

General terms and conditions

The following terms and conditions apply to the whole of the **policy**, in addition to the **terms and conditions in each section**

Definitions applying to the whole policy

The following words have the meaning shown below whenever they appear in this **policy** in bold font. Additional definitions can be found in each section of the **policy**.

Act of terrorism

Any act, including the use of actual or threatened force or violence, which is:

1. committed by a person or group of people, whether acting alone or in connection with an organisation or government; and
2. for political, religious, ideological or similar reasons.

Additional home

Any private residence shown on the schedule as a Second or Third Home (etc.). This does not include the **main residence** or any **investment property**.

Annual period

Any consecutive 12 month period starting on:

1. the first day of the **period of insurance** (in respect of the first annual period); or
 2. the **review date** (in respect of subsequent annual periods),
- and ending on the day immediately before the next **review date** or, if earlier, the date the **policy** is cancelled.

Amount insured

The most **we** will pay in the event of a claim or loss, as shown in the schedule or the **policy** wording.

Cover end date

The date shown on the schedule under 'Cover end date', being the date on which cover for the corresponding section ended.

Cover start date

The date shown on the schedule under 'Cover start date', being the date on which cover for the corresponding section began.

Endorsement

A change to the terms and conditions of the **policy**, agreed between **you** and **us** and evidenced in writing.

Excess

The first part of each claim or loss, shown in the schedule or the **policy** wording, which **we** do not cover.

Investment property

Any property shown on the schedule as an investment property.

Main residence

The private residence shown on the schedule as the main residence, being the home where **you** spend the majority of **your** time.

Period of insurance

The period for which the policy is in force, shown on the schedule as the 'Period of insurance'.

Policy

This insurance policy, including the schedule and any **endorsements**.

Review date

The date shown on the schedule as the 'Review date'.

We / us / our

The insurer for each section of the **policy**, as detailed in the schedule.



You/your

1. The individual or individuals named in the schedule;
2. all family members permanently living at **your main residence**;
3. all family members temporarily away from **your main residence** while at school, college or university; and
4. anyone else identified in the definition of 'You / your' for each section of this **policy**.

What to do in the event of a claim

- How to make a claim** 1. If **you** need to make a claim, **you** must notify **us** as soon as possible, using the details below. The telephone lines are open 24 hours a day, 7 days a week:
- Telephone (Overseas Travel Medical Emergency): +44 1243 219 643
Telephone (All Other Claims): +44 (0) 8448 541 112
Email: claims@archipelago-insurance.com
- If **you** do not contact **us** as soon as possible and the amount of any loss or damage has increased as a result, **we** may reduce the amount **we** pay to take account of the increased loss.
- Notifying the Police** 2. If **you** think a crime may have been committed in relation to a claim under the **policy**, **you** must notify the Police and obtain a crime reference number.
- Admissions of liability** 3. **You** must not admit liability for any incident, make any offer of settlement, negotiate with any third party or appoint a lawyer to represent **you** without **our** agreement. If **you** do, **we** may refuse to cover the claim or loss.
- Information** 4. When **you** submit a claim, **we** may require **you** to provide evidence of the value of any item or any other information in relation to the claim or loss. **We** may refuse to cover a claim or loss unless **you** provide **us** with any information or documentation **we** may reasonably require.
- Emergency repairs** 5. If necessary, **you** must make emergency repairs to prevent a claim or loss from becoming worse. If **you** do not, and the amount of any loss or damage has increased as a result, **we** may reduce the amount **we** pay to take account of the increased loss.
- If **you** need any advice about emergency repairs, please contact **us** using the contact details shown above.
- Medical assistance** 6. If **you** are ill or injured, **you** must see a doctor as soon as possible and follow their advice. If **your pet** is ill or injured and is covered under the **Pet** section of this **policy**, **you** must arrange for **your pet** to see a vet as soon as possible and follow their advice.
- We** will not make any payment to the extent that any injury or illness is made worse as a result of **you** failing to do so.
- Recovered property** 7. If **we** recover **your** property after **we** have covered a claim, **you** may buy the property back from **us** for the amount **we** paid **you** in respect of the item or items.
- Recoveries against third parties** 8. In certain circumstances, **we** may be able to recover amounts **we** have paid under the **policy** from a third party. **You** must provide **us** with all reasonable assistance to make a recovery, in **your** name but at **our** expense.
- Managing claims against you** 9. If a claim is made against **you** that is covered under the **policy**, **we** have the right to take over and deal with the defence and settlement of the claim. **We** will pay any associated costs.
- Joint insured** 10. If this **policy** is entered into for the benefit of more than one person, **we** will not pay more than the amount **we** would pay if the **policy** were entered into for the benefit of one person.
- Fraudulent, false or** 11. If a fraudulent or false claim is made, including the exaggeration of a genuine claim:



