

beazley

Home & Private Collections



Find out more about
the story of Beazley
and how it all started
with a hat stand

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Emergency assistance and key contact details

As a Beazley policyholder you have access to the following helplines and services. When calling please advise the helpline operator that you are a Beazley policyholder.

Claim notification line

To notify us of a new claim under Sections 1 to 6 of this policy, please refer to **your schedule** for contact details.

Legal and identity fraud advice line

There is a 24-hour telephone advisory service for advice on any private legal or identity fraud problem of concern to you or any member of your household as detailed under Section 7 of your policy. Specialist lawyers are at hand to help you. If you need a lawyer or accountant to act for you and your problem is covered under this insurance, the advice line will ask you to complete a claim form.

If you would like to make use of this service simply telephone:

0344 770 1040

Please read Section 7 for full details and associated terms and conditions relating to Family legal costs and identity fraud protection insurance.

Lifestyle counselling helpline

This service can help with a range of problems from practical everyday matters to sensitive or emotional issues. Our specialists will help you deal with personal relationship problems, problems with colleagues in the workplace and other issues affecting your general wellbeing. Counsellors and information specialists are also trained to help you with practical problems like debt. You can access the lifestyle counselling helpline on

0344 770 1036

Domestic emergency

If you would like to make use of this 24-hour service simply telephone:

0333 234 8510

Thank you for choosing Beazley

I am delighted that you have chosen Beazley and it is my pleasure to enclose your insurance policy.

With a wealth of experience in meeting our clients' needs around the world, we are a specialist insurer with operations in Europe, the US, Canada, Latin America and Asia. Working closely with high calibre insurance brokers, Beazley seeks to deliver exceptional underwriting and claims service. Beyond our deep understanding and expertise in specialist risks, we're committed to striving for better and going the extra mile on behalf of our customers.

Please read your policy documentation carefully to ensure that the cover meets your requirements. If you have any questions or queries, please do not hesitate to contact your broker who will be happy to assist.

Thank you for insuring with Beazley.



Adrian Cox
Chief Executive Officer
Beazley Group

Words and phrases with special meanings

Whenever the following words and phrases appear in **your** Insurance **policy** in bold print they will always have these meanings:

Broker	The insurance agent who arranged this cover on your behalf.
Bodily injury	Death, or physical injury, disease or illness.
Buildings	The home including fixtures and fittings, tenant's improvements , fitted appliances, tennis courts, swimming pools, septic tanks, domestic oil or gas tanks, paved terraces, greenhouses, garden sheds, permanently installed solar panels attached to the structure of the home , wind turbines used for domestic purposes, ornamental fountains and ponds, lampposts, house signs, drives, patios, paths, walls, gates and fences, interior decorations all owned by you or for which you are legally responsible at the address shown in the schedule . Also included are underground services, sewers, pipes, cables and drains which are attached to or immediately service the home and extend to the public mains. We do not include land or water within this definition.
Business	Any clerical and non-manual business you conduct at or from an office in your home .
Business contents	Office furniture and equipment, stationery, office supplies, software, books, records and documents in your home all belonging to the business or for which the business is legally responsible.
Contents	Household goods and personal property, including fine art and antiques, jewellery and watches, personal possessions and outdoor and garden property , which belong to you or for which you are legally responsible. This definition also includes the personal property of any member of your family in full-time education while they are studying away from home, tenant's improvements , fixed television and radio aerials, satellite dishes, their fittings and masts that are attached to the home . We do not include the following within this definition: <ul style="list-style-type: none"> • Any part of the buildings • Land or water • Any living thing • Motor vehicles, caravans and their accessories other than quad bikes and motorised sit-in toy or miniature vehicles including motor-cycles, under 50cc engine capacity, golf trolleys, golf buggies or motorised wheelchairs or mobility scooters • Trailers and horseboxes over 12 feet in length • Sailboards, surfboards, dinghies, hand propelled or motorised watercraft more than 16 feet in length or with an engine of more than 25 horsepower • Any property used for commercial purposes other than as defined under business contents above.
Collectibles	Private collections of wine and spirits, rare, unique or novel articles of personal interest (for example, dolls, guns, model trains) including memorabilia. We do not include business property within this definition.
Domestic employee	Any person employed by you under a contract of service which is solely for private domestic duties. We do not include any person involved in demolition, alterations, extensions or renovations to any part of the home within this definition.

Words and phrases with special meanings

Endorsements	A change in the terms and conditions of this insurance detailed within your policy .
Excess	The amount shown in the schedule or endorsement that you will be responsible for paying for each agreed claim.
Family	Members of your family who permanently live in the home or whilst in full time education, including spouses, fiancé(e)s, co-habitees and partners, adopted children and step-children. Family does not include lodgers, tenants, paying guests or domestic employees .
Fine art and antiques	Any art, antique and article of particular value due to their age, recognised artistic or collectable nature of whatsoever description other than jewellery and watches which belong to you or for which you are legally responsible. This definition includes but is not limited to tapestries, rugs, furniture, paintings, etchings, manuscripts, sculptures, porcelain, gold, silver and gold and silver-plated items, antique guns, objets d'art, contemporary art, clocks, barometers, musical instruments and collectibles . We do not include business property within this definition.
Flood	Any circumstance where land surfaces of the property or floorings of outbuildings or buildings not normally covered by water become covered by water, including flooding caused in any way by heavy rainfall, a river or dam overflowing or breaching its normal confines, tidal waters, storm surge or a rise in groundwater. Flood does not include any flooding caused by the bursting or leaking of internal or external water or sewerage pipes serving or forming part of the property unless such flooding was directly caused by an increase in the volume of rain or melt water.
Heave	Upward movement of the ground beneath the buildings because of the soil expanding.
Home	The private dwelling insured under this policy including outbuildings used for domestic purposes at the address shown on the schedule .
Jewellery and watches	Gemstones, pearls, watches or items of gold, silver or other precious or semi-precious metals and/or articles comprising them, designed to be worn on the person. We do not include business property within this definition.
Landslip	Downward movement of sloping ground.
Money	Current legal tender, cheques, travellers cheques, postal or money orders, travel tickets, premium bonds, savings certificates and share certificates, gift tokens, phone cards, current postage stamps and saving stamps kept by you for private, domestic or charitable purposes.
Outbuildings	Freestanding permanent structures within the grounds of your home and which are owned by you or for which you are legally responsible including garages, stables, barns, studios, pool houses and other similar structures.

