

# PEN PREMIER HOME INSURANCE SUMMARY OF COVER



## About this Summary of Cover

This summary provides key information only about insurers and the insurance cover available within your Pen Premier Home Insurance. This summary does not contain the full terms and conditions of the insurance, which can be found in the policy wording. The policy wording is available upon request, but if you are in any doubt as to the cover offered you should contact your broker.

This summary of cover does not form part of your insurance contract. Where the benefits or exclusions differ from those outlined in this summary, you will be advised by your broker.

We reserve the right to change or limit any cover.

This Policy has been produced by Pen Underwriting Limited a Managing General Agent of the Insurers. As Managing General Agent, for sections One to Four, Pen Underwriting Limited underwrites Insurance and handles Claims for You on behalf of the Insurers.

## About the Insurers

Sections One to Four, Buildings, Household Contents, Fine Art and Antiques and Valuables, Employees Liability for Domestic Employee(s) and Liability to Others, are underwritten by Ageas Insurance Limited (No. 354568). Registered in England and Wales at Ageas House, Hampshire Corporate Park, Templars Way, Eastleigh, Hampshire S053 3YA. Ageas Insurance Limited are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Register number 202039).

Section Five is underwritten by AmTrust Europe Limited, Registered Office: 10th Floor Market Square House, St James's Street, Nottingham, NG1 6FG,. AmTrust Europe Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. These details can be checked on the Financial Services Register at [www.fscs.orq.uk](http://www.fscs.orq.uk).

Section Six, Family Legal Protection is underwritten by AmTrust Europe Limited which is registered in England and Wales. Company No. 1229676. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Firm's reference number 202189. Registered office: Market Square House, St James's Street, Nottingham, NG1 6FG. Managed and provided by Arc Legal Assistance..

## The Cover Available

Pen Premier Home Insurance is a complete and comprehensive household insurance. This product offers customers the chance to purchase any of the following, which provide the level of cover you require at a competitive price:

- Buildings; or
- Household contents, fine art and antiques and valuables; or
- Buildings and household contents, fine art and antiques and valuables

## Policy Excesses

The following policy excesses apply to section one and two unless stated otherwise on your policy schedule:

- Standard excess - £250
- Subsidence excess - £1,000

If you claim under more than one section we will only apply the excess once.

However in the event of a claim for loss or damage covered by this insurance exceeding £30,000, the excess shown in your schedule will not apply. This Large Loss excess Waiver does not apply:

- to any subsidence excess
- where we have applied an additional increased excess by endorsement

# SECTION ONE - BUILDINGS

Your buildings are insured on an all risks basis. The sums insured under this section are index linked each month with no additional premium payable by you during the period of insurance, at each renewal we will calculate your premium using the revised sums insured.

Please see Section One of the Policy wording for full terms and conditions applying to Buildings

Additional Benefits	Significant Limits
Alternative accommodation	36 months
Damage caused by domestic pets	£2,500 any one period of insurance. The most we will pay if you claim under section one and section two combined is £2,500
Damage occurring during the sale of the insured premises	Up to your buildings sum insured
Emergency access	Up to your buildings sum insured
Emergency preventative measures	£2,500 any one period of insurance
Fatal injury and acquired disability	£50,000 fatal injury / £15,000 acquired disability/maximum of £100,000 for any one incident. If you claim under section one and section two the most we will pay for any one incident is £100,000
Fees, expenses and debris removal	Up to your buildings sum insured
Forced evacuation	30 days alternative accommodation
Garden cover	£10,000 any one claim - £1,000 any one tree, shrub or plant
Locating the source of a leak	Up to your buildings sum insured
Precautionary measures	£1,000 towards costs incurred for repairs to your home to prevent further loss or damage
Removing nests	£1,000 any one period of insurance
Removing trees from vehicular access	£2,500 any one claim
Replacement Locks	Up to your buildings sum insured, no excess applies
Reward (information relating to a claim under this policy, leading to a conviction)	£5,000, if you claim under section one and section two the most we will pay is £5,000

