cost of anything you own or are legally responsible for as part of this claim. This does not cover any claims arising out of a trade, business or anything you do for a fee and will not cover any liability arising out of the provision of any goods and services. We won't cover your liability for fines or penalties, or for damages intended to punish or make an example of you. We won't cover any liabilities relating to The Party Wall etc. Act 1996. We won't cover any claims relating to dogs described in the Dangerous Dogs Act of 1991 (Dangerous Dogs Order 1991 in Northern Ireland). We won't cover any liability for putting right any fault or alleged fault under Section 3 of the Defective Premises Act 1972 (or Article 5 of the Defective Premises (Northern Ireland) Order 1975), or any similar legislation.</p>

# Optional extra: Contents Accidental Damage

Standard **contents** policies cover sudden, unexpected loss or damage that you didn't cause. That means they're for events outside your control - storms, fires, floods, crime.

**Accidental damage** is sudden, unexpected loss or damage that you or your family did cause, albeit unintentionally.

Say someone breaks into your home and steals your laptop. That would usually be considered an unforeseen event outside of your control, and would therefore fall under standard **buildings** and/or **contents** policies. But if your kids were running amok and smashed it, it'd be damage that your **family** caused, so it wouldn't be covered.

Enter **accidental damage** for **contents**. Accidents happen, and when they do we may be able to help you with the costs of repairing or replacing damaged items.

Here's a summary of what is, and isn't, included in your **accidental damage** cover for **contents**.

What is covered:	What isn't covered:
<p>Accidental loss of, or damage to, <b>contents</b> while in your <b>home</b>. <b>Accidental damage</b> means sudden, unexpected and visible damage; caused by you or your family, which has not been caused on purpose.</p>	<p>The <b>excess</b>, which is the amount you need to pay in order to make a claim. The <b>excess</b> on your <b>accidental damage (contents)</b> policy is <b>£XX.XX</b>. We won't cover any loss or damage if you haven't lived in your home for 60 or more consecutive days. We also won't cover any loss or damage if you let or rent your home out to anyone other than your <b>family</b>.</p> <p>We won't cover wear and tear, deterioration over time, mechanical or electrical faults. We won't cover water entering your home by any means other than storms or floods. We can't cover any loss or damage specifically excluded elsewhere in your <b>buildings</b> and <b>contents</b> cover sections. Where another sub-limit</p>

applies elsewhere in your policy, we will only cover up to the lower sub-limit.

## General Exclusions

To help make it clear, here are all the things specifically excluded from your cover:

## **We won't pay for:**

Any loss or damage that occurs when you haven't lived in your **home** for 60 consecutive days or longer. Living at home means sleeping in your **home** on a regular basis, and doesn't include occasional visits or stays (e.g. a holiday home that you visit from time to time).

Any pre-existing loss or damage that happened before your policy began.

Loss or damage caused by any paying guest or tenant.

Loss of, or damage to, bicycles.

Damage caused by tobacco burns.

Normal wear and tear.

Reduction in value.

Damage caused by condensation, corrosion, frost, rot, fungus, woodworm, beetles, moths, insects or vermin; viruses, bacteria, parasites or other organisms, or any variation thereof, whether deemed living or not.

Damage caused by pets (pets means any domestic animal).

Any damage caused gradually.

Faulty workmanship, faulty design or the use of faulty materials.

Stock or money held or used for business purposes.

Any drop in the market value of your home caused by rebuilding or repairing damage to your **buildings**.

Any loss, damage or legal liability caused (or allowed to be caused) by the deliberate, wilful or malicious act of you or any paying guest or tenant.

Any loss, damage or legal liability resulting from illegal acts by you or any paying guest or tenant.

Anything virtual – data on your hard drive, for example.

The cost of remaking lost or damaged video recordings.

## Optional extra: Buildings Accidental Damage

Standard **buildings** policies cover sudden, unexpected loss or damage that you didn't cause. That means they're for events outside your control - storms, fires, floods, crime.

**Accidental damage** is sudden, unexpected loss or damage that you or your family did cause, albeit unintentionally.

Say someone breaks into your home and kicks in your doors in the process. That would usually be considered an unforeseen event outside of your control and would therefore fall under standard **buildings** and/or **contents** policies. But if you were drilling a hole to hang a new family photo and you've accidentally drilled through a water pipe, causing a leak - it'd be damage that you caused, so it wouldn't be covered.

Enter **accidental damage** for **buildings**. Accidents happen, and when they do, we may be able to help you with the costs of repairing or replacing damaged items.

Here's a summary of what is, and isn't, included in your **accidental damage** cover for **buildings**.

What is covered:	What isn't covered:
<p>Accidental loss of, or damage to, <b>buildings</b> while in your <b>home</b>. <b>Accidental damage</b> means sudden, unexpected and visible damage; caused by you or your family, which has not been caused on purpose.</p>	<p>The <b>excess</b>, which is the amount you need to pay in order to make a claim. The <b>excess</b> on your <b>accidental damage (buildings)</b> policy is <b>£XX.XX</b>.</p> <p>We won't cover any loss or damage if you haven't lived in your home for 60 or more consecutive days. We also won't cover any loss or damage if you let or rent your home out to anyone other than your <b>family</b>.</p> <p>We won't cover wear and tear, deterioration over time, mechanical or electrical faults. We won't cover water entering your home by any means other than storms or floods.</p>

We can't cover any loss or damage specifically excluded elsewhere in your **buildings** and **contents** cover sections. Where another sub-limit applies elsewhere in your policy, we will only cover up to the lower sub-limit.

