

# HOME INSURANCE

PROTECTING WHAT MATTERS MOST



**BROKER EXPRESS**

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# WELCOME TO YOUR INSURANCE

**Your policy** is made up of several documents (listed below) which form evidence of a legally binding contract between **you** and **us**. **You** should take the time to read and understand these component parts which detail **our** promise to **you** and **your** obligations to **us**. If there is anything within these documents that **you** do not understand or are unhappy with, please contact **your** insurance advisor.

These documents are:

- the **statement of facts** and/or **the proposal form**
- the **policy** wording
- the **schedule**
- **endorsements**
- specification of Items/property insured

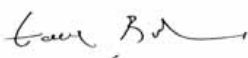
These documents are important and should be kept in a safe place. This policy document together with **your schedule** and **statement of facts** gives details of everything that **you** will need to know about **your policy**.

**We** have used the information that **you** have supplied to determine the insurance coverage, terms and premium. Please make certain that the details shown on the **schedule** and **statement of facts** are correct and that the terms of this **policy** suit **your** requirements.

**We** understand that situations change over time, however **you** must tell **us** about any change in circumstances which occurs before or during the **period of insurance** and which effects the items **you** have asked **us** to insure so that **we** can continue the protection **you** purchased from this **policy**.

**We** are committed to providing exceptional insurance coverage and customer service. If there is anything that **you** are unsure of or any changes that **you** wish to make please contact **your** insurance advisor.

For and on behalf of the **Insurer**



Gary Burke

Chairman, Broker Express

## *About Broker Express*

Broker Express is the trading name and style of Vigilis Services Ltd which is registered in Gibraltar (no. 113803) and our registered address is Madison Building, Midtown, Queensway, Gibraltar, GX11 1AA

Vigilis Services Ltd is licensed by the Financial Services Commission in Gibraltar under the Financial Services (Insurance Companies) Act to carry on insurance business in Gibraltar, and authorised and subject to limited regulation by the UK Financial Conduct Authority. Details about the extent of our authorisation and regulation by the Financial Conduct Authority are available from us on request

## THE FINANCIAL SERVICES COMPENSATION SCHEME

In the unlikely event that the **insurers** and their duly authorised agents cannot meet their liabilities, **you** may be entitled to compensation from the Financial Services Compensation Scheme (FSCS).

The FSCS provides security for 90% of any liability subject to no upper limit for this kind of insurance **policy**.

Further information about this scheme is available from the FSCS and can be obtained by visiting the website **www.fscs.org.uk** or by contacting the FSCS:

Post: **Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU**

Telephone: **0207 7414100**

Email: **enquiries@fscs.org.uk**

## LAW APPLICABLE TO THIS CONTRACT

Unless **we** agree otherwise:-

The language of this **policy** and all communications relating to it will be English;

This contract will be subject to English law and the decision of English courts.

# USEFUL CONTACTS

## FOR POLICY ADMINISTRATION

As **you** purchased **your policy** from an insurance advisor, please contact them using the details provided in the **schedule**.

## FOR CLAIMS

Contact the **insurers** or their agents using the details provided in the **schedule**.

In order that **we** can respond to **your** claim as quickly as possible, please have **your policy** number to hand. If **you** are unsure of the process of how to make a claim, please read 'How to Make a Claim'.

In all cases, please aim to contact **us** the same day but no later than fourteen (14) days after you discover a loss. This is regardless if **you** wish to make a claim under this insurance or not.

If **your** loss was due to theft, attempted theft, riot, or vandalism please contact the police and obtain a crime reference number.

## HELPLINE SERVICES

Details of the helplines provided under this **policy** are provided in the **schedule** and subject to fair and reasonable use.

The level of fair usage will depend on individual circumstances. However, if **our** advisors consider that **your** helpline usage is becoming excessive they will tell **you**. If following that warning usage is not reduced to a more reasonable level, **we** can refuse to accept further calls.

# USEFUL INFORMATION ABOUT THIS DOCUMENT

The following provides a brief explanation of the documents that **you** should have received when **you** took out this insurance. Where these words appear in bold elsewhere in the document they will have the same meaning as given to them under the General Definitions. Please take time to read all these documents to make sure that the cover provided meets **your** needs and that **you** understand the terms, exclusions and conditions. If there is anything **you** do not understand, or **you** need to change, please contact **your** insurance advisor.

## STATEMENT OF FACTS/PROPOSAL FORM

These record the statements that **you** made when applying for this insurance, in the case of the **statement of facts** it is a record of information **you** have entered into a computer system or have advised over the course of a telephone conversation or other media. Additionally, **you** may have been asked to complete a proposal form, which asks **you** certain specific questions to which **you** have provided answers.

**We** have used this information that **you** have provided to determine the terms and premium calculation upon which **we** are prepared to provide **your policy**. As such it is essential that **you** check **your policy** documents very carefully to ascertain that the cover given meets **your** requirements and ensure that all the statements are correct and up to date to the best of **your** knowledge.

**You** should also tell **us** about any other information that may affect **our** decision to provide insurance or the premium and terms. If **you** are in any doubt as to whether something needs to be declared to **us we** recommend that **you** contact **your** insurance advisor.

In the worst circumstances failure to provide correct details may mean that **we** can refuse to pay a claim either in whole or in part or **we** can treat this insurance as though it had never existed, and **you** would have not been covered by **us**.

If things have changed in the time since **we** provided **your** quotation, **you** must tell **us** about any change in circumstance occurring before or during the **period of insurance** and which may affect this insurance. **We** may then amend the premium charged and the terms of this **policy** to reflect the change in risk.

## THE POLICY WORDING

This is a standard contract form which details the cover provided, exclusions to the cover, conditions **you** must comply with in addition to other formal information such as what **you** need to do if **you** have a complaint, information on how to get help, and definitions of words that have a special meaning. The **schedule** will show which sections are operative and which are not.

## THE SCHEDULE

This document details which sections of the **policy** are applicable and the identity of the **insurers**, the sums insured and limits that apply to each section. The **insurer's** liability is several and each **insurer** is liable only for the insurance cover provided in respect of that section indicated under the schedule. The schedule also details the location(s) that are being insured by the **policy** and the **excesses** that apply to a claim. The **schedule** will show if there are any additional endorsements that apply or if there is a specification attaching to the **policy**.

The schedule is unique to **you** and reflects the limits and cover that **you** have purchased under the terms of this **policy**. It is important that **you** check that the details shown on **your schedule** are correct and that **you** regularly review the insurance cover required as **your** insurance needs change.

## ENDORSEMENTS

**Endorsements** are attachments to the **schedule** that alter the terms of **your policy**. **You** should consider any **endorsement** to be part of the **schedule** and treat it in the same way.

## SPECIFICATION OF ITEMS/PROPERTY INSURED

A specification may be attached to the **schedule** to list specific items that are being insured under a section of the **policy** to provide more detail. Any such specification is deemed to be part of the **schedule**.

# CANCELLATION

## CANCELLATION BY YOU

**You** may cancel **your policy** at any time by contacting **your** insurance advisor.

- You have a legal right to cancel **your policy** within fourteen (14) days from the date of purchase or renewal or from the date which **you** receive **your policy** documentation, whichever is the later. This provision is known as **your** 'cooling off rights'. If **your** cover has not started **you** will be entitled to a full refund of **your policy** premium.
- Otherwise, **you** may cancel **your policy** at any time by contacting the insurance advisor who arranged **your policy**. If **you** contact **us**, **we** can refer **you** to the insurance broker or intermediary firm who arranged **your policy**.
- Cancellation fees or charges may apply and **you** may not be entitled to a full refund of **your policy** premium. All details of **our** fees and charges are included in the **schedule**.
- If **you** choose to cancel **your policy** and **you** have made a claim or an event that may lead to a claim has occurred during the **period of insurance**, the full annual premium will be due to **us**.

## CANCELLATION BY US

**We** have the right to cancel **your policy** at any time if there is a valid reason. **We** may cancel this **policy** by sending **you** fourteen (14) days' notice by recorded post to **your** correspondence address shown in the **schedule**. **We** will return any premium **you** have paid for any **period of insurance** left. **We** will not return any premium if the amount is less than twenty five pounds (£25).

Valid reasons may include but are not limited to:

- **you** failing to co-operate with **us** or send **us** information or documentation as required by the terms of **your policy** where this significantly affects **our** ability to process **your** claim or deal with **your policy**;
- changes to **your** circumstances that mean **you** no longer meet **our** criteria for providing cover under the **policy**;
- **you** use threatening or abusive behaviour or language with **our** staff or suppliers.

## CANCELLATION OF THE POLICY DUE TO NON-PAYMENT

If **you** pay the premium by instalments and an instalment remains unpaid after fourteen (14) days, **we** may cancel this **policy** immediately from the date the last instalment was due.



# HOW WE USE YOUR DATA

## DATA PROTECTION

For purposes of the **data protection regulations**, **we** and **our** agents notified to **you** act as **data controllers** and **data processors** in relation to **personal data** that **you** may supply in connection with **your policy**. This means that **we** and **our** agents decide how **your** personal data is processed and for what purposes, as well as process **your** personal data.

For further details on how **your personal data** are used by **us** and how **we** process **personal data** as well as **your** available rights, please refer to **your schedule** that includes references to **our** Privacy Policies or Statements.

**Your schedule** summarises the basis for which **we** and any third party acting on **our** behalf process **your personal data** for purposes of insurance underwriting, administration and claims handling, for undertaking research and conducting statistical analysis. **We** will rely on lawful grounds to justify such processing and where **your** information includes **special category data** **we** will ensure that **we** have an additional lawful justification for such processing. These legal justifications include:

- the necessary performance arising out of **your** insurance **policy** for **us** to provide insurance products and services;
- there exists an appropriate business need that does not cause **you** harm;
- there is a legal or regulatory obligation on **us** to process **your personal data**;
- where **we** need to process **your personal data** to establish, exercise or defend **our** legal rights;
- where **you** have provided **your** consent to such processing.

If **you** believe that **we** are holding inaccurate or out of date information about **you**, please advise **us** as soon as possible so as **we** can correct **our** records.