## Significant exclusions applicable to section one

Restrictions apply to:

- Loss or damage caused by storm, flood, frost, falling trees or weight of snow to fences, pergolas, gazebos, arbours and hedges unless the private dwelling is also affected at the same time by the same event
- Loss or damage resulting from any work to your home where the cost of the work exceeds a total contract value of £75,000 unless the work has been agreed by us
- Loss or damage caused by theft, vandalism, malicious damage or accidental damage while the home is unoccupied unless we agree cover
- Loss or damage caused by escape of water or frost damage to fixed water tanks and apparatus and pipes while the home is unoccupied unless you comply with one of the following:
  - i. where the entire home has the benefit of a gas or oil fired central heating system, the system must be set to operate continuously for 24 hours each day at not less than 10 degrees Celsius or 50 degrees Fahrenheit;
  - ii. all water supplies to the home are turned off at the mains and the entire water system is drained of all the water

# SECTION TWO - HOUSEHOLD CONTENTS, FINE ART AND ANTIQUES AND VALUABLES

Your household contents, fine art and antiques and valuables are covered on an all risks basis, whilst in your home or anywhere in the world throughout the period of insurance.

The sums insured for your household contents under this section are index linked each month with no additional premium payable by you during the period of insurance, at each renewal we will calculate your premium using the revised sums insured.

Please see Section Two of the Policy wording for full terms and conditions applying to household contents, fine art and antiques and valuables

## Specific Limits (unless otherwise shown in your schedule)

- Fine art and antiques - £25,000 for any one item, pair or set of items
- Land vehicles - £5,000 for any one claim
- Office equipment - £20,000 for any one claim, with a maximum of £10,000 for business stock
- Outdoor items - £25,000 for any one claim
- Personal documents – £10,000 for any one claim for title deeds and other personal documents
- Theft from unattended vehicles - £10,000 for any one claim
- Valuables - £10,000 for any one item, pair or set of items
- Watercraft - £5,000 for any one claim
- Wine - £25,000 for any one claim

Additional Benefits	Significant Limits
Additions and substitutions (subject to notification within 60 days)	25% of the sum insured
Alternative Accommodation/Loss of rent	36 months
Alternative electricity generating supply	£2,500 any one period of insurance
Computer software	£10,000 any one claim
Credit cards (misuse by unauthorised persons)	£25,000 any one claim
Damage caused by domestic pets	£2,500 any one period of insurance. The most we will pay if you claim under section one and section two combined is £2,500
Death of an artist	200% any one specified piece of art - max of £100,000
Defective title	£100,000
Fatal injury and acquired disability	£50,000 fatal injury / £15,000 acquired disability/maximum of £100,000 for any one incident. If you claim under section one and section two the most we will pay for any one incident is £100,000
Fine art and antiques market appreciation	Up to 150% of the specified sum insured
Freezer contents	Up to your contents sum insured, no excess applies
Gifts and presents	£10,000 any one claim, £1,000 any one item
Hire of replacement golf clubs overseas	£25 per day - £250 maximum
Hole-in-One	£500

Additional Benefits	Significant Limits
Loss of Oil, Metered Water or LPG	£10,000 for oil and Water, £5,000 for LPG any one period of insurance
Marquees (hired for up to 7 days)	£50,000 any one claim
Memorial Stones	£2,500 any one period of insurance
Money	£5,000 any one claim
Moving home	15 day limit for contents in storage
Parents/grandparents contents in nursing homes	£1,000 any one item - £5,000 any one period of insurance
Replacement locks	Up to your contents sum insured, no excess applies
Reward (information relating to a claim under this policy, leading to a conviction)	£5,000, if you claim under section one and section two combined the most we will pay is £5,000
Stamp, coin and medal collections	£5,000 any one claim
Storage	25% of the sum insured
Students possessions	£15,000 any one claim, £1,500 any one item
Your legal liability as a tenant for damage	Up to the contents sum insured
Visitors and domestic employees personal effects	£1,000 any one item - £5,000 total limit per person