## General Exclusions

To help make it clear, here are all the things specifically excluded from your cover:

## **We won't pay for:**

Any loss or damage that occurs when you haven't lived in your **home** for 60 consecutive days or longer. Living at home means sleeping in your **home** on a regular basis, and doesn't include occasional visits or stays (e.g. a holiday home that you visit from time to time).

Any pre-existing loss or damage that happened before your policy began.

Loss or damage caused by any paying guest or tenant.

Damage caused by tobacco burns.

Normal wear and tear.

Reduction in value.

Damage caused by condensation, corrosion, frost, rot, fungus, woodworm, beetles, moths, insects or vermin; viruses, bacteria, parasites or other organisms, or any variation thereof, whether deemed living or not.

Damage caused by pets (pets means any domestic animal).

Any damage caused gradually.

Faulty workmanship, faulty design or the use of faulty materials.

Any loss, damage or legal liability caused (or allowed to be caused) by the deliberate, wilful or malicious act of you or any paying guest or tenant.

Any loss, damage or legal liability resulting from illegal acts by you or any paying guest or tenant.

## **What should I do if I need to claim?**

- 1. If there are things you can do to minimise the extent of the damage, do them first.**

For example, if the problem is a water leak, turn off the stop tap in your home to limit the amount of water that can escape. Call people who are in a position to help – the emergency services, a plumber, the landlord (if you have one), your parents. Once the immediate situation is contained, proceed to step 2.

- 2. When everything's safe** (but as soon as you can), make a cuppa and tell us what happened.

You can email [claims@locket.insure](mailto:claims@locket.insure), including your unique policy number: **Locket 123 4567**;

Or call us on **+44 20 3966 3650**.

You should tell us everything that happened as accurately, honestly and completely as possible, as soon as it is safe to do so.

We'll probably ask you for information like the contact details of people involved, receipts for any high-value items or photographs. You might not have all of it to hand, but make sure you get it to us as soon as possible so we can proceed with sorting out your claim. Bear in mind that if you hold any information back or change the facts it could invalidate your claim.

If you're making a claim for a theft or burglary, you'll also need to report it to the police. Do so as soon as you can – but within 72 hours at the very latest. You'll need to provide us with the case number that the police give you and keep us up to date with any developments in their investigation.

If you need alternative accommodation while we get things sorted, we're here to help. We'll cover the cost of similar, short-term accommodation while your home is made habitable again. It's only "similar" accommodation, so don't book a 5\* hotel without checking in with us first! If you pay for accommodation without talking to us first, you might have to pay for it yourself.

We'll do our best to resolve your problem as swiftly and completely as possible, with the clearest communication we can manage. We might need to speak to other people, ask you to gather other information for us, or other reasonable steps while we piece together what's happened. If someone else is responsible for the loss or damage, we also might have to take steps to recover our losses from them. In making a claim under this insurance, you allow us to take any action we consider necessary to enforce your rights or our rights under this insurance, which includes defending or settling any claim in your name and the legal right to pursue a party for losses.

## How much will we pay?

If you're looking for specifics on what is and isn't covered by your policy, you should check the sections called "your buildings cover" and "your contents cover" earlier in the document. The table below aims to collect all of the amounts you're covered for in one place for easier reference.

In the event of a **"total loss"** – your whole **home** and all of your **contents** are destroyed– we will add up:

- The rebuild cost of your **buildings** (as assessed by a loss adjuster);
- The cost of alternative accommodation;
- And the cost of repairing the damage to your **buildings** (tradespeople & professionals, replacing things that can't be repaired, any demolition work, any work needed to meet regulations).

If this comes to more than your total "sum insured" for **buildings** (i.e. £1,000,000), we will pay £1,000,000. If it comes to less than that figure, we will pay the lesser amount.

We will do the same for your **contents** – we will add up the cost of repairing or replacing all of your **contents**, and if this comes to more than your total "sum insured" for **contents** (i.e. £75,000), we will pay £75,000. If it comes to less than that figure, we will pay the lesser amount.

Bear in mind that you need to pay an **excess** when you claim.

Type of cover	Excess
Buildings	The excess on your buildings cover is <b>£xx.xx</b> .
Contents	The excess on your contents cover is <b>£xx.xx</b> .
Accidental Damage (Contents)	The excess on your accidental damage cover for contents is <b>£xx.xx</b> .

Type	What's covered	The maximum amount we will cover (in any 12-month period you're insured with us – i.e. one insurance year)
<b>Buildings</b>	<p>Damage to your <b>buildings</b> caused by:</p> <ul style="list-style-type: none"> <li>– Fire, explosions, lightning, or smoke;</li> <li>– Storms or floods;</li> <li>– Oil or water escaping from faulty plumbing or appliances;</li> <li>– Subsidence, upheaval, landslip, earthquakes;</li> </ul>	Up to <b>£1,000,000</b> in total, including all sub-limits below.

	<ul style="list-style-type: none"> <li>– Theft or attempted theft;</li> <li>– Things damaging your <b>buildings</b> by falling on them from above;</li> <li>– Vandalism, rioting, civil commotion.</li> <li>– Damage to underground cables, pipes, drains and tanks;</li> <li>– Fees and costs for repairing and replacing whatever when wrong.</li> </ul>	
<b>Buildings</b>	Trace and access (locating the source of a water or oil leak).	Up to <b>£5,000</b> .
<b>Buildings</b>	Alternative accommodation, if your <b>home</b> is uninhabitable.	Up to <b>£100,000</b> .
<b>Buildings</b>	Damage caused by emergency services.	Up to <b>£5,000</b> .
<b>Contents</b>	<p>Loss or damage of household goods, valuables, personal effects not included in any other category below, and when caused by:</p> <ul style="list-style-type: none"> <li>– Fire, explosions, lightning, or smoke;</li> <li>– Storms or floods;</li> <li>– Oil or water escaping from faulty plumbing or appliances;</li> </ul>	<p>Up to <b>£75,000</b>, with a maximum of <b>£3,000</b> for any single item.</p> <p>The maximum amount we can pay for valuables - laptops, cameras, jewellery, watches, artwork, precious metals like gold and silver – is <b>£20,000</b> in total, with a maximum of <b>£3,000</b> for any single item.</p>