Should **you** wish to exercise any rights regarding **your personal data** or contact **us**, please write to:

Email: [DPO@egmgu.co.uk](mailto:DPO@egmgu.co.uk)

Post: The Data Protection Officer, 20 St Dunstan's Hill, London, EC3R 8HL

**You** also have the right to complain directly to the Information Commissioners Office (ICO) whose details can be found at [www.ico.org.uk](http://www.ico.org.uk).

# INSURANCE UNDERWRITING AND ADMINISTRATION

The information that **you** provide to **us** may be used for purposes of insurance underwriting and administration or claims processing and payment by **us**, **our** associated companies, service providers, agents, and by reinsurers.

From time to time this information may be disclosed to regulatory bodies for the purposes of monitoring and enforcing **our** compliance with the relevant regulatory code or rules. **Your** information may also be used for the purposes of calculating renewal terms as well as crime prevention, statistical analysis and research and development.

This information may be transferred outside of the European Economic Area for any of these purposes and for system administration. Should this happen **we** will ensure that anyone receiving **your** information agrees to handle this information to the same standard and level of protection as if **we** were dealing with it.

If **you** pass **us** any information relating to any other person, **you** confirm that they have given **you** permission to provide it to **us** and that they give permission for **us** to process their **personal data** and that **you** have explained to them who **we** are and what **we** will use their data for.

## CLAIMS HANDLING

In assessing any claim, **we**, or **our** agents will likely consult any publicly held information which may include but will not be limited to: electoral roll, bankruptcy or insolvency records, county court judgments, repossessions and such like. This information may also be shared with other **insurers** and **our** agents and suppliers.

## CREDIT SEARCHES OR THIRD-PARTY INFORMATION SOURCES

In considering **your** application for this insurance policy **we** or Eaton Gate may consult several data agencies and credit reference agencies to assess insurance risk, to establish **your** identity, to maintain policy records and to combat fraud. Eaton Gate Insurance may also pass on information that **we** hold about **you** and **your** payment record to credit reference agencies. This information may be used by other credit lenders for making credit decisions about **you** and other people to whom **you** are financially associated for fraud prevention, money laundering reason or for tracing debtors.

**We** may ask credit reference agencies to give **us your** credit score, which may affect **your** insurance application but will not affect **your** credit score.

**We** may also use information relating to **you** and **your** property supplied to **us** by other third parties.

## YOUR RIGHTS

Unless subject to an exemption under the **data protection regulations**, **you** have the following rights with respect to **your personal data**:

**You** have the right of access to **your personal data** **we** hold and to any correction of this if it is found to be inaccurate or out of date. In the event of any dispute regarding rectification of **your personal data**, **you** may request a restriction to be placed on further processing. **We** will only keep **your personal data** for as long as is necessary to provide **you** with the services and products to meet **our** legal obligations.

**You** may request **us** to transmit **your personal data** directly to another **data controller**.

**You** have the right to request erasure of **your personal data**, although **we** may refuse to comply with **your** request where **your personal data** is processed on a lawful basis.

**You** have the right to lodge a complaint to the regulatory authority if **you** feel **we** have not lawfully processed **your personal data** or suitably responded to **your** requests or rectified **your personal data** in the time permitted.

## FRAUD PROTECTION

In order to prevent fraud, **we** may, at any time:

- Share information with other organisations or public bodies (such as the Police) about **you**.
- Undertake credit searches or additional fraud searches.
- Check and file **your** details with fraud prevention agencies or registers of claims that are shared with **insurers**. If **you** give **us** false or inaccurate information and fraud is suspected, it will be recorded.

# FINANCIAL SANCTIONS

**We** are not able to provide any insurance cover or make any payments or other **policy** benefit where in doing so would breach any prohibition or restriction imposed by law or regulation under the United Nations resolutions or the trade or economic sanctions, laws or regulations of the **European Union**, United Kingdom or United States of America.

If any such prohibition or restriction takes effect during the **period of insurance**, **we** may cancel **your policy** immediately by giving **you** written notice to **your** last known address.

# HOW TO MAKE A CLAIM

## PERSONAL POSSESSIONS, GENERAL CONTENTS, BUILDINGS AND LIABILITY SECTIONS 1 TO 4

Should **you** need to submit a claim for **damage** to **your personal possessions, general contents or buildings**, or notify the **insurer** of an incident that may lead to a liability claim please contact **us** as soon as possible using the details provided in your **schedule**.

**Our** specialist claims unit is available twenty four (24) hours a day, seven (7) days a week, in addition to formally recording and acknowledging the details of **your** claim **we** will be able to provide advice and assistance where needed. To ensure the quality of the service **we** provide **we** may record or monitor **your** phone call.

As soon as **we** are aware of **your** claim and can confirm that the incident is covered by the **policy**, **we** will do everything possible to make sure that the matter is dealt with quickly, professionally and with care and understanding.

**We** will advise **you** as to how **your** claim will be dealt with and any **excess** that **you** must pay. In certain circumstances **we** may need to appoint a loss adjuster to help **you** and **us** manage the claim and ensure the settlement of bills from suppliers and contractors.

Apart from the **excess**, **you** will not need to worry about payment of any bills associated with **your** claim where costs are covered by the **policy**.

The claim contact numbers are set out in the **schedule**.

## LIFESTYLE AND LEGAL EXPENSES INSURANCE SECTION 5

If **you** need to make a claim, **you** must notify the **insurer** as soon as possible.

- Under no circumstances should **you** instruct **your** own solicitor or accountant as the **insurer** will not pay any costs incurred without **our** agreement.
- **You** can download a claim form or **you** can request one by contacting **us** using the details provided in the **schedule**.
- **Your** completed claim form and supporting documentation can be submitted to us by email, post or fax. Further details are set out in the claim form itself. **We** will send **you** a written acknowledgment by the end of the next working day after the claim is received.

- Within five (5) working days of receiving all the information needed to assess the availability of cover under the **policy**, **we** will write to **you** either:
  - confirming cover under the terms of **your policy** and advising **you** of the next steps to progress **your** claim; or
  - if the claim is not covered, explaining in full the reason why and advising whether they can assist in another way.
- When an advisor is appointed, **we** will try to resolve **your** dispute without delay, arranging mediation whenever appropriate. Matters cannot always be resolved quickly particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.

The claim contact numbers are set out in the **schedule**.

# CUSTOMER CARE AND MAKING A COMPLAINT

**We** sincerely hope that **you** will be very happy with **your policy**, but **we** do recognise that on rare occasions mistakes can happen and things can go wrong.

If **your** complaint is about the way **your policy** was sold to **you** please contact the insurance advisor who arranged **your policy**.

If **you** have a complaint about a claim under **your policy**, please contact the claims handling agent of **your insurer** directly. Their contact details can be found on the **schedule** on the same numbers used by **you** to report a claim to **your insurer**.

Should **you** not be satisfied with the terms of cover provided under **your policy** or the service **you** have received please let **us** know about it as soon as possible so that **we** can put things right and make sure it does not happen again.

If **you** fail to reach **your insurer** or its claims handling agent, please contact the Eaton Gate customer services team directly:

- Telephone: 0333 234 1741
- By e-mail: [complaints@egmgu.co.uk](mailto:complaints@egmgu.co.uk)
- In writing to: Customer Service Manager, Eaton Gate MGU Ltd, 20 St Dunstan's Hill, London, EC3R 8HL

Details of any internal complaint-handling procedures are available on request.

**We** try to resolve all complaints internally. However, if **you** remain unhappy with **our** response to **your** complaint, or if **we** have not resolved it eight weeks after **you** first told **us** about it, **you** have the right to refer **your** complaint to the Financial Ombudsman Service (FOS).

If **you** want the FOS to consider **your** complaint, **you** must refer it to them within six months of the date of **our** final response to **you**.

**You** can contact FOS at:

- Website: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk)  
Telephone: **08000 234 567** (Free for people phoning from a "fixed line" (for example, a landline at home).  
**0300 123 9 123** (Free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02).  
Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)  
Post: **The Financial Ombudsman Service, Exchange Tower, London, E14 9SR**

This is a free and impartial service and **you** are entitled to contact the FOS at any stage of **your** complaint. The FOS's decision is binding upon the **insurer**, but **you** are free to reject it without affecting **your** legal rights.

If **you** were sold this product online or by other electronic means and within the **European Union (EU)** **you** may refer **your** complaint to the EU Online dispute Resolution (ODR) platform. Upon receipt of **your** complaint the ODR will escalate **your** complaint to **your** local dispute resolution service – this process is free and conducted entirely online. **You** can access the ODR platform on <http://ec.europa.eu/odr>

If **you** are unsure whether FOS will consider **your** complaint or for more information, please contact the ombudsman directly, or visit [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

Please check **your schedule** for any other options available to **you** to escalate and/or resolve **your** complaint.



# DEFINITIONS

From time to time **we** may use words that may have one or more meaning, or a special meaning for the purposes of **your policy**. **We** set out how these words and phrases should be interpreted. Each time **we** use one of the words or phrases listed below it will be shown in bold type and it will have the same meaning wherever it appears in **your policy** unless **we** state otherwise. Please note that Section 5 (Lifestyle and Legal Expenses) includes separate definitions.

Also where the context requires:

- words in the singular will include the plural and vice versa; and
- words expressed in one gender shall include all genders; and
- references to 'a person' shall include any individual, company, partnership or any other legal entity;
- references to a statute or regulation will be construed to include all its amendments or replacements.

Please note that all headings within the **policy** are included for convenience only and will not form part of this **policy**.

## ACCIDENTAL DAMAGE

Sudden, unforeseen, and unintentional physical **damage**.