- exaggerated claims**
- a. **we** will serve notice to terminate the **policy** with effect from the date of the fraud or provision of false information;
 - b. **we** will refuse to cover that claim and any other claim made after the date of the fraud or provision of false information;
 - c. **you** must return any payments already made by **us** relating to any claim made after the date of the fraud or provision of false information; and
 - d. **we** will retain all premiums paid.

General conditions

The following conditions apply to the whole of the **policy**

- Information**
1. This **policy** is based on information that **we** have obtained from third parties, together with information provided by **you**. When providing **us** with information, **you** must take reasonable care to ensure that all information is complete and accurate.
- Provision of inaccurate information**
2. If **you**:
 - a. deliberately or recklessly fail to provide **us** with accurate information, **we** can avoid the **policy**. This means **we** can treat the **policy** as if it never existed and refuse all claims. **You** must repay any payments already made by **us** under the **policy** and **we** will retain the premium; or
 - b. carelessly fail to provide **us** with accurate information, **we** can:
 - i. avoid the **policy** if **we** can demonstrate that **we** would not have entered into the **policy** at all if **you** had provided accurate information. This means **we** can treat the **policy** as if it never existed and refuse all claims. **You** must repay any payments already made by **us** under the **policy**, although **we** will return the premium to **you**;
 - ii. amend the terms of the **policy** and backdate those amendments to the start of the **period of insurance**, if **we** can show that **we** would have applied those terms if **you** had provided accurate information; or
 - iii. reduce the amount **we** pay for a claim, if **we** can show that **we** would have charged a higher premium for the **policy** if **you** had provided accurate information. The amount **we** pay will be in the proportion the actual annual premium bears to the annual premium **we** would have charged. At **our** sole discretion, **we** may agree to charge **you** the difference between the premium charged and the premium **we** would have charged, instead of proportionately reducing any claims payment.

We may apply both ii. and iii. above if **we** can show that **we** would have applied additional terms and charged a higher premium.
- Policy review and changes to your information**
3. **We** will contact **you** shortly before the **review date** each year during the **period of insurance** to check that the information **you** provided to **us** remains accurate. If the information:
 - a. remains accurate, **you** do not need to do anything. The **policy** will remain in force unchanged; or
 - b. is no longer accurate, **you** must update the information. **We** may then change the terms of the **policy**, charge a different premium or, in rare cases, cancel the **policy**.

You only need to let **us** know between **review dates** if any of the information on the Statement of Fact is no longer true, complete and accurate or if the **policy** is no longer suitable or **you** require changes to the cover. If **you** do not let **us** know about any changes that result in the information on the Statement of Fact no longer being true, complete and accurate, **we** will be entitled to the remedies under 2. above from the date of the change.
- Changes to the premium**
4. At the **review date** each year, **we** will review the premium. Occasionally **we** will have to increase the premium. This could happen for a number of reasons, including if the value of anything covered by the **policy** has increased, if **your** circumstances have changed or because there have been changes to **your** cover. If **we** do need to increase the premium, **we** will give **you** at least 30 days' written notice and provide a reason for the increase. If **you** do not want cover to continue, **you** will be able to cancel the **policy** in accordance with the cancellation provisions set out below.