	<ul style="list-style-type: none"> <li>– Subsidence, upheaval, landslip, earthquakes;</li> <li>– Theft or attempted theft;</li> <li>– Things damaging your contents by falling on them from above;</li> <li>– Vandalism, rioting, civil commotion.</li> </ul>	
<b>Contents</b>	Accidental loss of metered water or LPG.	Up to <b>£1,000</b> .
<b>Contents</b>	Credit, debit, charge and cash dispenser cards.	<b>£50</b> per card, up to <b>£500</b> in total.
<b>Contents</b>	Money and vouchers.	Up to <b>£500</b> .
<b>Contents</b>	Documents.	Up to <b>£1,000</b> .
<b>Contents</b>	Thefts (or attempted thefts) from outbuildings.	Up to <b>£3,000</b> .
<b>Contents</b>	Things left out in the open.	Up to <b>£3,000</b> .
<b>Contents</b>	Locks and keys.	Up to <b>£750</b> .
<b>Contents</b>	Digital media – films, music, electronic downloads.	Up to <b>£1,000</b> .
<b>Contents</b>	Shopping in transit.	Up to <b>£500</b> .

<b>Contents</b>	Temporary removal.	Up to <b>£10,000</b> .
<b>Contents</b>	Wedding, birthday or civil partnership gifts. Things you buy because of an upcoming religious festival.	Up to <b>£7,500</b> , 30 days either side of the event.
<b>Contents</b>	Personal effects of visitors.	Up to <b>£1,000</b> for each visitor.
<b>Contents</b>	Spoiled frozen food.	Up to <b>£1,000</b> .
<b>Contents</b>	Alternative accommodation, if you only have <b>contents</b> cover with us and not <b>buildings</b> .	Up to <b>£15,000</b> .
<b>Legal liability to third parties</b>	Legal liability to third parties as owner or occupier.	Up to <b>£2,000,000</b> , with a maximum of £20,000 for defence costs.
<b>Accidental damage (contents)</b>	Sudden, unexpected loss or damage to <b>contents</b> that you or your family unintentionally caused.	Up to <b>£10,000</b> . Maximum of two claims in any one <b>insurance year</b> .

## Changes, Cancellations and Renewals

Your insurance contract starts on **1st June 2020** and continues on a rolling, monthly basis until it's cancelled by you, or us.

If you ask us to change some aspect of your policy, we will reflect the changes in the Locket app and send you out a new version of this document, including the changes.

If you want to cancel your contract, just contact us to let us know. You're free to go at any time, for any reason (or no reason at all). We won't charge you a cancellation fee, although we would love to know why you're leaving so we can improve.

- The easiest way to tell us you want to cancel is our **in-app chat**;
- You can also email **cancel@locket.insure** including your policy number, **Locket 123 4567**;
- Or you can call us on **+44 20 3966 3650**.

You will usually need to pay for the cover you've had, up to the day you cancelled, on a pro-rata basis. Because you pay in advance for cover, you might be due a partial refund. If you cancel in the first 14 days (your cooling-off period), we'll just refund everything you've paid, provided you haven't already claimed.

There might also be circumstances where we need to cancel your policy.

That could happen because you miss payments, you fail to supply us with information or documents that we ask you for, or your circumstances change in a way that means we believe your situation is riskier than before and we can't continue to cover you. If that happens, it's at our sole discretion to cancel your policy – but we'll always contact you by email and give you at least 14 days' notice to resolve the problem, or to find alternative cover. We'll refund you for any cover you paid for up front, but haven't used (typically the remainder of the current month).

## Complaints

If we've done something wrong, the first thing to do is tell us and give us a chance to fix it. We probably didn't mean to.

- The easiest way to tell us something is wrong is our **in-app chat**.
- You can also email **complaints@locket.insure** including your policy number, **Locket 123 4567**;
- Or you can call us on **+44 20 3966 3650**.

We will acknowledge your complaint promptly and aim to fix it as soon as we can.

We'll keep you informed of progress and answer any of your questions or concerns as openly and honestly as we can.

Once the problem is resolved, we will use the information you gave us to genuinely improve our service and try to stop it from happening again.

We hope it never comes to this, but if we can't resolve your problem - or if it takes us longer than eight weeks - you're allowed to refer it to the Financial Ombudsman Service, an independent third party who will talk to both of us and try to find a solution.

You have six months from the date of our last response to you to contact them:

Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9GE;

0800 023 4567 (free from most landlines) / 0300 123 9123 (free from most mobiles);

[complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk);

[www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

## Optional Add-on: Home Emergency

You've got **home emergency** cover for **101 Real Street**.

**Home emergency** is an optional add-on to your main home insurance policy.

If something happens to your home that needs fixing *right now*, **home emergency** is a service you can call for help. We'll find an appropriate tradesperson in your area, arrange for them to come to your house and try to help, and we'll usually pay them directly so you don't have to.

**Home emergency** is for:

- Problems that make your home temporarily uninhabitable – like burst pipes or broken boilers.
- Problems that threaten your safety and security - like if you lose your only set of keys and can't get into your home, or someone breaks a window so you can't secure your home anymore.
- Problems that could seriously impact your health – like rat infestations or hornets' nests.