## BUILDINGS

All permanent structures within the grounds of **your home** used for domestic purposes including:

- **fixtures and fittings** and decorative finishes;
- **tenant's improvements**;
- fitted bathrooms and suites, fitted kitchens and flooring;
- fixed central heating systems and domestic tanks;
- solar heating panels and wind turbines;
- underground services, cables, utilities, drains, pipes, cesspits, septic tanks, inspection hatches and covers;
- stair and passenger lifts;
- permanent swimming pools, hot tubs and hard tennis courts;
- television, satellite and radio receiving aerials, dishes including their fittings and masts fixed to **your home**;
- terraces, patios, ornamental man-made ponds, fountains, driveways and footpaths;
- boundary and garden walls;

which belong to **you** or for which **you** are responsible and are situated at the address shown in the **schedule**.

The term **buildings** does not include:

- any **outbuilding** or part of an **outbuilding** used for any **business** activity carried out by **you** or on **your** behalf;
- any plant or tree, other than hedges;
- land or water;
- fences, railings, gates and posts.

## BUSINESS

Any full or part-time employment, trade, occupation or profession.

## BUSINESS EQUIPMENT

Office furniture, computing equipment (but excluding data), telecommunications equipment and stationery in the **home** which are used for **your business**, trade or profession (other than equipment belonging to **your** employer).

## CREDIT CARDS

Credit, debit, charge, bank, building society or cash point cards.

## DAMAGE

Loss, destruction or **damage**, excluding **accidental damage** unless specified on **your schedule**, to physical property caused by:

- **storm**;
- **flood**;
- water or oil escaping from fixed water or heating systems;
- theft or attempted theft;
- fire;
- explosion;
- lightning;
- earthquake;
- being hit by vehicles, aircraft, flying objects and animals;
- **subsidence** or **heave** of the site on which **your home** stands or **landslip**;
- vandalism or malicious acts;
- falling trees or branches, falling TV aerials, satellite dishes and their fittings;
- riot, civil unrest, labour disputes or political disturbance.

## DATA PROTECTION REGULATIONS

The Data Protection Act 2018, the Data Protection Directive (95/46/EC), the General Data Protection Regulation (2016/679), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable laws and regulations relating to the processing of personal data and privacy from time to time, including where applicable the guidance and codes of practice issued by the Information Commissioner or any other supervisory authority, and the equivalent of any of the foregoing in any relevant jurisdiction. The terms **data controller**, **data processor**, **data subject**, **personal data**, **processing** and **sensitive data** shall have the meanings given to them in the **data protection regulations**.

## DOMESTIC EMPLOYEE

Any person **you** employ to perform domestic duties, work or services at **your home**, this excludes any person who is hired to work for **you** in connection with **your business**.

## ENDORSEMENT

A change to the cover, terms and conditions of the **policy**. If any apply they will be stated in **your schedule**.

## EUROPEAN UNION, EU

Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden.

## EXCESS

The first amount of each claim which **you** must pay. The amount of the **excess** is shown in the **schedule**. If a claim resulting from the same incident is made under more than one section of this **policy**, we will deduct the higher **excess**.

## FAMILY

**Your** husband or wife, civil partner or co-habiting partner, **your** children including adopted children and step-children, **your** parents, grandparents, step parents, step grandparents and adoptive parents and their spouse or domestic partner permanently living at **your home**.

## FIXTURES AND FITTINGS

- built-in furniture;

- built-in appliances;
- fixed glass and sanitary ware;
- external lighting, alarm systems and surveillance equipment;
- fixed pipes, ducts, wires, cables, tanks, switches, fires, central heating equipment, ground source heating pumps, boilers and storage heaters;
- permanently fixed wind turbines and solar panels.

## FLOOD

Water, from any source external to a building, which enters a building –

- at or below ground level, or above ground level, provided that part of the body of such water is at ground level; and
- does so with a volume, weight or force which is substantial and abnormal.

Each of the following does not constitute a **flood**:

- the gradual seepage or percolation of water into a building (such as rising damp);
- water escaping from a main, drain, sewer, pipe or other thing inside a building, unless such escape was solely the consequence of a **flood** falling within paragraph (a) and (b).

## GENERAL CONTENTS

Household goods, art, antiques and collectables, **personal belongings** and **business equipment** which **you** own or for which **you** are legally responsible including:

- the **general contents** of permanent members of **your** household whilst living away from **home** attending university, college or boarding school or whilst on a work placement as part of their course or studies;
- the **general contents** of **family** who are resident in a nursing home or residential care home
- **fixtures and fittings** and interior decorations for which **you** are responsible as occupier and not as owner and are situated at an address shown in the **schedule**;
- television, satellite and radio receiving aerials, dishes including their fittings and masts fixed to **your home**;
- all equipment **you** own or for which **you** are responsible and use in connection with a registered disability including any **fixtures and fittings** installed and not covered by **your buildings policy**.

The term **general contents** does not include:

- **personal possessions** or **valuables**
- **general contents** with a single article limit of more than seven thousand five hundred pounds (£7,500) unless specified on **your schedule**;
- motorised vehicles and watercraft and parts or their accessories other than:
  - motorised domestic gardening equipment;
  - golf carts, models and toys;
  - vehicles designed to assist disabled persons which are not registered for road use;

- motorcycles with any engine capacity less than 51cc and quad bikes, not registered for road use and used solely within the boundaries of the **home**;
- rowing boats, dinghies, surfboards, sailboards, windsurfers and jet skis
- caravans and trailers other than trailers and non-motorised horse boxes up to 15 feet in length;
- aircraft and hovercraft including drones used for commercial purposes;
- **credit cards**, lottery and raffle tickets;
- electronic data;
- animals, birds or fish;
- land or water;
- any part of the **buildings**.

## HEAVE

Upward and/or lateral movement of the ground beneath the **buildings** as a result of the soil expanding or ground swelling.

## HOME

The **buildings** and land described in the title deeds of **your** private residence(s) including any garages, **outbuildings** and greenhouses used for domestic purposes at the address shown in the **schedule**.

## INJURY

Bodily injury, death, illness, mental injury, anguish or nervous shock.

## INSURER, OUR, US, WE

The insurance company named in the **schedule** on whose behalf this insurance document is issued. The **insurer's** liability is several and each **insurer** is liable only for the insurance cover provided in respect of that section indicated under the **schedule**.

## LANDSLIP

Downward movement of sloping ground.

## MONEY

Current cash, bank or currency notes, cheques, premium bonds, bank drafts, postal or money orders, current postage stamps, national savings stamps and certificates, traveller's cheques, travel and other tickets with a fixed monetary value, phone cards, gift vouchers and share certificates but excluding any digital or virtual currency, all held for private or domestic purposes.

## OUTBUILDINGS

Garden sheds, summer houses or greenhouses.

Unless otherwise agreed, **outbuildings** do not include:

- stable blocks;
- tree houses;
- inflatable buildings; or
- any structure which is made of canvas, PVC or any other non-rigid material.

## OUTDOOR ITEMS

Items designed to be left outside including garden furniture, statues, ornaments, barbecues, children's play equipment, marquees, and portable gazebos.

## PERIOD OF INSURANCE

The period beginning with the effective date shown in the **schedule**, the times shown are taken as the local time at **your** address and ending with the expiry date and any other period for which the **policy** is renewed.

## PERSONAL BELONGINGS

The following property solely used for domestic purposes all belonging to **you** or for which **you** are responsible and in **your** care, custody and control:

- clothing;
- spectacles and hearing aids;
- baggage;
- photographic and mobile communication equipment;
- portable electronic equipment;
- sports equipment;
- musical instruments;
- bicycles.

## PERSONAL POSSESSIONS

Includes **valuables**, **money**, **personal belongings** and specified items as shown on **your schedule**.

## POLICY

The **Policy**, **Schedule**, **Statement of Facts** and any **Endorsements** attached or issued with it.

## SCHEDULE

The most recent version of the document showing **your** name and address, the location of the **home** insured under this **policy**, the **insurers** and **sums insured**, and any specific terms that apply to **your policy**.

## SETTLEMENT

Downward movement as a result of the soil being compressed by the weight of the **buildings** within ten (10) years of construction.

## STATEMENT OF FACTS

The information provided by **you** on which this **policy** is based and which along with the **policy** and **your** agreement to pay the premium from the contract between **you** and **us**.

## STORM

Strong winds in excess of 47 knots (54 MPH) that may be accompanied by heavy rain, snow or sleet, prolonged rainfall and weight of snow.

## SUBSIDENCE

Downward movement of the ground beneath the **buildings** other than by **settlement**.

## SUM INSURED

The amount shown on **your schedule** is the most **we** will pay for any claim under any section (or its extension) unless otherwise stated in this **policy** or by **endorsement**.

## TENANT'S IMPROVEMENTS

Improvements, alterations and decorations which have been made to the **home** by **you** or a previous occupier and which belong to **you** or for which **you** are responsible.

## TERRITORIAL LIMITS

The territories and areas detailed in the **schedule**.

## UNFURNISHED

The **home** is not equipped with kitchen appliances, **fixtures and fittings**, curtains, carpets, beds and furniture essential for modern living purposes and for more than thirty (30) days in a row.

## UNOCCUPIED

Not having been lived in by **you** or anyone with **your** permission for thirty (30) days in a row. Irregular visits to the **home**, or occasional overnight stays, will not reinstate this cover unless the **home** has provided overnight accommodation for a minimum of four (4) days in a row.

## VALUABLES

Jewellery, precious stones, watches, furs, and guns all belonging to **you** or for which **you** are responsible.

## YOU, YOUR

The person(s) named in the **schedule** as the insured and all permanent members of **your family** including **domestic employees** who live in the **home**.

# GENERAL EXCLUSIONS

The following exclusions apply to the whole of this **policy** and to all sections of **your policy** unless they have been removed or amended by a condition in a specific section or by an **endorsement**. If **you** are in any doubt as to the meaning or context of these exclusions please speak to your insurance advisor.

This **policy** does not cover:

- direct or indirect loss or **damage** to any property;
- any legal liability;
- costs and expenses; or
- death or **injury** to any person;

caused by, contributed to or arising from, the following:

## CONFISCATION

Any **damage** or liability caused by or resulting from **your** property being permanently confiscated, taken, damaged or destroyed by customs or other officials.