Words and phrases with special meanings

Outdoor and garden property	Those items designed to be left or used outdoors including: <ul style="list-style-type: none"> • Garden furniture, children's play equipment, garden statues and garden ornaments, • Domestic garden maintenance equipment, ride-on lawnmowers and power equipment • Golf trolleys, golf buggies, motorised and non-motorised wheelchairs • Motorised sit-in toy or miniature vehicles including motorcycles providing they have an engine capacity of 50cc or less • Quad bikes but only if they have an engine capacity of 50cc or less and used exclusively for the care of gardens, horses and pets • Trailers and non-motorised horseboxes up to 12 feet in length.
Period of insurance	The length of time the insurance is in force as shown on the schedule .
Personal possessions	Personal items other than jewellery and watches belonging to you and designed to be worn or carried by you including luggage, baggage, photographic equipment, spectacles, contact lenses and hearing aids, mobile communication and portable computer equipment, sports equipment, pedal cycles, saddlery, tack, clothing and other similar items.
Policy	Your insurance policy is made up of this policy wording, your policy schedule and any other endorsements attached.
Schedule	The schedule forms part of this insurance and contains details of you , the home , the sums insured , the excess , any endorsement , the period of insurance and sections of this insurance that apply.
Settlement	Downward movement as a result of the ground being compressed by the weight of the buildings .
Specified	Items individually declared by you and shown on your schedule .
Storm	Wind speeds with gusts of at least 48 knots (55mph) equivalent to Storm Force 10 on the Beaufort Scale or torrential rainfall at a rate of at least 25mm per hour or, snow to a depth of at least one foot (30 cm) in 24 hours or, hail of such intensity that it causes damage to hard surfaces or breaks glass.
Subsidence	Downward movement of the ground beneath the buildings where the movement is unconnected with the weight of the building.
Sum insured	The most we will pay as shown against each section and/or item in the schedule .
Tenant's improvements	Alterations, decorations, improvements which have been undertaken by you or previous occupiers as tenants.

Words and phrases with special meanings

United Kingdom	Great Britain, Northern Ireland, the Isle of Man and the Channel Islands.
Unoccupied/ unoccupancy	Your home is unoccupied whenever it is insufficiently furnished for normal living purposes or although furnished has been without and / or intended to be without an authorised person or persons being in the home overnight for a period in excess of 90 consecutive days.
Unspecified	Individual items, pairs or sets not separately declared by you on your application for insurance and that are not specifically recorded by us on the schedule .
Valuables	Jewellery and watches
Watercraft	Sailboards, surfboards, dinghies, hand-propelled and motorised boats less than 16 feet in length or motorised watercraft with an engine of 25 horsepower or less.
We/us/our/	A F Beazley Syndicates 2623/623 at Lloyd's of London managed by Beazley Furlonge Ltd
Underwriters/ insurer	
You/your/insured	The person(s) named in the schedule , family and domestic employee(s) who permanently live in the home .

Important information regarding this insurance

This insurance cover is administered on behalf of Beazley Syndicates 2623 and 623 at Lloyd's of London. The insurance cover under Sections 1 to 6 is underwritten by Syndicates 2623 and 623 at Lloyd's.

The insurance cover under Sections 7 and 8 are managed by Arc Legal Assistance Limited and underwritten by AmTrust Specialty Limited. Legal Insurance Management Ltd provides the services and benefits described under Section 8.

Beazley Furlonge Ltd as Managing Agent of Syndicates 2623 and 623 is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority. Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority.

The insurers named hereon bind themselves each for their own part and not one for another. Each insurer's liability under this certificate shall not exceed that section of cover, percentage or amount of the risk shown against that insurer's name.

What do I need to do now?

Read this **policy** document which provides all the information about the cover available under **your policy**. **Your** insurance is arranged in different sections and cover relates ONLY to those sections which are shown in **your policy schedule** as being included.

If **you** are insuring more than one **home** under this insurance each one is considered to be covered as if it is separately insured.

The most **we** will pay for loss or damage under each section insured, for each insured address, is shown in the respective section of **your policy schedule**. Check **your policy schedule** to ensure **you** have the right cover. **Your policy schedule** will show the sections **you** have selected along with associated limits, excesses and any special conditions that may also apply. If anything is not correct please let **us** or **your broker** know as soon as possible.

It is important that **you** understand:

- which sections **you** have requested and want to be included;
- what each section covers and does not cover;
- **your** obligations to comply with the terms and conditions under each section of this insurance and under the insurance as a whole.

How we will handle your data - Data protection

We collect and use relevant personal information about **you** to provide **you** with **your** insurance cover or the insurance cover that benefits **you** and to meet **our** legal obligations.

This information includes details such as **your** name, address and contact details and any other information that **we** collect about **you** in connection with the insurance cover from which **you** benefit. This information may include more sensitive details such as information about **your** health and any criminal convictions **you** may have.

The way insurance works means that **your** information may be shared with, and used by, a number of third parties in the insurance sector for example, insurers, agents or brokers, reinsurers, loss adjusters, sub-contractors, regulators, law enforcement agencies, fraud and crime prevention and detection agencies and compulsory insurance databases. **We** will only disclose **your** personal information in connection with the insurance cover that **we** provide and to the extent required or permitted by law.