We'll cover up to **£1,000** in Tradespersons' fees, parts and materials in any one emergency, as well as helping to find and co-ordinate a solution to the problem.

We're available 24 hours a day, 365 days a year – call us on:

**0330 303 1366**

And we'll do our best to help.

Your Locket Home Emergency service is administered by our friends at ARAG plc, who are authorised to administer this insurance on behalf of the underwriter - AmTrust Europe Limited.

ARAG plc is registered in England (number 02585818), and regulated by the FCA under registration number 452369. ARAG's registered address is 9 Whiteladies Road, Clifton, Bristol BS8 1NN.

AmTrust Europe Limited is registered in England and Wales (number 1229676), authorised by the PRA and regulated by the FCA under registration number 202189. AmTrust Europe's registered address is Market Square House, St. James's Street, Nottingham NG1 6FG.

## What to do if you need help

- Call **0330 303 1366** as soon as possible (lines are open 24 hours a day, 365 days a year). We'll need to take down your name, address, postcode, and the nature of the problem.
- We'll let you know whether the problem you're describing is covered by this policy. If it is, we'll work with you to decide on the best course of action to limit the damage and protect your home. That will often mean arranging for a tradesperson to come to your house and try to fix the problem. They'll always come as quickly as possible but bear in mind that factors like poor weather conditions might affect how quickly they can get to you.
- Please don't book any tradespeople yourself - or pay for alternative accommodation - without confirming it with us first. If you do, it might not be covered and you might have to pay for it yourself. You'll also need to make sure you keep receipts for everything.
- If it's a dangerous situation - like a collapsing building, for example - remember you should probably call the emergency services on 999 too.

Read on for more information on what is - and isn't - covered by your **home emergency** policy.

## Definitions

First off, some **definitions** things we talk about in your **home emergency** policy:

**Central heating boiler** means your main boiler, located in your home or in a connected garage. You're only covered for boiler breakdowns under this policy if you've had your boiler serviced within the 12 months prior to the date of the home emergency callout.

**Tradesperson** means the tradesperson we send out to respond to your home emergency.

**Emergency costs** means the cost of responding to your home emergency call, and making temporary repairs to reduce the damage or make your home safe again. It doesn't include the cost of repairing your home or your things *after* the problem has been dealt with - that would normally come under your main **buildings** and/or **contents** policies.

**Emergency costs** are the **tradesperson's** labour, parts and materials costs, plus the cost of temporary overnight accommodation if needed. The maximum amount we will pay for **Emergency costs** is £1,000 in total, for any one event.

**Home** means your main home, where you live. Living there means sleeping there more than you sleep anywhere else. We can only cover homes in the UK, Channel Islands and the Isle of Man.

**Home emergency** is a sudden, unexpected event which clearly requires immediate action in order to make your home safe, or prevent further damage. That includes making your home secure again, dealing with health risks to you and your family, and restoring main services to the home.

**Insurer** – the company that underwrites this policy – means AmTrust Europe Limited.

**Insurance year.** All Locket policies work on a simple, monthly rolling contract. But in a few cases, there is a maximum amount we can cover in any given year. Also known as the “**insurance year**”, this means a 12-month window starting from the date you bought this policy. Once the twelve months are up, a new **insurance year** begins and the amounts reset.

**Vermin** means brown or black rats, house or field mice, and wasps’ or hornets’ nests.

**We/us/our** means ARAG plc (or appointed agents on its behalf) who is authorised under a binding authority agreement to administer this insurance on behalf of the underwriter.

## Here’s a list of what is covered by under home emergency:

We’ll cover up to a maximum of £1,000 in **emergency costs**, relating to one of the following emergencies.

### **Security, Locks and Keys**

If your doors, windows or locks get damaged in a way that stops you from being able to secure your home. Or, if your keys are lost or stolen – meaning you can’t access your home, or there’s a chance someone else could use them to get in.

### **Plumbing and Heating**

If your “main heating system” fails – i.e., your central heating boiler, which feeds all the radiators in your house. If a pipe or a tank bursts and water is coming into your home, or if your drains are blocked and start flooding your home. If your toilet breaks and there isn’t another one in your home.

## Electricity and Gas

If your domestic gas or electricity supply fails, and it's not just a generalised power-cut or service outage.

## Your Roof

If something happens to your roof, and it's likely that the contents of your house are going to get damaged as a result.

## Vermin Infestation

Unwanted house-guests like rats or wasps, presenting a danger to your health or your home.

## Alternative Accommodation

If it's not safe for you to stay in your home, we can also help with overnight accommodation (including transport).

## And here's a list of what is not covered:

This policy is for immediate help with an emergency situation. It's not there to cover the costs of repairing your home or your stuff after the problem has been dealt with. That would normally fall under your main **buildings** and/or **contents** policies.

It's for help with the **parts of your home you live in**, so we can't help you with problems relating to your garage, outbuildings, boundary walls, fences, hedges or external services like fuel tanks or septic tanks. The exception to this is if your central heating boiler fails and it happens to be in your garage.

That also means it's only applicable if you actually live in the house. If you're renting it out, lending it to someone else, or you haven't slept there regularly for 30 days or more, it's not considered the home you live in.

You need to call us before booking any tradespeople or accommodation and make sure we agree. Any money you spend before we agree to it usually won't be covered. Likewise, if we arrange for a tradesperson to come to your home and you aren't there to let them in – or you stop them from doing their job and helping you - you'll normally need to pay their fees yourself.