## CYBER AND DATA

1) Notwithstanding any provision to the contrary within this **policy** or any **endorsement** thereto, this **policy** excludes any:

- i) **cyber loss**, unless subject to the provisions of paragraph 2;
- ii) loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any data, including any amount pertaining to the value of such data, unless subject to the provisions of paragraph 3;

Regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2) Subject to all the terms, conditions, limitations and exclusions of this **policy** or any **endorsement** thereto, this **policy** covers physical loss or physical damage to property insured under this **policy** caused by any ensuing fire or explosion which directly results from a **cyber incident**, unless that **cyber incident** is caused by, contributed to by, resulting from, arising out of or in connection with a **cyber act** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **cyber act**.

3) Subject to all the terms, conditions, limitations and exclusions of this **policy** or any **endorsement** thereto, should **data processing media** owned or operated by **you** suffer physical loss or physical damage insured by this **policy**, then this **policy** will cover the cost to repair or replace the **data processing media itself**. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank **data processing media**. However, this **policy** excludes any amount pertaining to the value of such data, to **you** or any other party, even if such data cannot be recreated, gathered or assembled.

4) In the event any portion of this exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

5) This exclusion supersedes and, if in conflict with any other wording in the **policy** or any **endorsement** thereto having a bearing on **cyber loss**, data or **data processing media**, replaces that



wording.

For the purposes of this exclusion:

**cyber act** shall mean an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any **data processing media**.

**cyber incident** shall mean

- a) any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any **data processing media**; or
- b) any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any **data processing media**.

**cyber loss** shall mean any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any **cyber act or cyber incident** including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any **cyber act or cyber incident**.

**data processing media** shall mean any property on which data can be stored but not the data itself.

## DECEPTION

Any loss or **damage** caused by deception (when someone persuades **you** to give or sell them **your** belongings by misleading **you**) unless the only deception is getting into the **home**.

## DEFECTIVE DESIGN OR WORKMANSHIP

Any **damage** caused by, or resulting from defective maintenance or materials, design or workmanship. However, **we** do cover any resultant **damage** unless another exclusion applies.

## DELIBERATE OR CRIMINAL ACTS

Any **damage** or liability arising out of a deliberate act by **you** or by anyone acting on **your** behalf unless such an action was to save a life or prevent **injury**. This exclusion does not apply to theft of insured property by **domestic employees**.

## DISEASE

Any **damage** or **your** legal liability in respect of any loss, cost or expense caused directly or indirectly by any one or more of the following, whether or not acting in any sequence with any other cause:

Disease, epidemic or pandemic, (including in all cases any contagious disease that affects animals) or any limitation or prevention of the use of objects because of hazards or potential hazards to human or animal health.

## ELECTRICAL OR MECHANICAL BREAKDOWN

Any **damage** caused by a mechanical or electrical fault, breakdown or failure. However, **we** do cover any resultant **damage** unless another exclusion applies.

## EXISTING DAMAGE

Any loss, **damage**, **injury** or accident occurring, or arising from an event, before cover by this **policy** commences.

## GRADUAL PHYSICAL LOSS OR DAMAGE

Any **damage** caused by:

- wear, tear or depreciation;
- the process of cleaning, washing, repairing or restoring any article;
- atmospheric, climatic or weather conditions or the action of light;
- rot, fungus, mould, damp or rust;
- other gradual deterioration.

## INDIRECT LOSS

Any losses that are not directly associated with the incident that caused **you** to claim.

## MICRO-ORGANISM

Any loss, damage, claim, cost, expenses or other sum directly or indirectly arising out of or relating to mould, mildew, fungus, spores or other micro-organism of any type, nature or description including but not limited to any substance whose presence poses an actual or potential threat to human health. This Exclusion applies regardless whether there is

- a) any physical loss or damage to property insured under this **policy**;
- b) any **damage** as defined under this policy or cause whether or not contributing concurrently or in any sequence;
- c) any loss of use, occupancy or functionality;
- d) any action required including but not limited to repair, replacement, removal, clean-up, abatement, disposal, relocation or steps taken to address medical or legal concerns or to comply with the advice or orders of any competent public or governmental authority or body.

This Exclusion replaces and supersedes any provision in this **policy** that provides insurance, in whole or in part, for these matters.

## MISUSE

Loss or **damage** caused by using the item or product in a way which is different to the manufacturer's instructions.

## NORTHERN IRELAND

Any property in Northern Ireland or loss resulting there from caused by or happening through or in consequence directly or indirectly of:

- a) civil commotion;
- b) any unlawful, wanton or malicious act committed maliciously by a person or persons acting on behalf of or in connection with any unlawful association.

In any action suit or other proceedings where **we** allege that by reason of the provisions of this exclusion any loss, destruction or damage or consequential loss is not covered by this **policy** the burden of proving that such loss is covered shall be upon **you**.

## POLLUTION OR CONTAMINATION

**Damage** or liability arising from pollution or contamination unless caused by:

- sudden, unforeseen and identifiable accident;
- leakage of oil from a domestic oil installation at the **home**.

## RADIOACTIVE CONTAMINATION

Any loss of or **damage** to property or any legal liability caused directly or indirectly by:

- ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel;
- the radioactive, toxic, explosive or other hazardous properties of any nuclear assembly or part of it.

## SONIC BANGS

Any loss of or **damage** to property caused by pressure waves from aircraft or other aerial devices travelling at or above the speed of sound.

## TERRORISM

Harm or **damage** to life or property (or the threat of such harm or **damage**) by nuclear and/or chemical and/or biological and/or radiological means resulting directly or indirectly from, or in connection with terrorism, regardless of any other contributing cause or event. Terrorism is defined as any act or acts including but not limited to:

- the use or threat of force and/or violence and/or
- harm or **damage** to life or to property (or the threat of such harm or **damage**) including, but not limited to, harm or **damage** by nuclear and/or chemical and/or biological and/or radiological means
- caused or occasioned by any person(s) or groups of persons, or so claimed, in whole or in part, for political, religious, ideological or similar purposes.

## VERMIN

Moths, termites or other insects, infestation or vermin.

## WAR

Any **damage** that is a consequence of war, invasion, act of foreign enemy, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

# GENERAL CONDITIONS

The following conditions apply to the whole of this **policy** and to all sections of **your policy** unless they have been removed or amended by a condition in a specific section or by an **endorsement**. If **you** are in any doubt as to the meaning or context of these conditions, please contact **your** insurance advisor.

## ABANDONING PROPERTY

**You** cannot abandon the property to **us** or a third party without **our** prior written consent.

## ASSIGNMENT

Nobody covered by this **policy** may assign any right or interest in this **policy** to anybody else without **our** prior written consent.

## BREACH OF A CONDITION UNDER THIS POLICY

If it is found that **you** have not complied with any condition under this **policy** and that **your** compliance would normally reduce losses described in this **policy** a claim can be avoided or reduced. Unless, **you** can prove to **us** that **your** failure to comply with any such condition would NOT have increased the risk of the loss occurring in the circumstances that it arose.

## BUILDING WORKS AND REFURBISHMENT

**You** must provide **us** with full details of any building work, heat processes or other similar work, where the estimated value of the works is more than fifty thousand pounds (£50,000). If **you** do not notify **us** and provide **us** with full details before the work is due to start, any loss, directly or indirectly caused by or relating to the work, will not be covered under **your policy**.

## INDEXATION

**We** will adjust the **sum insured** for **buildings** and **general contents** annually according to an appropriate index. **You** should check **your sums insured** when **you** renew **your policy**, to make sure that they reflect the full value of the **buildings** and **general contents**.

## MISREPRESENTATION

**You** must make a fair presentation of the risk (as set out in the Consumer Insurance (Disclosure and Representations) Act 2012) to **us** in proposing, or proposing to vary the insurance provided by this **policy**. If **you** or anyone acting on **your** behalf breaches **your** duty of fair presentation at or prior to the commencement of the **period of insurance**, then our remedies shall be as follows:

- a) if such breach is deliberate or reckless, **we** may:
  - i) void the **policy**, meaning that **we** will treat this **policy** as having never existed; and
  - ii) retain the premium.
- b) if such breach is not deliberate or reckless and **we** would not have entered into this **policy**

but for the breach, **we** may by notice to **you** treat this **policy** as having been terminated from its inception, so **we** may refuse all claims but **we** shall return the premium; and

- i) in all other cases if, but for the said breach, **we** would have entered into this **policy** but:
  - I) on different terms (other than terms relating to the premium), **we** may require that this **policy** is treated as if it had been entered into on those different terms from the outset; or
  - II) would have charged a higher premium, **we** may reduce proportionately the amount to be paid on a claim (and, if applicable, the amount already paid on prior claims).

## REASONABLE CARE

**You** must maintain **your** property in a good state of repair and **you** must also take all reasonable steps to prevent accidents, **injury** or **damage**.

## SUMS INSURED

The premium **you** pay is based on the **sums insured**. When accepting this insurance, **we** expect that the **sums insured** will represent the full value of the property insured and are adequate as follows:

### BUILDINGS

The cost of rebuilding (with the same quality of materials and workmanship which existed before the **damage**), if the **buildings** are destroyed. **You** should include fees to architects, surveyors, consulting engineers, the costs of making the site safe or clearing debris.

### TENANT'S IMPROVEMENTS

The cost to repair or replace as new.

### GENERAL CONTENTS

The cost of replacing them as new.

### PERSONAL POSSESSIONS

The cost of replacing them as new.

## THIRD PARTIES

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

This clause does not affect any rights enforceable under the Third Parties (Rights against Insurers) Act 2010 or those rights that they have under any law in any country in which this insurance applies.

# CLAIMS CONDITIONS

The following conditions apply to the whole of this **policy** except Section 5 (Lifestyle and Legal Expenses). Please refer to 'How to Make a Claim' for details of what to do when **you** have a claim under those sections.

**We** may take over and deal with, in **your** name, the investigation, defence or settlement of any claim.

## YOUR DUTIES AFTER A LOSS

### Notification

If the **damage** has been caused by theft, attempted theft, accidental loss, malicious **damage** or vandalism **you** must notify the Police as soon as reasonably possible and obtain a crime reference number. **You** must notify **us**, as soon as **you** are aware of any **damage** from any cause.