Other people's personal information you provide to us: Where **you** provide **us** or **your broker** with personal information about other people, **you** must provide **our** privacy notice to them.

Important information regarding this insurance

Want more details? For more information about how **we** use **your** personal information please see **our** full privacy notices, which are available online on **our** websites or in other formats on request.

Contacting us and your rights: **You** have rights in relation to the information **we** hold about **you**, including the right to access **your** information. If **you** wish to exercise **your** rights, discuss how **we** use **your** information or request a copy of **our** full privacy notices, please contact our Data Protection Officer: The Data Protection Officer, Beazley Plc, 22 Bishopsgate, London, United Kingdom, EC2N 4BQ.
Email: DPO@beazley.com

Conditions

Rights of third parties

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

Law and jurisdiction applicable to the insurance

Unless specifically agreed to the contrary in writing, this **policy** is governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of the country within the **United Kingdom** in which **your home** is situated.

Other Insurance

If **you** claim under this **policy** for something which is also covered by another insurance policy, **we** will only pay **our** share of the claim. **You** must give **us** full details of the other insurance policy.

Sanctions

You agree that any cover, the payment of any claim and any benefit provided under **your Policy** will be suspended, to the extent that providing any cover, the payment of any claim or the provision of any benefit would expose **us** to any sanction, prohibition or restriction under any:

- a. United Nations' resolution(s); or
- b. trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

The suspension will continue until we are no longer exposed to any sanction, prohibition or restriction.

Your obligations

Reasonable care

You must:

1. take all reasonable steps to prevent accident or injury and safeguard **your** property against loss or damage;
2. keep **your** property in a good state of repair; and
3. take all reasonable steps to prevent further damage from happening.

If **you** fail to comply with the above obligations and **we** determine that the loss or damage that has resulted in a claim has been caused or adversely impacted by **your** failure to comply with **your** obligations, **we** may refuse to pay **your** claim or reduce any payment **we** make for the claim.

Information you have given us

You must take reasonable care to ensure that all the information **you** have given **us** is true, accurate and complete to the best of **your** knowledge and belief. Please talk to **your broker** if **you** are in any doubt about what to tell **us**. **Your** information is important to **us** as **we** have relied on it when deciding whether to offer **you** cover, and when setting the premium and the terms of **your policy**.

It might impact **your** insurance or any claim if the information **you** have given **us** is not true, accurate and complete.

If **we** find out **you** have acted carelessly when giving **us your** information, **we** might:

- treat this insurance as if it had never existed. If this happens **we** will give **you** back the premium **you** paid and **you** must reimburse any payments **we** have made. **We** will only do this if **we** would not have offered **you** cover if **we** had been given true, accurate and complete information; or
- change the terms of **your** insurance. **We** may apply these different terms as if they were already in place if a claim has been impacted by **your** carelessness; or
- charge **you** more for **your** insurance or proportionately reduce the amount **we** pay on a claim; or
- cancel **your** insurance in accordance with the "Cancellation" section.

If **we** find out **you** have deliberately or recklessly given **us** false or misleading information, **we** will treat this insurance as if it never existed and decline all claims. **You** must reimburse any payments made under this insurance and **we** will not return any premium **you** have paid.

Your broker will write to **you** if **we** are going to do any of these things.

Notifying us of any changes or inaccuracies

You must tell **your broker** as soon as possible:

- if **you** become aware that the information **you** have given **us** is untrue or incomplete;
- after **you** become aware of any changes to the information **you** have given **us**. For example;
- **you** are going to move **home** permanently;
- someone other than **your family** is going to live in **your** home;
- **your home** is going to be used for short periods each week or as a holiday home;
- **your home** is going to be **unoccupied** or **unfurnished**;
- **your home** is going to be used for any business, trade or profession (other than clerical non-manual business conducted from an office in **your home** for which **you** have no employees).
- **you** or any member of **your family** has received a conviction for any offence except for driving;
- if **you** or any member of **your family** are the subject of any bankruptcy proceedings, debt relief order, individual voluntary arrangement (IVA), or County Court Judgement (CCJ).

Your obligations

When **we** are notified that information **you** previously provided is inaccurate, or of any changes to that information **we** will tell **you** if this affects **your** insurance. For example, **we** may amend the terms of **your** insurance or require **you** to pay more for **your** insurance or cancel **your** insurance in accordance with the Cancellation section of this **policy**.

If **you** fail to notify **us** that the information **you** have provided is inaccurate, or **you** fail to notify **us** of any changes, this insurance may become invalid and **we** may not pay **your** claim, or any payment could be reduced.

Contract works

You must tell **your broker** at least thirty (30) days before the start of any building work to **your home** and before **you** enter into any contract for the works if the estimated or quoted value of such work is more than £100,000. Building work includes any application of heat presses to **your home**, restoration, renovation, construction, repair, redecoration, maintenance, alteration or other similar work.

If the value of the building work is more than £100,000 **we** may:

1. amend the terms of **your policy**;
2. cancel **your** insurance in accordance with the cancellation condition; or
3. require **you** to pay more for **your** insurance.

If **you** fail to tell **us** of the above building work and **we** provided **you** with cover **we** would not otherwise have offered then, in addition to 1. to 3. above, **we** may:

- change the terms of **your** insurance. **We** may apply these different terms as if they were already in place and apply these amended terms to all claims under this insurance; and
- treat this insurance as if it had been cancelled by **us** in accordance with the "Cancellation" section on the date that **you** should have told **us** about the building work. **We** will only do this if **we** can demonstrate that **we** would have cancelled **your** insurance when **we** were told about the works.

You must not waive **our** right to start proceedings in **your** name to recover for **our** benefit any payment **we** would have made under this **policy**. If **you** fail to comply with this obligation **we** will not pay for any loss or damage.

Your obligations

Adequacy of sum insured

You must at all times ensure that **your sums insured** are maintained at full value..