### Significant exclusions applicable to section two

Restrictions apply to:

- Items whilst in transportation unless suitably packed and secured
- Guns
- Items stolen from unattended vehicles unless force and violence are used to enter the vehicle
- Loss or damage caused by you not receiving goods or services you have paid for through any internet website
- Loss or damage caused by theft, vandalism, malicious damage or accidental damage while the home is unoccupied unless we agree cover
- Loss or damage caused by escape of water or frost damage to fixed water tanks and apparatus and pipes while the home is unoccupied unless you comply with one of the following:
  - i. where the entire home has the benefit of a gas or oil fired central heating system, the system must be set to operate continuously for 24 hours each day at not less than 10 degrees Celsius or 50 degrees Fahrenheit;
  - ii. all water supplies to the home are turned off at the mains and the entire water system is drained of all the water

# SECTION THREE AND FOUR - LIABILITY

If only section one – buildings is insured we will cover you for your legal liability as owner of the buildings

If only section two – household contents, fine art and antiques and valuables is insured we will cover you as occupier of the buildings and an employer of domestic staff

If both sections one and two are insured we will cover you as owner, occupier and an employer of domestic staff

- Up to £10,000,000 for your liability as an employer of domestic employee(s)
- Up to £10,000,000 for your liability as a property owner or occupier
- Up to £10,000,000 for your liability as a private individual
- Up to £1,000,000 for unrecovered court awards

## **Significant exclusions applicable to sections three and four**

Restrictions apply to:

- Use of land vehicles and watercraft
- Animals
- Use of mechanically operated lifts
- Your business, profession, occupation or employment
- Pollution and contamination
- Insured persons in Canada or the USA where the total stay has exceeded 90 days in any one period of insurance

# SECTION FIVE – HOME EMERGENCY COVER

The cover provided under this section is Home Emergency Cover, please read your policy booklet carefully and review it periodically to make sure this cover meets your needs.

## Significant features and benefits

The following table shows the features and benefits of your Home Emergency Cover along with Significant Exclusions

Events/Perils Covered
Plumbing problems related to internal hot and cold water pipes blocked drains or leaking radiators
Blockages in toilet waste pipes and blocked drains
Heating and hot water failure
Leaks in your central heating system
Loss of only key to your house and where you are not able to gain access to your home
Broken and cracked windows which result in the home not being secure
Electricity failure in your property
Pests inside your home
Leaks in your internal gas pipes in your home following the isolation of the gas supply by the National Gas Emergency Service
Beyond Economical Repair. If in the opinion of our authorised contractor, we are unable to repair your boiler/hot water system, we will pay you £250 towards buying a replacement boiler or heating system
If your home becomes uninhabitable and remains so overnight because of an emergency covered by this policy, we will reimburse you up to £200 inc. VAT towards the cost of you obtaining alternative overnight accommodation including transport for you and your pets
If you have no heating and parts need to be ordered, or if we are unable to repair the boiler/heating system, we will reimburse you for the purchase of heaters up to a value of £50 or we can deliver two temporary heaters to your home (at your option). These heaters are yours to keep

Exclusions/Limitations
Shared water/drainage facilities
Any dripping tap
Emergencies caused by poor maintenance and wear and tear
Reinstatement of your home to its original condition
Replacement of items such as water tanks, radiators, shower units, sanitary ware, flexible hoses, cesspits and septic tanks
Fences, outbuildings and detached garages: damage to windows, doors or locks
Pests found outside the home
Costs arising from or in connection with the circumstances known to you before you took out your policy
Repairs to electrical appliances such as cookers, all electrical wiring and infrastructure outside the home
Day-to-day maintenance and emergencies caused by wear and tear
Detached outbuildings and garages

Repairs covered up to £1,500 (including VAT, call out, labour, parts and materials) per occurrence

# SECTION SIX – FAMILY LEGAL EXPENSES

Your legal costs cover applies to you, your spouse and other family members who live with you in your home