We can't cover anything that happened before you took this policy out – or anything you could reasonably predict was about to happen. For example, if you saw a water stain appear on your ceiling you couldn't quickly buy this policy and wait for the ceiling to fall through. Or at least you could... but it wouldn't be covered. Likewise, we can't help you with any damage you cause deliberately, or that happens because you were negligent. If you bought this separately from your main **buildings** and/or **contents** policy, we can't cover anything that happens in the 48 hours after you buy your **home emergency** cover.

If something fails right after you had it installed – your brand-new boiler, for example – it's usually covered by your installers' warranty instead.

If there's a generalised power-cut or the mains gas supply goes out, there's nothing we can do to help – it's completely out of our hands. The same goes for situations involving radiation, nuclear waste, explosive materials, toxic waste, wars, terrorism, revolutions, foreign hostilities, pressure waves caused by supersonic craft, or your in-laws' cooking.

## Complaints

If we've messed up, the first thing to do is tell us and give us a chance to fix it. We probably didn't mean to. Because this optional extra is serviced by ARAG, you should contact them directly with any complaints about your home emergency service:

### Step 1

Call ARAG using the number you used to report your claim. ARAG will try to resolve things right away, but if that's not possible, details of your complaint will be passed to ARAG's Customer Relations Department so they can investigate. ARAG will let you know that they are reviewing your complaint and keep you up to date.

Alternatively, you can contact ARAG's Customer Relations Department directly:

- Call **0117 917 1561** (9am-5pm, Mondays to Fridays, excluding bank holidays);
- Email [customerrelations@arag.co.uk](mailto:customerrelations@arag.co.uk);
- Or write to ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN.

### Step 2

We hope it never comes to this, but if we can't resolve your problem you're allowed to refer it to the Financial Ombudsman Service (FOS) – an independent third-party who will talk to both of us and try to find a solution.

You can reach them at:

- 0800 0234 567 or 0300 123 9123
- [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

The FOS is an independent service in the UK for settling disputes between customers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

The FOS's decision is binding upon the underwriter, but you are free to reject it without affecting your legal rights.

## Finally, here's something we legally have to include:

This is a summary of how ARAG collect, use, share and store personal information. To view ARAG's full privacy statement, please see their website [www.arag.co.uk](http://www.arag.co.uk)

### Collecting personal information

ARAG may be required to collect certain personal or sensitive information which may include name, address, date of birth and if appropriate medical information. ARAG will hold and process this information in accordance with all relevant data protection regulations and legislation. Should ARAG ask for personal or sensitive information, ARAG undertake that it shall only be used in accordance with their privacy statement. ARAG may also collect information for other parties such as suppliers ARAG appoint to process the handling of a claim.

### Using personal or sensitive information

The reason ARAG collect personal or sensitive information is to fulfil their contractual and regulatory obligations in providing this insurance product, for example to process premium or handle a claim. To fulfil these obligations, ARAG may need to share personal or sensitive information with other organisations. ARAG will not disclose personal or sensitive information for any purpose other than the purpose for which it was collected. Please refer to ARAG's full privacy statement for full details.

### Keeping personal information

ARAG shall not keep personal information for any longer than necessary.

### Your rights

Any person insured by this policy has a number of rights in relation to how ARAG hold personal data including; the right to a copy of the personal data ARAG hold; the right to object to the use of personal data or the withdrawal of previously given consent; the right to have personal data deleted.

For a full list of privacy rights and when ARAG will not be able to delete personal data please refer to their full privacy statement.

## Optional Add-on: Legal Expenses Cover

You've got **legal expenses** cover for you and your family.

**Legal Expenses** cover is an optional add-on to your main home insurance policy.

Locket buildings and contents policies come with legal *liability* cover as standard – which is to help with your legal costs if someone is injured on your property and tries to take you to court. **Legal Expenses** provides much more comprehensive cover for problems not related to your liability as the owner of your home - like employment, contract and property law disputes. Read on for more information about what is – and isn't – covered by this policy.

Your Legal Expenses cover is administered by our friends at ARAG plc, who are authorised to administer this insurance on behalf of the underwriter - AmTrust Europe Limited.

ARAG plc is registered in England (number 02585818), and regulated by the FCA under registration number 452369. ARAG's registered address is 9 Whiteladies Road, Clifton, Bristol BS8 1NN.

AmTrust Europe Limited is registered in England and Wales (number 1229676), authorised by the PRA and regulated by the FCA under registration number 202189. AmTrust Europe's registered address is Market Square House, St. James's Street, Nottingham NG1 6FG.

## Definitions

We try our best to write all our policies in Human, not hieroglyphics, so you can easily understand what you're getting. But with **legal expenses** cover, you might notice we've had to fall back on technical language a little more than your other policies. That's because a lot of these terms have very specific legal interpretations, and deviating from them actually makes the policy *harder* to interpret – legally speaking, at least. This table aims to provide **definitions** for all the important terms in your **legal expenses** cover. Wherever you see a term in **bold**, you can refer back to this table for help interpreting its meaning.

**Appointed advisor** means a solicitor, accountant, or other advisor appointed by us to act on your behalf, or a mediator appointed by us to provide impartial dispute resolution.

**Conditional fee agreement** means an agreement between you and an appointed advisor to pay fees on a conditional basis, such as a “100% no win no fee” arrangement. Where discounted, that a discounted fee is payable.

A **collective conditional fee agreement** is the same concept, but it’s when **we** enter into a conditional agreement with an appointed advisor instead (e.g. “no win no fee”) as part of helping you with your claim.

### **Insurer**

The underwriter – the company that underwrites this policy – is AmTrust Europe Limited.