### Protection of property

**You** must take any necessary steps to prevent further **damage** including making emergency repairs. Before any other repair work begins **we** have the right to inspect the **damaged** property. **We** will tell **you** if **we** want to do this.

**We** will pay reasonable and necessary costs incurred in avoiding or mitigating a claim with **our** prior consent provided **you** keep an accurate record of the costs.

### Prepare an inventory and proof of loss

**You** will prepare an inventory of **damaged**, lost or stolen personal property. The inventory should describe the property in full, as well as showing the amount insured under **your policy** and the actual amount of the loss. **You** should attach bills, receipts and other documents to support **your** inventory. **You** must provide **us** with any property, records, documents information or evidence **we** request at **your** own expense.

### Injury to someone or damage to their property

If someone is holding **you** responsible for **injury** or **damage**, **you** must immediately send to **us** or **your** insurance advisor every letter of claim, claim form or correspondence **you** receive. **You** must not admit liability or make an offer or promise of payment or incur any expense without **our** prior written permission, otherwise **we** may not have to pay all or part of **your** claim.

### Recovering a loss payment

**We** may pursue, in **your** name but at **our** expense, recovery of sums **we** may become liable to pay under this **policy**. **You** must give **us** all the assistance **we** may reasonably require to do this.

## FRAUD

If any claim is in any respect fraudulent or if any fraudulent means are used to obtain benefit by **you** or anyone acting on **your** behalf, including inflation or exaggeration of the claim or submission of forged or falsified documents, **you** will not be entitled to any benefit under this **policy** and criminal proceedings may follow.

## INFORMATION & CHANGE IN CIRCUMSTANCES

In deciding to accept this insurance and in setting the terms and premium **we** have relied on the information **you** have given **us**. **You** must take care when answering any questions, **we** ask by ensuring that all information provided is accurate and complete.

**You** must tell **us**, as soon as possible, if there are any changes to the information **you** have given **us**. If **you** are in any doubt, please contact **your** insurance advisor.

When **we** are notified of a change **we** will tell **you** if this affects **your policy**. For example, **we** may cancel **your policy** in accordance with the cancellation condition, amend terms of **your policy** or require **you** to pay more for **your** insurance.

If **you** do not inform **us** about a change it may affect any claim, **you** make or could result in **your** insurance being invalid.

## OTHER INSURANCE

If, at the time of a loss covered by this **policy**, there is any other insurance covering the same **damage**, accident, liability, or any part of it, **we** will only pay **our** rateable proportion of the loss that the limit of liability under this **policy** bears to the total amount of insurance covering the loss. If the loss is covered by more than one section under this **policy**, then only one claim may be admitted and the section providing the widest cover will respond.

## PREMIUM PAYMENT

**We** will not make any payment under **your policy** unless **you** have paid the premium due to **us**.

If **you** make a claim under this insurance, **we** will deduct from any claim payment the premium that is due to **us**. If **you** are paying **your** premium by instalments **we** will ask **you** to either keep paying **your** premium by instalments or **we** may deduct any outstanding instalment from any claim payment, **we** have agreed to make.

# YOUR INSURANCE COVER

The following sections outline the cover given and terms of this **policy**. This should be read in conjunction with all **your** other **policy** documents, in particular, **your schedule and statement of facts**. The insurance cover afforded under these sections is only valid within the dates specified on **your schedule** and is in force only where the relevant section is shown in operation on **your schedule** and **you** have paid the appropriate premium.

Should **you** have any queries about any of **your policy** please contact **your** insurance advisor.

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## SECTION 1 – PERSONAL POSSESSIONS

This section is in operation where a **sum insured** under the heading of **personal possessions** appears on **your schedule**. Please ensure that the cover given under this section meets **your** requirements, should **you** have any queries please contact **your** insurance advisor.

The General Conditions and General Exclusions apply to this section in addition to any Conditions or Exclusions noted below or on **your schedule**, **endorsements** or specification.

### WHAT IS COVERED

In the event of **damage** to **personal possessions** which are owned by **you** or for which **you** are responsible anywhere in the **territorial limits**, or whilst temporarily removed elsewhere in the world from the **insured** address shown on **your schedule**, because of a sudden or unforeseen event which is not specifically excluded, **we** will pay:

#### Specified items

- the market value at the time of the loss or the **sum insured** shown on the **schedule** whichever is the lesser if the item, pair or set is lost or **damaged** beyond economic repair or
- the cost of repairs and any loss in market value if the item, pair or set can be economically repaired.

Provided that **you** can provide a professional valuation or purchase receipt for the specified item which is no more than three (3) years old at the time of loss.

**We** will not pay more than:

- the **sum insured** for **personal possessions** as shown in the **schedule**.

#### Unspecified items

- the market value at the time of the loss if the item, pair or set is lost or **damaged** beyond economic repair or
- the cost of repairs and any loss in market value if the item, pair or set can be economically repaired.

Unless shown on **your schedule** **we** will not pay more than:

- seven thousand five hundred pounds (£7,500) per item for unspecified **personal possessions**
- one thousand pounds (£1,000) from an unattended vehicle
- the total sum insured for **personal possessions** as shown in the **schedule**.

## ADDITIONAL COVERS

### Pairs, sets and suites

In the event of **damage** to part of a pair, set, suite and/or items of a uniform matching nature, design or colour **we** will pay whichever of the following is least:

- the cost to repair the **damaged** part to its condition immediately before the loss; or
- the cost to replace the lost or **damaged** part.

If **we** cannot repair the **damaged** item(s) or arrange for an equivalent replacement, **we** will pay:

- the full replacement cost of the whole pair, set or suite; or
- the cost to make up any loss in market value of the undamaged pair, set or suite immediately before and after the **damage**.

**You** agree, if requested by **us**, that **you** will surrender the undamaged part(s) of the pair, set or suite to **us**.

**We** will not pay more than:

- the **sum insured** for **personal possessions** as shown in the **schedule**.

## WHAT IS NOT COVERED

**We** do not cover any **damage** caused by:

- theft or attempted theft by deception
- misuse, faulty workmanship or design, or the use of faulty materials
- repair, alteration, refinishing, dyeing, cleaning or renovating
- wear and tear, gradual deterioration, rust or oxidation
- normal **settlement**, warping or shrinkage
- mechanical or electrical faults or breakdown
- non receipt of goods or services **you** have paid for through any internet website or any other distance purchasing method.

**We** do not cover:

- **personal possessions** whilst in storage
- **damage to business equipment**
- the amount of any **excess** shown in **your schedule**.

## SECTION 2 – GENERAL CONTENTS

This section is in operation where a **sum insured** under the heading of **general contents** appears on **your schedule**. Please ensure that the cover given under this section meets **your** requirements, should **you** have any queries please contact **your** insurance advisor.

The General Conditions and General Exclusions apply to this section in addition to any Conditions or Exclusions noted below or on **your schedule**, **endorsements** or specification.

### WHAT IS COVERED

In the event of **damage** to **general contents** which are owned by **you** or for which **you** are responsible, at an insured address shown on **your schedule** and anywhere in the world whilst temporarily removed, because of a sudden or unforeseen event which is not specifically excluded, **we** will pay:

- the cost of replacement or
- the cost of repairs for those items which can be economically repaired.

**We** will not make any deduction for wear, tear or depreciation and the **sum insured** will not be reduced by the amount paid under any claim.

**We** will not pay more than the **sum insured** shown in the **schedule**.

**We** will not pay more than:

- five hundred pounds (£500) for any bicycle unless specified on **your schedule**
- seven thousand five hundred pounds (£7,500) for any unspecified item
- five hundred pounds (£500) for any mobile phone, laptop, tablet or other electronic device unless specified on **your schedule**
- two thousand five hundred pounds (£2,500) for any one rowing boat, hand propelled boat, surfboard, sailboard, jet ski and their accessories
- two thousand five hundred pounds (£2,500) for any one trailer or non motorised horsebox
- two thousand five hundred pounds (£2,500) for any one motorcycle with an engine capacity of less than 51cc, quad bike, golf cart or vehicle designed to assist disabled persons.

### ADDITIONAL COVERS

#### Alternative accommodation

**We** will pay up to twenty five percent (25%) of the **general contents sum insured** for the reasonable cost of alternative accommodation **you**, **your** domestic pets and horses incurred whilst **your home** cannot be lived in because of **damage we** have agreed to pay for under this section.

#### Domestic heating fuel and metered water

**We** will pay for the accidental loss of metered water or oil from **your** fixed domestic water or heating installation up to a maximum of two thousand five hundred pounds (£2,500) per incident.

## Evacuation

**We** will pay for the additional costs of reasonable alternative accommodation for **you** for a period of up to ninety (90) days after **you** have been prohibited from living in **your home** by a civil authority as a direct result of **damage** occurring to a neighbouring property which would have been covered if it were **insured** under the terms and conditions of this **policy**.

## Freezer contents

**We** will pay the cost of replacing food in **your** domestic freezer or refrigerator up to a maximum of five hundred pounds (£500) per incident if it is spoiled by a rise or fall in temperature, provided it is not a deliberate act of the power supply authority or the withholding or restricting of power by such an authority. The **excess** shown in the **schedule** does not apply in respect of any claim for freezer **contents**.

**We** will not pay any loss under this additional cover where the loss of power to your domestic freezer or refrigerator is caused by:

- a) the deliberate act of any public utility provider, or by the exercise by any such provider of its power to withhold, reduce or restrict supply or provision, of a public utility, whether or not at the instruction of any government body or other relevant authority;
- b) the inability of any public utility provider to supply or provide a public utility due to demand for the public utility exceeding the provider's production capacity and/or available supply.

## Gardens and trespass protection

**We** will pay up to ten percent (10%) of the **sum insured** by this section at the location where the loss occurs for reasonable costs incurred for restoration and re-landscaping of **your** garden including removal of litter and repair of gates and fences if it is **damaged** by:

- fire, explosion, lightning, malicious persons, riot, theft or attempted theft;
- collision by vehicles, animals, aircraft or anything dropped from them;
- the emergency services attending an emergency at **your home** or a neighbouring property;
- any unlawful trespass or fly tipping.