Buildings

Full value means the cost of rebuilding in the same form, style and condition as new if **your buildings** and **outbuildings** were completely destroyed and includes an appropriate amount for architects', surveyors, consulting engineers and legal fees, debris removal costs and other costs to comply with government or local authority requirements. Full value is not necessarily the market value.

If **we** find that the values declared to **us** do not represent the full value **we** will reduce the amount of any claim in proportion with the level of under insurance. To calculate the level of under insurance **we** will divide the **sum insured** for **buildings** or **outbuildings** by the actual cost of rebuilding **your buildings** or **outbuildings** and multiply this figure by the amount of the agreed claim. **We** will only apply this calculation if **we** find that the values given to **us** are less than 50% of the current rebuilding cost.

Contents

Full value means the cost to replace the entire **contents** of **your home** as new. If **you** fail to maintain **your sums insured** at full value **your** insurance will not cover the full amount required to put **you** back in the same position as **you** were before the loss or damage happened and **you** will need to pay the remaining costs.

Inflation protection

At renewal **we** will;

- increase the **buildings sum insured** in line with the House Rebuilding Cost Index prepared by the Royal Institution of Chartered Surveyors or another appropriate index;
- increase the **contents sum insured** in line with the Retail Price Index or another appropriate index.
- increase the **valuables** and **fine art and antiques sums insured** in line with the Retail Price Index or another appropriate index.

We will not reduce the **sums insured** if the index used falls. The new **sum insured** will be notified to **you** annually with **your** renewal notice.

Prevention of water freezing in fixed water tanks, apparatus and pipes

You must take appropriate measures to prevent freezing of water in fixed water tanks, apparatus and pipes in **your home** during the winter months of December, January and February by ensuring that **you** keep **your home** adequately heated throughout or alternatively **you** shut off and drain fixed water tanks, apparatus and pipes.

If **you** fail to comply with this obligation and we determine that the loss or damage that has resulted in a claim has been caused or adversely impacted by **your** failure to comply, we may refuse to pay **your** claim or reduce any payment we make for the claim.

Your obligations

Chimney and flue maintenance

If **you** have an open fire, wood or multi-fuel burning appliance in **your home you** must comply with the following obligations. If **you** fail to comply with these obligations **we** will not make any payment under this **policy** in respect of loss or damage caused by fire unless **you** can demonstrate that non-compliance could not have increased the risk of loss or damage occurring in the circumstances in which it occurred.

You must ensure that all chimneys and flues to:

1. open fires are maintained in a good state of repair and professionally cleaned along the entire length at least once a year before winter use. When burning wood or bituminous house coal it is strongly recommended that all chimneys and flues are cleaned at least twice a year before and during winter use or if burning smokeless fuel they must be cleaned at least once a year before winter use;
2. wood or multi-fuel burning appliances are inspected annually by a HETAS registered engineer, maintained in a good state of repair and professionally cleaned along the entire length at least once a year before winter use. When burning wood or bituminous house coal it is strongly recommended that all chimneys and flues are cleaned at least twice a year before and during winter use or if burning smokeless fuel they must be cleaned at least once a year before winter use;
3. wood or multi-fuel burning appliances are professionally lined and insulated.

If any of the above chimneys are fitted with a spark arrester it must be removed and thoroughly cleaned at the same time as the chimney is being professionally cleaned.

Wood or multi-fuel burning appliances

If **you** have a wood or multi-fuel burning appliance in **your home you** must comply with the following obligations. If **you** fail to comply with these obligations **we** will not make any payment under this **policy** in respect of loss or damage caused by fire unless **you** can demonstrate that non-compliance could not have increased the risk of loss or damage occurring in the circumstances in which it occurred.

You must ensure that **you**:

1. use the fuel recommended by the manufacturer for **your** type of appliance;
2. keep all combustibles, including logs, at a safe distance from a hot stove and hearth;
3. keep permanent air ventilation grills clear at all times;
4. do not "turn down the stove for the night" / slumber burn an appliance unless it is specifically designed to operate this way - refer to the manufacturer's instructions;
5. never leave an open fire unattended without a spark guard;
6. have **your** appliance serviced regularly by a HETAS Registered Installer or HETAS Approved Servicing technician in accordance with manufacturer's instructions. If the manufacturer's instructions do not cover this, **you** must have **your** appliance serviced at least once a year and be able to evidence this upon request. Any necessary remedial or maintenance work identified during the service must be completed by a HETAS approved technician as soon as is reasonably possible and no later than 30 days after the date of the inspection and a receipt evidencing such work must be obtained and kept by you.
7. have **your** chimney and flue professionally cleaned along the entire length at least once a year before winter use. When burning wood or bituminous house coal it is strongly recommended that all chimneys and flues are cleaned at least twice a year before and during winter use or if burning smokeless fuel they must be cleaned at least once a year before winter use.

Your obligations

Oil storage tanks

If **you** have an oil storage tank situated at the address shown on the **schedule you** must comply with the following obligations set out in this **policy** condition. If **you** fail to comply with these obligations **we** will not make any payment under this **policy** in respect of loss, damage or clean up caused by escape of oil unless **you** can demonstrate that non-compliance could not have increased the risk of loss or damage occurring in the circumstances in which it occurred.

You must ensure that:

1. an annual inspection is carried out by an OFTEC registered oil technician on the oil tank and external supply pipework and an inspection report is obtained and kept by **you**.
2. any remedial or maintenance work identified during this inspection must be completed by an OFTEC registered technician as soon as is reasonably possible and no later than 30 days after the date of the inspection and a receipt evidencing such work must be obtained and kept by **you**.
3. **you** take reasonable measures to prevent an escape of oil.

Home safe installation

You must ensure that the home safe notified to **us** has been installed in accordance with the manufacturer's recommendations. If **you** fail to comply with this obligation and **we** determine that the loss or damage that has resulted in a claim has been caused or adversely impacted by **your** failure to comply, **we** may refuse to pay **your** claim or reduce any payment **we** make for the claim.