## Significant features and benefits

Significant features and benefits	Significant exclusions or limitations	Policy section
Legal Expenses of up to £150,000 per claim covered	<p><b>This insurance covers the legal costs incurred by Arc Legal's panel solicitors. You are not covered for any other legal representative's costs unless court proceedings are started or a conflict of interest arises.</b></p> <p><b>It is a key condition of this insurance that there must be prospects of success in taking legal action before a claim for legal costs will be accepted.</b></p> <p>For full details of policy exclusions please refer to the policy wording.</p> <p>In summary there is no cover for:</p> <ul style="list-style-type: none"> <li>• Claims which arise, or where proceedings are brought outside of the territorial limits</li> <li>• Costs incurred without our prior consent</li> <li>• Claims arising from a dispute between you and someone you live with or have lived with.</li> </ul> <p>There is an excess of £250 in respect of all claims under the Property Infringement section</p>	All
<p><b>Legal costs to pursue:</b></p> <p>Contract claims against a person / organisation providing defective goods or services</p>	At least £100 plus VAT must be in dispute	<b>Consumer Pursuit</b>
<p><b>Legal costs to defend:</b></p> <p>Contract claims brought by a person to whom private goods have been sold.</p>	At least £100 plus VAT must be in dispute	<b>Consumer Defence</b>
<p><b>Legal costs to pursue:</b></p> <p>Personal injury claims against the responsible person / organisation</p>	There is no cover for claims arising from an allegation of clinical or medical negligence.	<b>Personal Injury</b>
<p><b>Legal costs to pursue:</b></p> <p>A legal action for damages following clinical negligence resulting in your personal injury or death against the person or organisation responsible</p>	There is no cover for claims for stress, psychological or emotional injury unless it arises from you suffering physical injury.	<b>Clinical Negligence</b>
<p><b>Legal costs to pursue:</b></p> <p>An action before an employment tribunal for breach of your contract of employment.</p>	The alleged breach must have occurred at least 90 days after legal costs cover started unless equivalent cover was in place continuously for a period of at least 90 days leading up to when the breach of contract first occurred.	<b>Employment Disputes</b>

Significant features and benefits	Significant exclusions or limitations	Policy section
<p><b>Legal costs to pursue:</b></p> <p>Actions for nuisance or trespass relating to the home.</p>	<p>The nuisance or trespass must have occurred at least 180 days after legal costs cover started unless equivalent cover was in place continuously for a period of at least 180 days leading up to when the breach of nuisance or trespass first occurred.</p>	<p><b>Property Infringement</b></p>
<p><b>Legal costs to pursue:</b></p> <p>Actions against parties causing physical damage to the home.</p>	<p>There is no cover for claims in respect of works undertaken or to be undertaken by or under the order of any government or public or local authority.</p>	<p><b>Property Damage</b></p>
<p>Accountancy fees as a result of an HM Revenue and Customs Full Enquiry.</p>	<p>Accountancy fees which relate to your business trade or profession.</p>	<p><b>Tax</b></p>
<p><b>Legal costs to defend:</b></p> <p>Proceedings, reverse incorrect judgments and challenge consumer credit ratings resulting from identity fraud.</p>	<p>There is no cover for claims where you did not take reasonable precautions against identity fraud or take action to protect yourself from identity fraud.</p>	<p><b>Personal Identity Fraud</b></p>
<p><b>Legal costs to defend:</b></p> <p>An action if an event arising from your work as an employee leads to:</p> <p>a) You being prosecuted in a criminal court; or</p> <p>b) Civil action being taken against you under laws for unlawful discrimination; or</p> <p>c) Civil action being taken against you for compensation under section 13 of the Data Protection Act 1998; or</p> <p>d) A formal investigation or disciplinary hearing brought by a trade association or professional/regulatory body</p>	<p>There is no cover for legal costs where the member is entitled to a grant of legal aid from the body responsible for its administration or where funding is available from another public body, a trade union, employer or any other insurance policy.</p>	<p><b>Legal Defence</b></p>
<p>We will pay a daily rate of your income for the time you are off work while attending jury service.</p>	<p>There will be no cover if costs are recoverable from your employer or the court.</p>	<p><b>Jury Service</b></p>
<p>Legal &amp; Tax Helpline 24/7</p> <p>Lifestyle Counselling Helpline &amp; Online Support Service</p> <p>Domestic Helpline 24/7</p> <p>Arc Legal Document Service</p> <p>Health and Medical Information</p> <p>Veterinary Assistance</p> <p>Child Care Assistance</p> <p>Home Assistance</p>		