**We** will not pay more than five hundred pounds (£500) for any one tree, shrub or plant.

## Lock and key replacement

**We** will pay the cost of replacing locks and keys to **your home**, including intruder alarm and safe keys, if they are lost stolen or damaged. The **excess** shown in the **schedule** does not apply in respect of any claim for lock and key replacement.

## Money

**We** will pay up to

- five hundred pounds (£500) for **damage to money** or

- one thousand pounds (£1,000) for **damage to money** if in a locked safe at **your home**.

## Outdoor Items

**We** will pay for **damage** to **outdoor items** within the boundaries of the **home**. **We** will pay up to ten percent (10%) of the **general contents sum insured** shown on **your schedule** up to maximum amount of five hundred pounds (£500) per item.

## Pairs, sets and suites

In the event of **damage** to part of a pair, set, suite and/or items of a uniform matching nature, design or colour **we** will pay whichever of the following is least:

- the cost to repair the **damaged** part to its condition immediately before the loss; or
- the cost to replace the lost or **damaged** part.

If **we** cannot repair the **damaged** item(s) or arrange for an equivalent replacement, **we** will pay:

- the full replacement cost of the whole pair, set or suite; or
- the cost to make up any loss in market value of the undamaged pair, set or suite immediately before and after the **damage**.

**You** agree, if requested by **us**, that **you** will surrender the undamaged part(s) of the pair, set or suite to **us**.

## Removal of debris

Following **damage** to the **general contents** covered by this section of the **policy** **we** will pay reasonable and necessarily incurred costs incurred for the removal of debris arising from the **damage**.

## Student Possession

**We** will pay up to one thousand pounds (£1,000) per incident for **damage** to **general contents** belonging to any member of **your** household whilst at their student accommodation.

## WHAT IS NOT COVERED

**We** do not cover any **damage** caused by:

- misuse, faulty workmanship or design, or the use of faulty materials
- warping, melting, scorching, distortion or tobacco burns unless accompanied by flames
- failure of or lack of sealant and/or grout
- pets or any animal under **your** control
- a drone that is being operated under **your** control
- repair, alteration, refinishing, dyeing, cleaning or renovating

- wear and tear, gradual deterioration, rust or oxidation
- rot, fungus, insects, vermin, pests, atmospheric or climatic conditions
- frost, the atmosphere, or fading caused by light
- normal **settlement**, warping or shrinkage
- a contaminant pollutant, waste, smog, industrial or agricultural smoke
- anything which happens gradually, including rising damp
- mechanical or electrical faults or breakdown
- coastal or river erosion
- chewing, tearing, scratching or fouling by animals, birds or fish
- non receipt of goods or services **you** have paid for through any internet website or any other distance purchasing method.

**We do not cover:**

- theft or attempted theft by deception unless deception is used solely to gain entry to **your home**
- any **damage** to quad bikes, motorcycles or golf buggies whilst they are being used or rowing boats, dinghies or sailboards whilst they are being raced
- **general contents** whilst in storage
- **personal possessions** whilst in storage
- **personal possessions** and **money** belonging to visitors and **domestic employees**
- any **damage** whilst **your home** is **unfurnished** or **unoccupied** caused by:

the escape of water from fixed tanks, apparatus or pipes and **damage** caused to such items by freezing or bursting unless the central heating system is switched on and maintained in operation during the period November to March inclusive or alternatively the water supply is turned off and the system drained

theft, attempted theft, malicious damage or vandalism

additional metered water charges or the cost of oil lost from the fixed domestic water or heating installation

- the cost of maintenance or routine redecoration
- the amount of any **excess** shown in **your schedule** other than for claims for freezer contents or lock and key replacement.

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## SECTION 3 – BUILDINGS

This section is in operation where a **sum insured** under the heading of **buildings** appears on **your schedule**. Please ensure that the cover given under this section meets **your** requirements, should **you** have any queries please contact **your** insurance advisor.

The General Conditions and General Exclusions apply to this section in addition to any Conditions or Exclusions noted below or on **your schedule, endorsements** or specification.

### WHAT IS COVERED

In the event of **damage** to **buildings** which are owned by **you** or for which **you** are responsible, at an insured address shown on **your schedule** because of a sudden or unforeseen event which is not specifically excluded, **we** will pay the cost incurred of repairs, replacement or reinstatement.

The most **we** will pay for **damage** to the building is the **sum insured** shown on the **schedule**.

### ADDITIONAL COVERS

These additional covers only apply if the **buildings** are covered by this section.

#### Additions and alterations

**We** will pay up to ten percent (10%) of the **buildings sum insured** at the location where the loss occurs for **damage** to new additions or alterations and newly acquired **fixtures and fittings**, fitted furniture and appliances that are to be installed in **your home** provided they are not left in the open and **you** advise **us** within sixty (60) days of the date of delivery and pay the full additional premium from the date of delivery.

#### Alternative accommodation

**We** will pay up to twenty five percent (25%) of the **building sum insured** for the reasonable cost of alternative accommodation **you, your** domestic pets and horses incurred whilst **your home** cannot be lived in because of **damage we** have agreed to pay for under this section.

#### Building works and/or refurbishment

**We** will pay up to a maximum of fifty thousand pounds (£50,000) in total for each incident of loss directly or indirectly caused by or relating to restoration, repair, redecoration, maintenance or other similar work. However, **you** must provide **us** with full details of any building work, heat processes, or other similar work, where the estimated value of the works is more than fifty thousand pounds (£50,000) before the signing of any contract which, in any way, removes or limits **your** legal rights against a contractor. If **you** do not notify **us** and provide **us** with full details before the work is due to start, any loss, directly or indirectly caused by or relating to the work, will not be covered under **your policy**.

## Domestic heating fuel and metered water

**We** will pay for the loss of metered water or oil from **your** fixed domestic water or heating installation up to a maximum of two thousand five hundred pounds (£2,500) per incident.

## Emergency access to the home

**We** will pay up to five thousand pounds (£5,000) to repair **damage** to **your home** which occurs because of forcible entry to the **home** to attend a medical emergency.

## Fees and additional expenses

Following **damage** to the **buildings we** will pay costs reasonably and necessarily incurred for:

- architects, surveyors, consulting engineers and legal and other associated fees;
- removal of debris including removal of fallen trees and branches;
- complying with statutory regulations or local authority requirements.

**We** will not pay more than ten percent (10%) of the **buildings sum insured** or for any of the costs of preparing any claim that **you** make against **us**.

## Finding a leak

**We** will pay for costs incurred up to a maximum of five thousand pounds (£5,000) per incident, including the necessary cost of removing any part of **your home**, to find the source of a leak:

- of domestic heating oil, water or gas from the fixed central heating, gas or water system in **your home**;
- from the underground service pipes to the **home** for which **you** are responsible provided that the leak occurs during the **period of insurance**.

**We** will not pay for the cost of any **damage** to **your** household heating or water system itself.

## Gardens and trespass protection

**We** will pay up to ten percent (10%) of the **buildings sum insured** at the location where the **damage** occurs for reasonable costs incurred for restoration and re-landscaping of **your** garden including removal of litter and repair of gates and fences if it is **damaged** by:

- fire, explosion, lightning, malicious persons, riot, theft or attempted theft;
- collision by vehicles, animals, aircraft or anything dropped from them;
- the emergency services attending an emergency at **your home** or a neighbouring property;
- any unlawful trespass.



## Lock and key replacement

**We** will pay the cost of replacing locks and keys to **your home**, including intruder alarm and safe keys, if they are lost stolen or **damaged**. The **excess** shown in the **schedule** does not apply in respect of any claim for lock and key replacement.

## Mortgagees and interested parties

Any act or neglect by **you** or the occupier of any **home insured** under this section which increases the possibility of **damage** shall not prejudice the insured interest of any party whose interest is noted and shown in the **schedule** provided that they notify **us** immediately on becoming aware of such increased risk and pay any additional premium required.

## WHAT IS NOT COVERED

**We** do not cover any **damage** caused by:

- warping, melting, scorching, distortion or tobacco burns unless accompanied by flames
- failure of or lack of sealant and/or grout
- pets or any animal under **your** control
- a drone that is being operated under **your** control
- chewing, tearing, scratching or fouling by animals, birds or fish
- frost, the atmosphere, or fading caused by light
- misuse, faulty workmanship or design, or the use of faulty materials
- repair, alteration, refinishing, dyeing, cleaning or renovating
- wear and tear, gradual deterioration, rust or oxidation
- rot, fungus, insects, vermin, pests, atmospheric or climatic conditions
- normal **settlement**, or shrinkage or by **subsidence** of newly made up ground, demolition, alteration, repair, or any similar work on the **buildings**
- a contaminant, pollutant, waste, smog, industrial or agricultural smoke
- anything which happens gradually, including rising damp
- mechanical or electrical faults or breakdown
- storm or flood to gates, hedges, fences and open sided **buildings** unless caused by impact from falling trees or telegraph poles
- coastal or river erosion
- **subsidence**, ground **heave** or **landslip**:

to domestic tanks, permanent swimming pools, ornamental man-made ponds, fountains, cesspits, septic tanks, terraces, patios, hard tennis courts, driveways, footpaths, boundary and garden walls, gates, railings, hedges and fences unless the main house is **damaged** at the same time by the same cause

to solid floors unless the foundations under the load bearing walls are physically damaged at the same time by the same cause.

**We do not cover:**

- any **damage** whilst **your home** is **unfurnished** or **unoccupied** caused by:
  - the escape of water from fixed central heating and water systems, domestic tanks, apparatus or pipes and **damage** caused by freezing or bursting unless the central heating system is switched on and maintained in operation during the period November to March inclusive or alternatively the water supply is turned off and the system drained;
  - theft, attempted theft, malicious **damage** or vandalism;
  - the cost of maintenance or routine redecoration
- the amount of any **excess** shown in **your schedule** other than for claim for lock and key replacement.