Packing and transportation

You must ensure that **specified** items of **fine art and antiques** and **collectibles** are packed for transit by a professional carrier. For **unspecified** items of **fine art and antiques** and **collectibles** **you** must ensure that such items are appropriately packed and under the custody and control of **you**, an adult member of **your family** or a suitable person appointed by **you**.

If **you** fail to comply with this obligation and **we** determine that the loss or damage that has resulted in a claim has been caused or adversely impacted by **your** failure to comply, **we** may refuse to pay **your** claim or reduce any payment **we** make for the claim.

Collections

In respect of any collection of **fine art and antiques** or **valuables** insured under this **policy** a full and current inventory must be maintained by **you** and provided in the event of a claim. The onus of proof of value rests with **you** where professional valuations have not been seen and agreed by **us** and **you** will be asked to provide receipts and / or professional valuations in support of **your** claim.

Premium payment

We will not make any payment under this **policy** unless **you** have paid the premium.

General exclusions - Applicable to Sections 1 to 6

The following exclusions apply to Section 1 to 6 of this insurance **policy**.

What is not insured?

1. Existing damage

We will not pay for loss, damage or liability occurring before cover starts or arising from an event before cover starts.

2. Deliberate acts

We will not cover any claim, loss, damage or liability arising out of a deliberate or dishonest act by **you**, anyone acting on **your** behalf or any person lawfully in the **home**.

3. More specific insurance

We will not cover any claim, loss, damage or liability that would be covered under another insurance if this **policy** did not exist or covered under any other contract, legislation or guarantee.

4. Indirect loss or damage

We will not pay for any loss or damage that is not directly associated with the incident that caused **you** to claim.

5. Nuclear and radioactive contamination

We will not cover any claim, loss, damage or liability directly or indirectly due to any nuclear reaction, nuclear radiation or radioactive contamination.

6. Biological and chemical contamination

We will not cover any claim, loss, damage or liability directly or indirectly due to biological or chemical contamination which is caused by an act of **terrorism**. For the purposes of this exclusion “terrorism” means any act(s) of any person(s) or organisation(s) involving:

- the causing, occasioning or threatening of harm of whatever nature and by whatever means;
- putting the public or any section of the public in fear;

in circumstances in which it is reasonable to conclude that the purpose(s) of the person(s) or organisation(s) concerned are wholly or partly of a political, religious, ideological or similar nature.

7. War

We will not cover any claim, loss, damage or liability directly or indirectly due to war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

General exclusions - Applicable to Sections 1 to 6

The following exclusions apply to Section 1 to 6 of this insurance **policy**.

What is not insured?

8. Infectious or contagious disease

We will not cover any claim, loss, damage or liability directly or indirectly due to :

- a) infectious or contagious disease;
- b) any fear or threat of a) above; or
- c) any action taken to minimise or prevent the impact of a) above.

Infectious or contagious disease means any disease capable of being transmitted from an infected person, animal or species to another person, animal or species by any means.

9. Cyber and data

We will not cover any claim, loss, damage or liability directly or indirectly caused deliberately or accidentally by:

(a) Cyber

- i. the use of or inability to use any application, software, or programme;
- ii. any computer virus;
- iii. any computer related hoax relating to i. or ii. above.

However, where:

- a fire or explosion occurs as a result of i. or ii above;
- an escape of water occurs as a result of i. or ii. above; or
- a theft or attempted theft immediately follows i. or ii. above;

and that fire, explosion, escape of water, theft or attempted theft would otherwise be covered under this **policy**, **we** will still cover physical loss or damage resulting from that fire, explosion, escape of water, theft or attempted theft.

(b) Electronic Data

We will not cover loss of or damage to any electronic data (for example files or images) wherever it is stored.

Claim conditions and how to make a claim

How to make a claim

Naturally **we** hope **you** won't have any accidents or misfortune, but if **you** do and wish to make a claim **you** must contact the claims team as soon as possible. Contact details for reporting claims can be found on **your schedule** or via **your broker**. At the time of making a claim, **you** will be asked for details of **your broker**, the policy number stated on **your schedule** and for full details of the claim.

Your duties

In the event of a claim or possible claim under this insurance **you** must:

1. notify **us** or **your broker** as soon as is reasonably possible, giving full details of what has happened.
2. provide **us** with written details of what has happened as soon as possible and provide **us** with full co-operation and such assistance as **we** may reasonably require.
3. send to **us** or **your broker** as soon as is reasonably possible any correspondence regarding a claim including any letter of claim, claim form, writ, summons or other legal document **you** receive if someone is holding **you** responsible for injury or damage.
4. inform the police as soon as possible if a crime has been committed following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property and **you** should ensure, wherever possible, that **you** obtain an incident or crime number from the police to substantiate the incident.
5. not admit liability or offer or agree to settle any claim without **our** written permission.
6. take all reasonable care to limit any loss, damage or injury.
7. provide **us** with reasonable evidence of value or age (or both) for items involved in a claim.
8. not abandon any property to **us** without **our** written permission.
9. safeguard **your** property at all times.

If **you** do not, **we** may not make a payment for **your** claim or reduce any payment **we** make under this insurance.

You must also comply with any other conditions contained within the specific sections of this **policy**.

Defence of claims

You must allow **us** to:

- take over the defence or settlement of any claim in **your** name if **you** are being held responsible for causing damage to property or injury; and
- take any action **we** consider necessary to enforce **our** rights under this insurance to start any recovery proceedings in **your** name and give **us** all the assistance **we** need to do this.

If **you** do not, **we** may not make a payment for **your** claim or reduce any payment **we** make under this insurance.