- Cooling off** 5. **You** can cancel the **policy** immediately within the first 14 days of the **period of insurance**, for any reason. If **you** do so **we** will return the premium to **you** in full. **We** will not return any premium if **you** have made a claim.
- Cancellation** 6. a. After the first 14 days of the **period of insurance**, **you** can cancel the **policy** at any time by giving **us** 30 days' written notice. **We** will return a pro rata proportion of the premium for any period **you** have paid for which falls after the effective date of cancellation. **We** will not return any premium if **you** have made a claim.
- b. **We** can cancel the **policy**, or any section of the **policy**, at any time by giving **you**:
- 7 days' written notice for the Motor section of the **policy**, if applicable; and
 - 30 days' written notice for any other section of the **policy**.
- We** will return a pro rata proportion of the premium for any period **you** have paid for which falls after the effective date of cancellation. **We** will not return any premium if **you** have made a claim.
- c. If any premium instalment remains unpaid 14 days after it is due, **we** will contact **you** to give **you** an opportunity to bring all payments up to date. If **you** do not do so, **we** can immediately cancel the **policy** with effect from the date the missed payment was due.
- Adding or cancelling a section** 7. This **policy** is made up of different sections. If **you** want to:
- add a section of cover, **you** should contact **us** and provide **us** with any information **we** require. If **we** agree to provide the additional cover, **we** will issue a new schedule and **policy** documents reflecting the change in cover. The date cover starts for the newly added section will be shown on the corresponding section of the schedule under **cover start date**; and
 - cancel a section, **you** must give **us** 30 days' written notice. **We** will issue a new schedule and **policy** documents reflecting the change in cover. The date cover ends for the cancelled section will be shown on the corresponding section of the schedule under **cover end date**. **We** will return a pro rata proportion of the premium for any period **you** have paid for which falls after the effective date of cancellation and which applies to the section **you** have cancelled. **We** will not return any premium if **you** have made a claim under the section **you** have cancelled.
- If **you** add or cancel any section of cover, the change shall be treated as an amendment to the existing contract between **you** and **us**, and not a new contract.
- Difference in conditions** 8. If the cover under the **Buildings, Contents and Valuable Articles, Your Liabilities** or **Motor** sections of the **policy** is less favourable than the cover provided by the equivalent section of **your** policy in force immediately before the start of the **period of insurance**, **we** will provide cover on the basis of **your** previous policy.
- However, this does not apply to:
- the premium or the **excess**;
 - any **amount insured** or limit that has been specified or chosen by **you**; or
 - any cover where **you** have not purchased the equivalent section of cover from **us**.
- Cover under more than one section** 9. If **you**, or anyone covered under any section of the **policy**, are covered under more than one section for the same claim or loss, **we** will only provide cover under one section. **You**, or the person covered, can choose which section applies.
- Rights of third parties** 10. **You** and **we** are the only parties to this **policy**. No third party has any rights under this **policy** that such person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
- Governing law** 11. This **policy** is governed by the laws of, and is subject to the jurisdiction of the courts of, the country within the United Kingdom in which the **main residence** is situated.



General exclusions

The following exclusions apply to the whole of the **policy**

- Deliberate acts** 1. **We** do not cover any claim, loss or liability directly or indirectly due to anything done deliberately, dishonestly or criminally by **you**.
- Terrorism** 2. **We** do not cover any:
a. claim, loss or liability directly or indirectly due to biological or chemical contamination; or
b. failure in the supply of **your** gas, water, electricity or phone service, arising from an **act of terrorism**.
- Nuclear** 3. **We** do not cover any claim, loss or liability directly or indirectly due to any nuclear reaction, nuclear radiation or radioactive contamination.
- War and civil war** 4. **We** do not cover any claim, loss or liability directly or indirectly due to war or civil war, acts of foreign enemies, hostilities (whether or not war is declared), invasion, rebellion, insurrection or military or usurped power.
- Acts of governments** 5. **We** do not cover any claim, loss or liability directly or indirectly due to the deliberate action of any government or public or local authority. This does not apply to any covered claim for the costs of alternative accommodation following the closure of a property by any public or local authority.
- Computer virus** 6. **We** do not cover any claim, loss or liability directly or indirectly due to:
a. any computer error, virus or malfunction; or
b. the transmission of a computer virus by **you**.
- Other insurance** 7. **We** do not cover any claim, loss or liability that would be covered under any other insurance if this **policy** did not exist, other than for sums in excess of the amount that would be covered under the other insurance.
- Sanctions** 8. **We** will not make any payment under this **policy** where doing so would breach any sanction, prohibition or restriction under United Nations resolutions, or the trade or economic sanctions of the European Union, United Kingdom or USA.

Conditions

The following conditions apply to the whole of this **policy**

- Minimising loss or damage** 1. **You** must make take reasonable steps to:
a. maintain any property or item covered under the **policy** in good and safe condition; and
b. prevent any act, incident, loss or damage that would be covered under the **policy**.
- If **you** do not comply with this condition **we** may reduce the amount **we** pay to the extent that any loss, damage or liability has increased as a result of **your** non-compliance.