## SECTION 4 – LIABILITY

This section is in operation where a **sum insured** under the heading of Liability appears on **your schedule**. Please ensure that the cover given under this section meets **your** requirements, should **you** have any queries please contact **your** insurance advisor.

The General Conditions and General Exclusions apply to this section in addition to any Conditions or Exclusions noted below or on **your schedule**, **endorsements** or specification.

### WHAT IS COVERED

#### Part A - Property owners' liability

Property owners' liability is only covered if the **buildings** for the relevant **home** are covered under Section 3 (Buildings) of this **policy**.

**We will pay:**

- up to two million pounds (£2,000,000) to indemnify **you** against all amounts that **you** become legally liable to pay in respect of any one incident for accidental:
  - **injury** to any person other than **you** or any persons employed by **you**;
  - **damage** to property occurring during the **period of insurance** and incurred:
    - because of **your** ownership of the **buildings** or land belonging to the **home**
    - under the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 regarding any **home** which **you** previously owned or occupied
- all **your** legal defence costs and expenses incurred with **our** prior written consent.

If **you** cancel this **policy** following the sale of **your home** the cover provided for liability incurred under the Defective Premises Act 1972 and the Defective Premises (Northern Ireland) Order 1975 will continue for seven years from the cancellation date provided no other policy covers this liability.

#### Part B – Occupiers' Personal and Employers' Liability

Occupiers', personal and employers' liability is only covered if Section 2 (General Contents) of this **policy** is shown as operative on the **schedule**.

**We will pay**

- up to ten million pounds (£10,000,000) to indemnify **you** against all amounts **you** become legally liable to pay in respect of any one incident for accidental **injury to domestic employees**

- up to two million pounds (£2,000,000) to indemnify **you** against all other amounts **you** become legally liable to pay in respect of any one incident for **injury** and **damage** to property
  - as occupier (not as owner) of the **home**
  - as occupier (not as owner) of an allotment
  - in a personal capacity
  - arising from the hiring out or the opening of **your home** if this is for the benefit of an organised charity, religious or community group
- occurring during the **period of insurance** and incurred by **you** in the **territorial limits** (or during temporary visits elsewhere in the world):
  - all **your** legal defence costs and expenses incurred with **our** prior written consent.

**We** will not pay more than five million pounds (£5,000,000) for any damages, costs and expenses **you** become liable to pay arising from the use of motorised models and toys, go karts, motorcycles with any engine capacity less than 51cc or quad bikes.

## WHAT IS NOT COVERED

**We** do not cover liability for:

- **injury to you**
- **damage** to property belonging to **you** or in **your** custody or control
- punitive fines, penalties or **damages** liability arising from the ownership, possession or use of:
- any motorised vehicle other than:
  - motorcycles and go-karts less than 51cc, motorised quad bikes, toys and domestic gardening equipment used within the boundaries of the land belonging to the **home**
  - vehicles designed to assist disabled persons which are not registered for road use
  - golf carts or buggies
- trailers and horseboxes whilst being towed
- any aircraft, hang glider or hovercraft other than:
  - powered model aircraft with an engine capacity not exceeding 10cc and/or a wing span not exceeding 1.88 meters

- non-powered model aircraft unless such model aircraft are participating in flying displays
- any craft or board designed to be used on or in water other than sailboards, surfboards windsurfers or those solely propelled by oars or paddles which are hand or foot operated;
- any unlicensed firearm liability arising from:
- any incident occurring outside the **period of insurance**
- **injury** or illness to any **domestic employee** where insurance or security is required under any road traffic legislation within the **European Union**
- any wilful or malicious act
- libel, slander, breach of privacy or confidentiality
- the transmission of any communicable disease by **you**
- any dangerous dog as defined in the Dangerous Dogs Act 1991 or any subsequent legislation
- any agreement entered into by **you** unless that liability would have applied even if the agreement did not exist
- any **business** activity whether operated from **your home** or not
- lack of care or skill in the giving of professional or other advice or treatment
- any **damages** arising from a contract or agreement, whether written or not, which imposes a liability which would not have existed without the contract or agreement.
- Any **damages** arising from a pollutant, contaminant, smog, or industrial or agricultural smoke, unless it can be proven to **our** satisfaction that the **damages** have been incurred because of a sudden, identifiable, unintended and unexpected event that took place in its entirety at a specific time and place
- any **damages** arising from any judgment or award given or made outside the courts of a member state of the **European Union**.
- any damage or **your** legal liability in respect of any loss, cost or expense directly or indirectly arising out of, resulting from or in respect of which a link has been or is established to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or been operative in the sequence of events resulting in a loss.

## SECTION 5 – LIFESTYLE AND LEGAL EXPENSES

The general conditions and general exclusions apply to this section, where applicable. If there is a conflict between a definition in this section and a definition elsewhere in this **policy**, the definition in this section will apply.

### MEANING OF WORDS

Each time **we** use one of the words or phrases listed below it will be shown in bold type and will have the same meaning wherever it appears in this Section of the **policy**.

#### Appointed advisor

The solicitor, accountant, mediator or other advisor appointed by **us** to act on behalf of the **insured**.

#### Collective conditional fee agreement

A legally enforceable agreement entered into on a common basis between the **appointed advisor** and **us** to pay their professional fees on the basis of one hundred percent (100%) “no-win no-fee”.

#### Conditional fee agreement

A legally enforceable agreement between the **insured** and the **appointed advisor** for paying their professional fees on the basis of one hundred percent (100%) “no-win no-fee”.

#### Communication costs

The reasonable cost of phone calls, postage (including special delivery), image scanning, photocopying or credit reports where the **insured** has taken advice from **our** Identity Theft Advice and Resolution Service.

#### Domestic employee

Any person who lives at **your home** and is employed by **you** under a contract of service to carry out domestic duties for **your** household.

#### Insured

**You, your** partner and relatives permanently living with **you** in **your** main **home** in the UK. (The **insurer** will cover **your** children temporarily away from **home** for the purposes of higher education).

## Legal costs & expenses

- Reasonable legal costs and disbursements reasonably and proportionately incurred by the **appointed advisor** on the standard basis and agreed in advance by **us**. The term “standard basis” can be found within the Courts’ Civil Procedure Rules Part 44.
- In civil claims, other side’s costs, fees and disbursements where the **insured** has been ordered to pay them or pays them with **our** agreement.
- Reasonable accountancy fees reasonably incurred under Insured event Tax by the **appointed advisor** and agreed by **us** in advance.
- The **insured’s** basic wages or salary under Insured event Loss of earnings while attending court or tribunal at the request of the **appointed advisor** or whilst on jury service.
- The **insured’s communication costs**.
- The professional fees and expenses of an **appointed advisor** selected by **us** to reduce the actual adverse or negative publicity or media attention directed towards an **insured** under Insured event Crisis communication.
- Accommodation and/or storage costs under Insured event Landlord’s legal solutions.

## Let property

A residential property which is located in England, Wales, Scotland or Northern Ireland and which **you** let or intend to let under a **tenancy agreement**.

## Reasonable prospects of success

1. Other than as set out below, a greater than fifty percent (50%) chance of the **insured** successfully pursuing or defending the claim and, if the **insured** is seeking **damages** or compensation, a greater than 50% chance of enforcing any judgment that might be obtained.
2. In criminal prosecution claims where the **insured**
  - a. pleads guilty, a greater than fifty percent (50%) chance of successfully reducing any sentence or fine or
  - b. pleads not guilty, a greater than fifty percent (50%) chance of that plea being accepted by the court.
3. In all claims involving an appeal, a greater than fifty percent (50%) chance of the **insured** being successful.

Where it has been determined that reasonable prospects of success as set out in 1., 2. and 3. above do not exist, the **insured** shall be liable to pay any legal costs incurred should they pursue or defend their claim irrespective of the outcome.

## Small claims court

A court in England & Wales that hears a claim falling under the small claims track in the County Court as defined by section 26.6 (1) of the Civil Procedure Rules 1999; a court in Scotland that uses the simple claims procedure as set out by the Courts Reform (Scotland) Act 2014, a court in Northern Ireland where the sum in dispute is less than £3,000 or the equivalent jurisdiction in the **territorial limits** where this section applies.

## Tenancy agreement

An agreement **you** enter into to let **your let property** to a tenant

1. under an assured shorthold tenancy; or
2. under a shorthold tenancy; or
3. under an assured tenancy;
4. as defined by the Housing Act 1988 as amended by the Housing Act 1996 and the Assured Tenancies (Amendment) (England) Order 2010 or the Housing (Scotland) Act;
5. in accordance with the Private Tenancies (Northern Ireland) Order 2006; or
6. to a limited company or business partnership for residential purposes by its employees.

## COVER

Following an Insured event the **insurer** will pay the **insured's legal costs & expenses** up to fifty thousand pounds (£50,000), including the cost of appeals, for all claims related by time or originating cause, subject to all of the following requirements being met:

- the **insured** keeps to the terms of this section and co-operates fully with **us**
- the insured event happens within the **territorial limits**
- the claim
  - always has **reasonable prospects of success**,
  - is reported to **us**
    - ✦ during the **period of insurance** and
    - ✦ as soon as the **insured** first becomes aware of circumstances which could give rise to a claim
- unless there is a conflict of interest the **insured** always agrees to use the **appointed advisor** chosen by **us** in any claim
  - to be heard by the **small claims court** and/or



- before proceedings have been or need to be issued
- 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**.

A claim is considered to be reported to **us** when **we** have received the **insured's** fully completed claim form.

## INSURED EVENTS

### Employment

A dispute with the **insured's** current, former or prospective employer relating to their contract of employment or related legal rights. A claim can be brought once all internal dismissal, disciplinary and grievance procedures as set out in the

- ACAS Code of Practice for Disciplinary and Grievance Procedures, or
- Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland have been or ought to have been concluded.

The **insured** is required to co-operate fully with ACAS regarding mediation and not do anything that hinders a successful outcome.

Where the **insured** qualifies to have all or part of the employment tribunal or employment appeal tribunal fees refunded or reduced, an application for this refund or reduction must be made by the **insured** to HM Courts & Tribunals Service.