Fraudulent claims

If any claim is in any way dishonest, exaggerated or fraudulent then **we** will:

1. refuse to make any payment in respect of the dishonest, exaggerated or fraudulent claim;
2. tell **you** that **we** are terminating **your policy** and back-date the termination to the date of the fraud, dishonesty or exaggeration;
3. refuse to make any payment under this **policy** in respect of any claim made or any loss occurring on or after the date of the fraud, dishonesty or exaggeration; and
4. not return any premium.

If **we** have paid any claims after the date of any fraud, dishonesty or exaggeration, **you** must pay **us** back

Claim conditions and how to make a claim

Proof of value and ownership

It is **your** responsibility to prove any loss therefore **we** recommend that wherever possible **you** keep receipts, valuations, photographs, instruction booklets and guarantee cards to help with **your** claim. If **you** wish to specify an item, **we** will either request proof of value prior to providing cover for the item or at the time of a claim.

Complaints procedure and cancellation of this insurance

Our aim is to ensure that all aspects of **your** insurance are dealt with promptly, efficiently and fairly. At all times **we** are committed to providing **you** with the highest standard of service.

Sections 1 to 6

If **you** have any questions or concerns about **your** insurance or the handling of a claim **you** should, in the first instance, contact **your broker**.

If **your broker** or **we** cannot resolve your concerns and wish to make a complaint, **you** can do so at any time by referring the matter to the Complaints team at Lloyd's. The contact details are:

Complaints, Lloyd's Market Services, One Lime Street, London EC3M 7HA. Tel: 020 7327 5693
Email: complaints@lloyds.com

Details of Lloyd's complaints procedures, including timescales for resolution, are set out in a leaflet "Your Complaint – How We Can Help" available at www.lloyds.com and are also available from the above address.

Sections 7 and 8

If **you** have any questions or concerns regarding either the family legal costs, identity fraud protection or the domestic emergency insurance, please refer to Section 7 or 8 for guidance and contact information as appropriate.

Financial ombudsman service

If **you** remain dissatisfied after Lloyd's has considered **your** complaint, or, in any event, after a period of eight weeks from making **your** complaint, **you** may refer **your** complaint to the Financial Ombudsman Service (FOS). The contact details for the FOS are: The Financial Ombudsman Service, Exchange Tower, London E14 9SR. Telephone: 0800 023 4567 (calls to this number are free from "fixed lines" in the UK) or 0300 1239123 (calls to this number are charged at the same rate as 01 and 02 numbers on mobile phone tariffs in the UK). Email: complaint.info@financial-ombudsman.org.uk. Making a complaint does not affect **your** right to take legal action.

Financial Services Compensation Scheme (FSCS)

The subscribing insurers are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if an insurer is unable to meet its obligations to **you** under this contract. If **you** are entitled to compensation from FSCS, the level and extent of the compensation will depend on the nature of this **policy**. Further information about FSCS is available on their website: www.fscs.org.uk or **you** can write to them at PO Box 300, Mitcheldean, GL17 1DY.

Cancellation by you within the first 14 days

You are entitled to cancel this insurance by writing to **your broker** within 14 days of either:

1. The date **you** receive **your policy** documentation; or
2. The start of the **period of insurance**

whichever is the later.

A full return of premium will be made subject to the return of any documents issued and no claim having been made.

Complaints procedure and cancellation of this insurance

Cancellation by you or us after the first 14 days

You can also cancel this **policy** at any time by writing to **your broker**. **We** can cancel this **policy** by giving **you** thirty (30) days' notice in writing. **We** will only do this for a valid reason (examples of valid reasons are as follows):

- if **you** do not pay **your** premium;
- if the risk changes meaning **we** can no longer provide **you** with insurance cover;
- if **you** do not co-operate with **us** or **you** fail to supply any information or documentation **we** request; or
- if **you** behave in a threatening or abusive way or use threatening or abusive language towards **us** or **our** representatives.

Refund of premium

If this **policy** is cancelled at any time, provided **you** have not made a claim, **you** will be entitled to a refund of any premium paid, subject to a deduction for any time for which **you** have been covered. The deduction will be calculated on a proportional basis, by dividing the total premium by the number of days in the **period of insurance** and then multiplying by the number of days **you** were covered. If **we** pay any claim, in whole or in part, then no refund of premium will be allowed.

Section 1 – Buildings

The following cover applies only if **your schedule** shows that it is included.

We will insure the **buildings** or **tenant's improvements** which are fixed to and form part of the structure of **your home** against physical loss or physical damage which happens during the **period of insurance** subject to the exclusions, limitations and conditions of this **policy**.

We will also provide cover for:

1. Alternative accommodation

We will cover **your** reasonable and necessary costs for alternative accommodation, which **we** have agreed to in advance, while **your home** cannot be lived in because of physical loss or physical damage **we** have agreed to pay for under Section 1. This includes accommodation for **your** domestic pets and horses.

We will not pay for alternative accommodation for more than three years.

2. Denial of access

We will cover **your** reasonable and necessary costs for alternative accommodation, which **we** have agreed to in advance, if a local authority or emergency service prohibits **you** from living in **your home** because of physical loss or physical damage to a neighbouring property. This cover only applies if such physical loss or physical damage would have been covered by this insurance had the loss or damage occurred to **your home**. This cover includes accommodation for **your** domestic pets and horses.

We will not pay for alternative accommodation for more than one year.

3. Loss of rent

We will pay for rent that **you** cannot recover as landlord while **your home** cannot be lived in because of physical loss or physical damage **we** have agreed to pay under Section 1.

We will not pay rent for more than three years or for any loss of rent if **we** have already paid a claim under Section 1 for alternative accommodation.

4. Trace and access cover

We will pay for costs incurred to find the source of escape of:

- a) Water, oil or gas from any domestic water or heating installation within the **home** including subsequent repairs to walls, floors and ceilings.
- b) Water from underground service pipes, sewers and drains for which **you** are legally responsible outside the **home** but at the address shown on the **schedule**.