### **Legal costs and expenses** are:

- Reasonable legal costs and disbursements reasonably and proportionately incurred by the Appointed Advisor, as agreed by us in advance, on a “standard basis”. For a full definition of “standard basis” see the Courts’ Civil Procedure Rules, Part 44.
- If you’re ordered to pay the other side’s costs, fees and disbursements as part of a civil claim, those are also considered **legal costs and expenses**.
- Reasonable accountancy fees reasonably incurred under **tax** claims, incurred by an **appointed advisor** and agreed by us in advance.
- If you need to attend court or a tribunal at the request of your **appointed advisor**, you can make a claim for **lost earnings** as a result – or you have to do jury service, and you can’t claim back your lost wages from the court or tribunal.
- You can also claim for reasonable expenses in phone calls, postage (including special delivery), scanning, photocopying or credit reports incurred under **identity theft** claims (provided you’ve taken advice from our Identity Theft Advice and Resolution Service before you do).

### Reasonable Prospect of Success

Before we can agree to pay any legal costs, we have to first agree that you have a reasonable chance of winning your case. You aren't covered for any legal costs until we agree you have a **reasonable prospect of success**, which means a greater than 50% chance of:

- Successfully pursuing or defending the claim, and if you are seeking damages or compensation, a greater than 50% chance of enforcing any judgement that might be obtained.
- Successfully defending a **contract** claim in its entirety.
- Getting a "not guilty" plea accepted by the court.
- Getting a sentence or fine reduced for pleading "guilty".
- Successfully appealing.

### Territory

- For **contract** and **personal injury** claims, this means the United Kingdom, the Channel Islands, the Isle of Man, countries in the European Union, Norway and Switzerland.
- For everything else: the United Kingdom, the Channel Islands and the Isle of Man.

**We/Us/Our** means ARAG plc who is authorised under a binding authority agreement on behalf of the underwriter.

## What is covered

We will pay up to a maximum of **£50,000** in legal costs and expenses (including the cost of appeals) for all claims related by time or originating cause, provided that:

- The incident occurs within the **territory**.
- The claim always has a **reasonable prospect of success**.
- You tell us as soon as you become aware of any circumstances that could lead to a claim, and report it to us while your insurance with us is active. "Reporting a claim to us" means we've received your fully completed claim form.

You agree that you will use the **appointed advisor** chosen by us (unless there’s a conflict of interests) in any claim before proceedings have been, or need to be issued. You also agree that any dispute will be dealt with through mediation or by a court, tribunal, Advisory Conciliation and Arbitration Service, or a relevant regulatory body agreed with us within the **territory**.

Where you are seeking financial remedy and the cost of pursuing your claim is likely to be more than the award of any damages, the underwriter will not pay more than the value of the likely award.

This policy covers your **legal costs and expenses** arising from the following events.

<b>What is covered:</b>	<b>What isn't:</b>
<p><b>Employment</b></p> <p>Disputes with your current, former or prospective employer about your contract of employment or related legal rights. Before claiming for legal help with employment disputes you have to follow the normal processes laid out in the ACAS Code of Practice for Disciplinary and Grievance Procedures, or the Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures if you're in Northern Ireland.</p> <p>You have to cooperate with ACAS and not do anything that hinders a successful outcome.</p>	<p>The underwriter won't pay for any claim arising from or relating to:</p> <ul style="list-style-type: none"> <li>– A dispute with your employer solely related to personal injury.</li> <li>– Defending you against your employer, other than defending an appeal.</li> <li>– Costs you incur in preparing for internal disciplinary hearings or appeals.</li> <li>– Your employer's or ex-employer's pension scheme.</li> <li>– A compromise or settlement agreement between you and your employer - unless it came out of an ongoing claim under this policy.</li> </ul>

## Contract

Disputes related to contracts you've entered into:

- Buying or hiring consumer goods or services.
- Selling goods privately.
- Buying or selling your home.
- Renting your home as a tenant.
- Occupying your home under a lease.

The underwriter won't pay for any claim arising from or relating to:

- Disputes where you are the landlord or lessor.
- Disputes about loans, mortgages, pensions, or any other banking, life or long-term insurance products, savings or investments.
- Your business activities, trade, venture for gain, profession or employment.
- Contracts involving motor vehicles.
- Settlements due under insurance policies.
- Construction work, design work, converting or extending any building where the contract value exceeds **£6,000** including VAT.

## Property

Disputes relating to visible property which you own, caused by:

- Events that cause physical damage to your property, including your main home.
- Public or private nuisance or trespass – provided you have proof of where the boundary lies.

The underwriter won't pay for:

- The first **£250** of any claim relating to a public or private nuisance or trespass. This is payable by you as soon as we accept the claim.
- Any claim arising from or relating to:
  - Contracts you've entered into other than tenancy agreements
  - Any building or land other than your main home, where you live;
  - Motor vehicles

	<ul style="list-style-type: none"> <li>• The compulsory purchase of your property, or any demolition, restrictions, controls or permissions placed on your property by the government, local or public authority.</li> <li>• Defending any dispute relating to physical damage to your physical property other than defending a counterclaim or an appeal.</li> <li>• A dispute with any party other than the person(s) who caused the damage, nuisance or trespass.</li> </ul>
<p><b>Personal Injury</b> A sudden event directly causing you physical bodily injury or death.</p>	<p>The underwriter won't pay for any claim arising from or relating to:</p> <ul style="list-style-type: none"> <li>– A condition, illness or disease which develops gradually or over time.</li> <li>– Mental injury, nervous shock, depression or psychological symptoms where you have not sustained physical bodily injury.</li> <li>– Defending any claim other than an appeal.</li> </ul>
<p><b>Clinical Negligence</b> A dispute arising from alleged clinical negligence or malpractice.</p>	<p>The underwriter won't pay for:</p> <ul style="list-style-type: none"> <li>– Any claim arising from or relating to a contract dispute.</li> <li>– Defending any claim, other than an appeal.</li> </ul>