**We** will not cover any claim relating to:

- a dispute arising solely from personal **injury**
- defending the **insured** other than defending an appeal
- **legal costs & expenses** for an employer's internal disciplinary process or an employee's grievance hearing or appeal
- fees that are recoverable from an employer or ex-employer by order of the court or where the **insured** qualifies to have all or part of the fees refunded or reduced by HM Courts & Tribunals Service an **insured's** employer or ex-employer's pension scheme
- a compromise or settlement agreement between the **insured** and their employer unless such agreement arises from an ongoing claim under this section.

## Contract

A dispute arising out of an agreement or alleged agreement which has been entered into by the **insured** for

- buying or hiring consumer goods or services (including a vehicle)
- privately selling goods (including a vehicle)
- buying or selling **your** main **home** or a residence used, or to be used, as a second **home**
- renting **your** main **home** as a tenant
- the occupation of **your** main **home** under a lease.

**We** will not cover any claim relating to:

- disputes with tenants or leases where the **insured** is the landlord or lessor
- loans, mortgages, pensions, or any other banking, life or long-term insurance products, savings or investments
- the **insured's business**, venture for gain, profession or employment
- a settlement due under an insurance policy
- construction work, or designing, converting or extending any building where the contract value exceeds six thousand pounds (£6,000) including VAT.

## Property

A dispute relating to visible property which the **insured** owns following

- an event which causes physical **damage** to the **insured's** visible property including **your home or your** residence used as a second **home**
- a public or private nuisance or trespass provided that where any boundary is in dispute, **you** have proof of where the boundary lays.

**We** will not cover any claim relating to:

- the first two hundred and fifty pounds (£250) of any claim arising from a public or private nuisance or trespass - this is payable by the **insured** as soon as **we** accept the claim
- a contract entered into by an **insured**
- any building or land other than **your home** or a residence used by **you** as a second **home**
- a motor vehicle

- the compulsory purchase of, or demolition, restrictions, controls or permissions placed on **your** property by any government, local or public authority
- defending any dispute arising from property **damage** other than defending a counter claim or an appeal
- a dispute with any party other than the person(s) who caused the **damage**, nuisance or trespass.

## Personal injury

A sudden event directly causing the **insured** physical bodily injury or death.

**We** will not cover any claim relating to:

- a condition, illness or disease which develops gradually over time
- mental injury, nervous shock, depression or psychological symptoms where the **insured** has not sustained physical injury to their body
- defending any dispute other than an appeal.

## Clinical negligence

A dispute arising from alleged clinical negligence or malpractice.

**We** will not cover any claim relating to:

- a contract dispute
- defending any dispute other than an appeal.

## Tax

A formal enquiry into the **insured's** personal tax affairs provided that all returns are complete and have been submitted within the legal timescales permitted.

**We** will not cover any claim relating to:

- tax returns where HM Revenue & Customs impose a penalty, or which contain careless and/or negligent misstatements
- a **business** or venture for gain of the **insured** (other than in respect of their employment)
- where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to the **insured's** financial arrangements
- any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland an investigation by the Fraud Investigation Service of HM Revenue & Customs

## Legal defence

- Work

An alleged act or omission of the **insured** that arises from their work as an employee and results in:

- the **insured** being interviewed by the police or others with the power to prosecute
- a prosecution being brought against the **insured** in a court of criminal jurisdiction
- civil proceedings being brought against the **insured** under unfair discrimination laws.

- Motor

A motoring prosecution being brought against the **insured**.

- Other

A formal investigation or disciplinary hearing being brought against the **insured** by a professional or regulatory body.

**We** will not cover any claim relating to:

- owning a vehicle or driving without motor insurance or driving without a valid driving licence
- a parking offence.

## Loss of earnings

The **insured's** absence from work to attend court, tribunal, arbitration or regulatory proceedings at the request of the **appointed advisor** or whilst on jury service which results in loss of earnings.

**We** will not cover any claim relating to:

- loss of earnings more than one thousand pounds (£1,000)
- any sum which can be recovered from the court or tribunal.

## Disputes with domestic employees

A dispute with **your domestic employee** that arises from

- their dismissal by **you**
- the terms of a contract of service or service occupancy agreement between **you** and **your domestic employee**
- an alleged breach of **your domestic employee's** legal rights under employment laws.

**We** will not cover any claim relating to:

- disciplinary hearings or internal grievance procedures
- **personal injury**
- **you** pursuing a claim against **your domestic employee** other than a claim to recover possession of a part of **your home** or other accommodation provided by **you** under a service occupancy agreement.

## Planning appeals

An appeal to the Planning Inspectorate or equivalent competent authority following the refusal by **your** Local Planning Authority to grant planning permission following **your** request for approval provided that

- a) **you** take all available steps to ensure planning permission is granted, such as consulting with the local authority prior to submitting **your** application, and
- b) **you** exhaust every alternative option to secure planning approval prior to launching a planning application appeal.

**We** will not cover any claim relating to:

- legal costs and expenses more than ten thousand pounds (£10,000)
- an appeal against the refusal of planning permission to develop land or property for **business** or commercial purposes, other than for private residential letting.

## WHAT IS NOT COVERED

The **insured** is not covered for any claim arising from or relating to:

- legal costs & expenses incurred without **our** consent
- any actual or alleged act or omission or dispute happening before, or existing at the start of cover under this section and which the **insured** believed or ought reasonably to have believed could lead to a claim under this section
- an amount below one hundred pounds (£100)
- an allegation against the **insured** involving:
  - assault, violence or dishonesty, malicious falsehood or defamation
  - the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials
  - illegal immigration

- offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences)
- a dispute between **your family** members
- an **insured's** deliberate or reckless act
- a judicial review
- a dispute arising from or relating to clinical negligence except as provided for in **Insured event Clinical negligence**
- a dispute with **us**, the **insurer** or the company that sold this **policy**
- a group litigation order
- the payment of fines, penalties or compensation awarded against the **insured**.

## CONDITIONS WHICH APPLY TO SECTION 5 – LIFESTYLE AND LEGAL EXPENSES

Where the **insurer's** risk is affected by the **insured's** failure to keep to these conditions the **insurer** can cancel this section, refuse a claim or withdraw from an ongoing claim. The **insurer** also reserves the right to recover **legal costs & expenses** from the **insured** if this happens.

### The insured's responsibilities

An **insured** must:

- tell **us** immediately of anything that may make it more costly or difficult for the **appointed advisor** to resolve the claim in the **insured's** favour
- cooperate fully with **us**, give the **appointed advisor** any instructions required, and keep them updated with progress of the claim and not hinder them
- take reasonable steps to claim back **legal costs & expenses**, employment tribunal and employment appeal tribunal fees and, where recovered, pay them to the **insurer**
- keep **legal costs & expenses** as low as possible
- allow the **insurer** at any time to take over and conduct in the **insured's** name, any claim.

### Freedom to choose an appointed advisor

- In certain circumstances as set out below the **insured** may choose an **appointed advisor**. In all other cases no such right exists and **we** shall choose the **appointed advisor**.
- The **insured** may choose an **appointed advisor** if:
  - **we** agree to start proceedings or proceedings are issued against an **insured**, or

- there is a conflict of interest

except where the **insured's** claim is to be dealt with by the **small claims court** where **we** shall choose the **appointed advisor**.

- Where the **insured** wishes to exercise the right to choose, the **insured** must write to **us** with their preferred representative's contact details. Where the **insured** chooses to use their preferred representative, the **insurer** will not pay more than **we** agree to pay a solicitor from **our** panel. (**Our** panel solicitor firms are chosen with care and **we** agree special terms with them which may be less than the rates available from other firms.)
- If the **insured** dismisses the **appointed advisor** without good reason, or withdraws from the claim without **our** written agreement, or if the **appointed advisor** refuses with good reason to continue acting for an **insured**, cover will end immediately.
- In respect of a claim under Insured event Employment, Contract, **Personal injury** or Clinical negligence, the **insured** must enter into a **conditional fee agreement** or the **appointed advisor** must enter into a **collective conditional fee agreement**, where legally permitted.

## Consent

- The **insured** must agree to **us** having sight of the **appointed advisor's** file relating to the **insured's** claim. The **insured** is considered to have provided consent to **us** or **our** appointed agent to have sight of their file for auditing and quality and cost control purposes.
- An **insured** must have **your** agreement to claim under this section.

## Settlement

- The **insurer** has the right to settle the claim by paying the reasonable value of the **insured's** claim.
- The **insurer** has the right to recover employment tribunal and employment appeal tribunal fees from a settlement agreement between the **insured** and an employer or ex-employer under Insured event Employment.
- The **insured** must not negotiate, settle the claim or agree to pay **legal costs & expenses** without **our** written agreement.
- If the **insured** refuses to settle the claim following advice to do so from the **appointed advisor**, the **insurer** reserves the right to refuse to pay further **legal costs & expenses**.
- The **insured** must settle **communication costs** in the first instance and make a receipted claim to **us** for reimbursement.

## Barrister's opinion

**We** may require the **insured** 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 the **insured**, then the **insurer** will

reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **us**, then the **insurer** will pay for a final opinion which shall be binding on the **insured** and **us**. This does not affect the **insured's** right under the next condition below.

## Disputes

If any dispute between the **insured** and **us** arises from this section, the **insured** can make a complaint to **us** as described on page 7 of this **policy** and **we** will try to resolve the matter. If **we** are unable to satisfy the **insured's** concerns and the matter can be dealt with by the Financial Ombudsman Service, the **insured** can ask them to arbitrate over the complaint.

## Fraudulent claims and claims tainted by dishonesty

An **insured** shall at all times be entirely truthful and open in any evidence, disclosure or statement they give and shall act with complete honesty and integrity at all times. Where, on the balance of probabilities and having considered carefully all the facts of the claim, it appears that the **insured** has breached this condition and that the breach has:

- affected **our** assessment of reasonable prospects of success, and/or
- prejudiced in any part the outcome of the **insured's** claim the **insurer** shall have no liability for **legal costs & expenses** under this section.