The maximum amount **we** will pay for any one claim is £50,000.

We will not pay if **your home** is **unoccupied**.

5. Underground services

We will pay the cost of repairing domestic fuel pipes, underground services, pipes, cables, sewers and drains for which **you** are legally responsible arising from sudden and unforeseen damage. Cover also extends to include the cost of breaking into and repairing the pipe between the main sewer and **your home** following a blockage provided a specialist contractor has attempted to clear the pipe without success.

Section 1 – Buildings

We will also provide cover for:

6. Increased water charges

We will pay the cost of increased domestic metered water charges **you** have to pay following an escape of water that gives rise to a claim that has been accepted under Section 1.

The maximum amount **we** will pay in total during the **period of insurance** for all insured claims is £10,000.

If **you** claim under Sections 1 and 2, **we** will pay no greater than £5,000 in total under each section.

We will not pay for any loss while the **home** is **unoccupied**.

7. Damage by oil

We will cover the cost of cleaning up and repairing damage to **your buildings** which has been caused by any sudden, unforeseen, unexpected and identifiable oil leakage from any fixed tanks, apparatus or pipes at **your home** which happens during the **period of insurance**.

We will not pay for the cost of extracting oil from land or water, or the cost to remove, restore or replace land or water contaminated by oil or for any loss while the **home** is **unoccupied**.

8. Alterations to the home

We will pay the reasonable cost of alterations to the **home** made necessary due to an identifiable physical injury to **you** (but not **your domestic employees**) caused directly by a sudden and unforeseen accident during the **period of insurance**.

The maximum amount **we** will pay in total during the **period of insurance** for all insured claims is £25,000.

9. The garden

We will pay the cost of replacing damaged plants, lawns (including artificial lawns), bushes, shrubs and trees in the garden of **your home**, caused directly by fire, lightning, explosion, impact by any vehicle or aircraft, theft, vandalism and malicious damage. The garden does not include woods or paddocks or any plants grown on a commercial basis.

The most **we** will pay in total during the **period of insurance** is £25,000 but no greater than £1,000 for any one plant, tree or shrub.

10. Sale of the home

If **you** are selling the **buildings** and **outbuildings** covered under this section, **we** will extend cover to the buyer from the time **you** exchange contracts, or if in Scotland from the date **you** accept the offer of purchase, until completion of the sale or expiry of the insurance whichever is the sooner. This cover is only for physical loss or physical damage which happens during the **period of insurance**.

However, **we** will only do this if the buyer is not insured by, or does not have the benefit of any other insurance. No cover is granted in respect of paragraphs 1 to 14 under Section 1 of this **policy**.

Section 1 – Buildings

We will also provide cover for:

11. New fixtures and fittings prior to installation

We will cover **you** for theft of, or physical damage to new fixtures and fittings, fitted furniture and fitted appliances within the **home** which are waiting to be installed, as long as **you** let **us** know within 21 days of delivery. No cover is given for damage caused while installing the fixtures and fittings or for any fixtures and fittings left in the open.

The maximum amount **we** will pay is £100,000 any one claim.

12. Emergency Access

We will pay the cost of repairing **your home** following forcible entry by the emergency services arising because of a medical emergency.

The maximum amount **we** will pay for any one claim is £5,000.

13. Preventative measures

If **we** have agreed to settle **your** claim for physical loss or physical damage caused by escape of water or **flood**, **we** will also pay towards the cost of a water leak detection and prevention system or flood prevention system intended to mitigate or prevent a future occurrence of the same cause. **We** will only do this if the covered loss **we** have agreed to pay is more than £25,000 and if **we** have given **our** approval to these preventative measures during the claims settlement process.

The maximum amount **we** will pay in total during the **period of insurance** for all insured claims is £5,000.

14. Replacement locks

We will pay the cost of replacing the cost of replacing locks to external doors, safes and burglar alarms **in your home** following the loss or theft of **your** keys during the **period of insurance**. The **policy excess** will not apply to any claim made for this sub-section.

We will not pay for the cost of replacing locks under this section if **we** pay to replace **your** locks under Section 2 of this **policy** as a result of the same incident.

The maximum amount **we** will pay for any one claim is £25,000. The **excess** will not apply to any claim made for this sub-section.

Section 1 – Buildings

What is not insured under Section 1 - Buildings

The general exclusions and the following extra exclusions apply to Section 1 of this insurance **policy**.

Wear, tear, mould and gradual deterioration

We will not pay for loss or damage caused by general wear and tear, mechanical or electrical faults or breakdown, rusting, corrosion, warping, wet or dry rot, damp, mould, fungus, or any dryness, dampness or contamination caused by atmospheric or temperature changes, extremes of temperature or exposure to light or damage that happens gradually.

Animals, vermin and insects

We will not pay for loss or damage caused by termites, rodents, vermin, woodworm, or wood-boring insects, moths or for chewing, scratching, tearing or fouling by domestic pets or commercially kept animals.

Misuse, defective design or workmanship

We will not pay for loss or damage caused by misuse, faulty or defective materials, inherent flaw, latent defect, faulty or defective design, manufacture, specification or workmanship or failure to meet building regulations at the time of construction.

Mechanical and electrical breakdown or failure

We will not pay for loss or damage to an item due to its mechanical breakdown or malfunctioning or to electronic devices, equipment or systems due to mechanical, electrical or electronic failure or breakdown.

Ground water level

We will not pay for any loss or damage, cost or expense caused by a gradual rise in the ground water level including any rise which results in **flood**. (Ground water level is the level below the ground which is completely saturated with water)

Maintenance or decoration

We do not cover the cost of maintenance or routine redecoration.

Deception

We will not pay for loss or damage caused by deception.