# IMPORTANT INFORMATION

## Duration of this Insurance

The period of insurance will be for 12 months unless otherwise agreed by us. The period of insurance will be shown in the schedule.

## Change of Circumstances

You must inform your broker:

- Within fourteen days of you becoming aware about any changes in the information you have provided to us which happens before or during any period of insurance;
- At least fourteen days before you start any conversions, extensions or structural work to the buildings with a contract value of over £75,000

When we are notified of a change, we will tell you whether this affects your policy. For example whether we are able to accept the change and if so, whether the change will result in revised terms and/or a revised premium being applied to your policy. If we are not able to accept the change and it becomes necessary to cancel this insurance, we will do so as described within the cancellation conditions contained within this policy.

If you do not tell us about changes or give us incorrect information, the wrong terms may be quoted, we may be entitled to reject payment of a claim or a payment could be reduced. In some circumstances your policy might be invalid, and you may not be entitled to a refund of premium.

## Cooling Off Period

If after reading through your insurance policy you decide not to proceed with this insurance, you have the right to cancel back to the start of the period of insurance without giving any reason, providing your instruction to cancel is submitted to your Broker within 14 days of either:

- the date you receive the policy documentation, or
- the start of the period of insurance,

Whichever is the latter and providing no claim has been made we will refund your premium in full.

## Cancellation for Sections One to Four

If you wish to cancel your policy after the 14 day cooling off period you can do so at any time by contacting your broker.

On policies where the annual premium has been paid in full a refund of premium will be calculated from receipt of this notice on a pro-rata basis providing no incidents have occurred which give rise to a claim. On policies where the premium is paid by monthly payments the cancellation will take effect from the end of the period for which you have paid and therefore no refund will be due.

We may cancel your insurance by sending 30 days' notice by registered post to your last known address. If we cancel the policy we will return any premium you have paid for any period of insurance left based on a proportional daily rate depending on how long this insurance has been in force. If a claim has been submitted or there has been any incident likely to give rise to a claim during the period of insurance, no refund for the unexpired portion of the premium will be given.

Please note that upon cancellation of this policy your Broker may impose a charge; please contact your broker for further information.

## Cancellation for Section Five

If you find that this cover does not meet your needs, please contact your broker within 14 days of receiving this document and they will arrange for us to cancel this policy. You will receive a full refund of your premium, provided you have not made any claims. If you cancel the policy outside the 14 day period you will receive a refund of your premium proportionate to the amount of time left to run on the policy, provided you have not made any claims.

## Cancellation for Section Six

This cover is provided automatically as part of your main insurance contract and cannot be cancelled in isolation. For details on how to cancel your main insurance contract please contact your insurance adviser

We may cancel the insurance by giving 14 days' notice in writing to you at the address shown on the schedule, or alternative address provided by you. No refund of premium shall be made

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

- Where we have a reasonable suspicion of fraud
- You use threatening or abusive behaviour or language or intimidation or bullying of our staff or suppliers
- Where it is found that you, deliberately or recklessly, disclosed false information or failed to disclose important information.

## How to Make a Claim for Sections One to Four

Although we hope that you will never need to make a claim on your insurance policy, we have made everything as simple and straightforward as possible should you ever need to use our claims service.

If you need to make a claim under your policy, please contact us straight away by calling the claims helpline on 0344 856 2015. Please have as much information to hand as possible, including your policy number, in order to allow us to deal with your claim as quickly as possible.

## How to Make a Claim for Section Five

Check your policy document carefully to make sure that the event is covered under this insurance. You may not claim under a new policy for the first 14 days unless you are renewing an existing policy.