<p><b>Tax</b></p> <p>A formal enquiry into your personal tax affairs, provided that all returns are complete and have been submitted within the legal timescales permitted.</p>	<p>The underwriter won't pay for any claim arising from or relating to:</p> <ul style="list-style-type: none"> <li>– Tax returns where HMRC is imposing a penalty, or which contain careless and/or deliberate misstatements.</li> <li>– Your business, or venture for gain.</li> <li>– Circumstances where the Disclosure of Tax Avoidance Scheme Regulations apply, or should apply, to your financial arrangements.</li> <li>– Any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland.</li> <li>– Any investigation by the Fraud Investigation Service of HMRC.</li> </ul>
<p><b>Legal Defence</b></p> <ul style="list-style-type: none"> <li>– <b>Work</b></li> </ul> <p>If you allegedly do, or fail to do, something at work that results in you being interviewed by the police or others with the power to prosecute. Or, a prosecution being brought against you in a court of criminal jurisdiction, or civil proceedings being brought against you under unfair discrimination laws.</p> <ul style="list-style-type: none"> <li>– <b>Motor</b></li> </ul>	<p>The underwriter won't pay for any claim arising from or relating to:</p> <ul style="list-style-type: none"> <li>– Owning a vehicle or driving without motor insurance, or driving without a valid driving licence.</li> <li>– Parking offences.</li> </ul>

<p>Motoring prosecutions brought against you.</p> <ul style="list-style-type: none"> <li>– <b>Regulatory investigations</b> Formal investigations or disciplinary hearings brought against you by a professional or regulatory body.</li> </ul>	
<p><b>Loss of Earnings</b> If you're absent from work to attend court, tribunal, arbitration or regulatory proceedings at the request of the <b>appointed advisor</b> - or if you have to take jury service which results in loss of earnings.</p>	<p>We will pay up to a maximum total of <b>£1,000</b> for loss of earnings. We won't pay any costs that can be recovered from the court or tribunal.</p>
<p><b>Identity Theft</b> Disputes arising from the use of your personal information without your permission, in order to commit fraud or other crimes - provided that you contact our Identity Theft Advice and Resolution Service as soon as you suspect that their identity may have been stolen.</p>	<p>The underwriter won't pay for any money claimed, goods, loans or other property, financial loss or other benefits obtained as the result of the identity theft.</p>

**General Exclusions**

To help make it clear, here are all the things specifically excluded from your cover.

The underwriter won't pay for any claim arising from or relating to:

- **Legal costs and expenses** incurred without our consent.
- Any actual or alleged act or omission or dispute happening before, or existing at the start of the policy and which you believed or ought reasonably to have believed could have led to a claim.
- Any amount below £100.
- Any allegation against you involving:
  - Assault, violence, or dishonesty, malicious falsehood or defamation;
  - Indecent or obscene materials;
  - The use of alcohol or its unauthorized or unregulated manufacture; unlicensed dealing in alcohol or dealing in or using illegal drugs;
  - Illegal immigration;
  - Money laundering or bribery offences, breaches of international sanctions, fraud, or any other financial crime activities.
- Disputes between your family members.
- Anything you do deliberately or recklessly.
- Judicial review.
- Disputes arising from or relating to clinical negligence, except as provided for under **clinical negligence** above.
- A dispute with us not dealt with under the Disputes Condition, or the underwriter or the company that sold this policy.
- A group litigation order
- The payment of fines, penalties or compensation awarded against you.

## Conditions

Because legal disputes can be complicated, there are extra conditions you need to be aware of with this cover. The following extra conditions apply to legal cover, and if you don't keep to them we can cancel your policy, refuse a claim or withdraw from an ongoing claim. The underwriter also reserves the right to recover **legal costs and expenses** from you if this happens.

### – Your Responsibilities

You have to:

- Tell ARAG immediately if you become aware of something that might make it more costly or difficult for the **appointed advisor** to resolve the claim in your favour.
- Cooperate fully with us, give the appointed advisor any instructions we require, keep them updated with the progress of the claim and not hinder them.
- Take reasonable steps to claim back **legal costs and expenses** and, where recovered, pay them to the underwriter.
- Keep legal costs and expenses as low as possible.
- Allow the underwriter to take over any claim at any time and conduct it in your name.

### – Freedom to choose an appointed advisor

We will usually choose your **appointed advisor**. You agree to accept the advisor we choose and co-operate with them fully. In certain circumstances you may choose your own **appointed advisor** instead:

- If a suitably qualified advisor considers that it has become necessary to issue proceedings, or proceedings are issued against you, or
- If there is a conflict of interest.

If you want to choose your own **appointed advisor** under the circumstances above, you must write to ARAG with your preferred representative's contact details and cost. The underwriter will not pay more than we agree to pay a solicitor from our own panel. Our panel solicitor firms are chosen with care and we agree special terms with them which may be better than the rates available from other firms.

If you dismiss the **appointed advisor** without good reason, or withdraw from the claim without our written agreement; or if the **appointed advisor** refuses with good reason to continue acting for you, the underwriter's liability in respect of that claim will end immediately.

If you're making a claim under **employment, contract, personal injury** or **clinical negligence**, you must enter into a **conditional fee agreement** with the **appointed advisor** (unless they have already entered into a **collective conditional fee agreement**), where legally permitted.

– **Consent**

- You consent to us accessing the **appointed advisor's** file relating to your claim. You are considered to have provided consent to us or our appointed agent to have sight of your file for auditing and quality control purposes.
- You must have given your agreement for any other member of your family to claim under this section.