To make a claim call 0333 234 2132

You should provide us with the following information

- Your home postcode / address of where the emergency is
- Details of what has happened.

## How to Make a Claim for Section Six

As soon as you have a legal problem that you may require assistance with under this insurance you should telephone the legal advice line on 0344 770 1040 and quote **"PEN MNW HOME"**

## Law Applicable to this Insurance

Under the laws of the United Kingdom both you and we are free to choose the law which applies to this contract to the extent permitted by those laws. Unless you and we agree otherwise, the law which applies to this insurance is the law which applies to the part of the United Kingdom where the premises are located.

We and you have agreed that any legal proceedings between you and us in connection with the insurance will only take place in the courts of the part of the United Kingdom in which the premises are located.

## How to Make a Complaint for Sections One to Four

Our aim is to ensure that all aspects of your insurance are dealt with promptly, efficiently and fairly. At all times we are committed to providing you with the highest standard of service, however if you have any questions or concerns about your insurance or the handling of a claim, you should contact:

Policy Enquiries	Claims Enquiries
Please contact your broker	Pen Claims Handling Department PO BOX 2801 Hanley, Stoke on Trent Staffordshire ST4 9DN  Tel: 0344 856 0862 Email: <a href="mailto:newclaims.penunderwriting@davies-group.com">newclaims.penunderwriting@davies-group.com</a>

If you are not satisfied and wish to make a complaint then you may contact the insurers complaints team at:

Policy Complaints	Claims Complaints
Complaints Officer 7th Floor Spectrum Building 55 Blythswood Street Glasgow G2 7AT  Tel: 0141 285 3539 Email: pencomplaints@penunderwriting.com	Davies Customer Relations PO BOX 2801 Hanley, Stoke on Trent Staffordshire ST4 9DN  Tel: 0344 856 2015 Email: Customer.Care@davies-group.com

If you remain dissatisfied you may transfer the matter at any time to:

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

Telephone: 0800 023 4567 (free from standard landlines) or 0300 123 9123 (same rate as 01 and 02 numbers on mobile tariffs)  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)

### How to Make a Complaint for Section Five

We will always aim to do our best. However there may be times when you are not happy with our services.

You can write to the Customer Relations Manager, who will arrange an investigation on behalf of the Managing Director, at: CET (UK) Ltd 3 Boundary Court, Willow Farm Business Park, Castle Donington, Leicestershire DE74 2UD, UK telephone 01332 818139 or e-mail: [complaints@cet-uk.com](mailto:complaints@cet-uk.com).

We will deal with your dissatisfaction as soon as we can and try to reach an amicable resolution.

If we are unable to reach a resolution within 8 weeks or if you are not happy with our resolution, you may have the right to refer the matter to the Financial Ombudsman Service by writing to:

Financial Ombudsman Service  
Exchange Tower, London, E14 9SR, UK  
Or you can phone 0300 123 9123  
E-mail: [complaint.info@financialombudsman.org.uk](mailto:complaint.info@financialombudsman.org.uk)

Following the complaints procedure does not affect your legal rights..

### How to Make a Complaint for Section Six

If you are unhappy with the service that has been provided, you should contact us at the address below. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service. For full details of our complaints procedure and how to contact the Financial Ombudsman Service please see our policy document.

Our contact details are:  
Arc Legal Assistance Ltd  
PO Box 8921,  
Colchester,  
CO4 5YD

Tel: 01206 615000  
Email: [customerservice@arclegal.co.uk](mailto:customerservice@arclegal.co.uk)

### Your Total Peace of Mind

All Insurers are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from this Scheme if they are unable to meet their obligations under this contract. If you are entitled to compensation under the Scheme, the level and extent of compensation would depend on the nature of the contract. Further information about the Scheme is available from the Financial Compensation Scheme, 10th Floor, Beaufort House, 15 St Boltoph Street, London, EC3A 7QU or by telephoning 020 7741 4100 and on their website [www.fscs.org.uk](http://www.fscs.org.uk)