– **Settlement**

- The underwriter can settle the claim by paying the reasonable value of your claim.
- You must not negotiate or settle the claim without our written agreement.
- If you refuse to settle the claim following advice to do so from the **appointed advisor**, the underwriter reserves the right to refuse to pay further costs.
- You have to settle costs arising from **identity theft** up front, get receipts for any and all costs, and then claim them back from us.

– **Barrister's opinion**

We may require you to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports you, then the underwriter will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by us, then the underwriter will pay for a final opinion which will be binding on you and us. This does not affect your rights in **disputes** below.

– **Disputes**

If any dispute between you and us arises from this section, you can make a complaint to us as described in this policy and we will try to resolve the matter. If we are unable to resolve your complaint you can ask the Financial Ombudsman Service to step in and arbitrate.

– **Other insurance**

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

– **Fraudulent claims and claims tainted by dishonesty**

- If you make any claim which is fraudulent or false, your family legal cover will become void and all benefit under it will be lost.
- You will be entirely truthful and open in any evidence, disclosure or statement you give and act with complete honesty and integrity throughout. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that you have breached this condition - and that the breach has:
  - Affected our assessment of reasonable prospects of success, or
  - Prejudiced any part the outcome of your claim;

the underwriter will have no liability for **legal costs and expenses** incurred from the date of your breach.

– **Acts of Parliament**

All legal instruments, bodies and rules referred to within this section shall include the equivalent in Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands and any subsequent amendment or replacement legislation.

## What should I do if I need to claim?

### Telling us about your claim

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

**Go to:** [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims) and complete the form there. The form includes information about how to send it to us.

Or call: **0330 303 1955**, between 9am and 5pm on weekdays (except bank holidays).

- If you instruct your own solicitor or accountant without telling us, you will be liable for costs that are not covered by this policy.

### What happens next?

- We will send you a written acknowledgment by the end of the next working day after receiving your claim form.
- Within five working days of receiving all the information needed to assess whether your claim is covered, we will write to you either:
  - confirming cover under the terms of this policy and advising you of the next steps to progress your claim; or
  - If the claim is not covered, we will explain in full the reason why and tell you if we can assist in another way.
- The **appointed advisor** will try to resolve your dispute without delay, arranging mediation whenever appropriate.
- We will check on the progress of your claim with the appointed advisor from time to time. Sometimes matters cannot be resolved quickly, particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

## Helplines

These helplines are provided by ARAG.

All helplines are subject to fair and reasonable use. The level of fair usage will depend on individual circumstances, but if our advisors consider that your helpline usage is becoming excessive they will tell you. If you don't lower your usage after being asked to, our advisors can refuse your calls.

### **Legal and Tax Advice 0330 303 1449**

If you have a legal or tax problem, we recommend that you call our confidential legal and tax advice helpline. Legal advice is available 24 hours a day, 365 days of the year, and tax advice is available between 9am and 5pm on weekdays (except bank holidays). We give advice about personal legal matters within UK and EU law or personal tax matters within the UK. Your query will be dealt with by a qualified specialist who is experienced in handling legal and tax-related matters. You can't use this service to report a claim.

### **Identity Theft Advice and Resolution Service 0333 000 2083**

This service is available between 9am and 5pm on weekdays (except bank holidays). We provide telephone advice to help you keep your personal identity secure. Where identity theft is suspected, our specialist caseworkers can help you to restore your credit rating and correspond with your card issuer, bank or other parties. You need to take advice from this service first if you want to be able to claim for identity theft expenses.

### **Consumer Legal Services Website**

Register at [www.araglegal.co.uk](http://www.araglegal.co.uk) and enter voucher code AFE48BBE98B5 to access ARAG's digital law guide and download legal documents to help with consumer legal matters.

## Complaints

If we've done something wrong, the first thing to do is tell us and give us a chance to fix it. We probably didn't mean to. Because this optional extra is serviced by ARAG, you should contact ARAG directly with any complaints about your family legal cover:

### Step 1

Call or email ARAG's Customer Service team:

- Call 0117 917 1561 (9am-5pm, Mondays to Fridays, excluding bank holidays);
- Email [customerrelations@arag.co.uk](mailto:customerrelations@arag.co.uk);
- Or write to ARAG plc, 9 Whiteladies Road, Clifton, Bristol, BS8 1NN.

ARAG will do their best to try to resolve whatever the problem is in a timely manner.

### Step 2

We hope it never comes to this, but if ARAG can't resolve your problem you're allowed to refer it to the Financial Ombudsman Service (FOS) – an independent third-party who will talk to both parties and try to find a solution.

You can reach them at:

- 0800 0234 567 or 0300 123 9123
- [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)
- Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

The FOS is an independent service in the UK for settling disputes between customers and businesses providing financial services. You can find more information on the Financial Ombudsman Service at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

The FOS's decision is binding upon the underwriter, but you are free to reject it without affecting your legal rights.

## Phew. That's all, folks!

We've done our best to make this policy readable by actual carbon-based human people, but if you spot somewhere we can improve, we'd love to hear from you.

In fact, we welcome all of your questions, comments, compliments, ideas, suggestions, notions, predictions, reflections, ruminations, riddles, limericks and verbal abuse. We're working hard to change home insurance for good, and we can't do that in a vacuum.

You can email [hi@locket.insure](mailto:hi@locket.insure), or try our [Twitter](#), [Facebook](#) or [LinkedIn](#).

Thank you, sincerely, from all of us, for giving Locket the chance to protect your home.

Wishing you all the best

A handwritten signature in black ink that reads "Krystian Zajac". The signature is written in a cursive, slightly slanted style.

**Krystian and the team at Locket**