Exclusion applicable to subsidence, landslip and heave

We will not pay for loss or damage caused by **subsidence, landslip or heave** of the site upon which the **building** stands;

- caused while the **buildings** or **outbuildings** are undergoing structural repairs, alterations or extensions.
- arising from the use of defective materials, faulty workmanship, specification or design.
- to tennis courts, swimming pools, hot tubs, domestic oil or gas tanks, septic tanks, paved terraces, ornamental fountains and ponds, drives, patios, paths, walls, gates and fences unless the main dwelling is also affected at the same time by the same event.
- to solid floors unless the walls are damaged at the same time.

Section 1 – Buildings

What is not insured under Section 1 – Buildings

The general exclusions and the following extra exclusions apply to Section 1 of this insurance **policy**.

Frost, settlement, shrinkage and erosion

We will not pay for loss or damage caused to the **buildings** or **outbuildings** by frost, **settlement**, shrinkage or expansion or for loss or damage caused by river or coastal erosion.

Exclusion applicable to storm or flood

We will not pay for loss or damage to gates, fences, pergolas, gazebos, arbours, bulkhead, bridge, sea wall, jetty, pier, wharf or dock caused by wind, **storm** or **flood** unless a fallen tree has caused the damage.

We will not pay for the cost of removing fallen trees or branches following a **storm** unless they have caused damage to the **buildings** or **outbuildings**.

Pollution and contamination

Other than the cover provided under 'Damage by Oil' , **we** will not pay;

- for any loss or damage caused by contamination of the air, water, or earth by harmful or potentially harmful substances resulting from a pollutant, contaminant, smog, or industrial or agricultural smoke.
- for the cost of extracting pollutants or contaminants from land or water, or the cost to remove, restore or replace polluted or contaminated land or water.

Unoccupied and / or unfurnished homes

We will not pay for;

- loss or damage caused by water or oil escaping from any fixed water or heating system, washing machine, dishwasher, refrigerator, freezer, water bed or fish tank while **your home** is **unoccupied**.
- loss or damage to the interior of **your** property caused by theft, attempted theft, vandalism or malicious damage while the **home** is **unoccupied**. This exclusion does not apply if all security devices for the protection of the **home** are put into full and effective operation.
- loss or damage while the **buildings** are not furnished enough to be normally lived in unless caused by fire, lightning or explosion, impact, **storm**, **flood** or weight of snow.

Contract works

The following exclusions apply to any building work which has an estimated or quoted value of more than £100,000. Building work includes any application of heat process to **your home**, restoration, renovation, construction, repair, redecoration, maintenance, alteration or other similar work.

We will not pay for:

- Loss or damage arising out of the activities of contractors or sub-contractors who are undertaking building work at **your home**;
- loss of or damage to materials or supplies. This exclusion shall not apply if **we** have given **you our** written agreement to cover such property and only while such property is located within the grounds of **your home**;
- any claim for theft or attempted theft from the **home** while any building work is being carried out at **your home**. This exclusion shall not apply if there are visible signs of forcible or violent entry or exit which has resulted in physical damage to the **buildings** or to the security device(s) used to protect or store **your** possessions;
- loss or damage to any building work until such time as **we** have been notified of its completion and have agreed to the addition of such property to **your policy** together with any increase to **your sum insured** to reflect this change to **your** property.

Section 1 – Buildings

How much we will pay?

We will pay no more than the **sum insured** for **buildings, outbuildings** or **tenant's improvements** for each **home** shown in the **schedule**.

We will pay:

- the cost of repairing, or reinstating the damaged **buildings** subject to the work being carried out. For **tenant's improvements** **we** will decide whether **we** repair or replace the damaged property.
- reasonable and necessary costs incurred for architects, surveyors, consulting engineers, design engineers and legal fees incurred with **our** prior agreement to assist in the repair or reinstatement of the **buildings**.
- the costs incurred to comply with government or local authority requirements provided that:
 - a) the **buildings** were originally constructed according to any government and local authority regulations in force at the time, and;
 - b) **you** received notice of the existing requirement or regulation after the damage happened.
- the cost incurred with **our** prior agreement to clear the site and make safe unless immediate work is required to prevent further damage.

We will not pay for any subsequent loss in value of the **buildings** or **tenant's improvements** insured following payment of a claim under this insurance.

If the **buildings** or **outbuildings** were not in a good state of repair prior to the loss **we** may deduct an amount from **your** claim. This amount will reflect the difference in the value of the **buildings** or **outbuildings** in a good state of repair and the value of the **buildings** or **outbuildings** in the condition they were in prior to the loss. Examples of when **buildings** or **outbuildings** are not in a good state of repair are incomplete building works, rot, damp, mould, infestation, faulty wiring, inadequate plumbing and roof/chimney damage.

Interior design costs

If **you** have employed the services of an interior designer before any claim and **you** can provide **us** with the suitable evidence of such work **we** will also pay the reasonable and necessary costs incurred with **our** prior agreement for interior designers to assist in the repairs to and replication of existing finishes as part of the cost to repair or reinstate the damaged **buildings**. **We** will only provide this cover if the **sum insured** under this section includes these additional costs.

Matching units, suites and flooring

Where items were originally purchased as part of a bathroom suite or kitchen and one individual item is damaged but cannot be matched and an appropriate replacement cannot be sourced, **we** will pay for the replacement cost of accompanying items (excluding kitchen appliances). Where flooring is damaged beyond repair, only the damaged flooring will be replaced and not undamaged flooring in adjoining rooms.

Excess

We will deduct the applicable **excess** before paying **your** claim. If **your** claim relates to an incident of loss or damage that involves more than one **excess** it is the highest applicable **excess** that will be deducted from the total settlement.

If **your** claim is for water damage an **excess** of £500 will apply unless you have chosen to take a higher **excess** in exchange for a discounted premium or we have imposed a higher **excess**.

If a claim is more than £25,000 **we** will not take off any **excess** unless **you** have chosen to take a higher **excess** in exchange for a discounted premium or **we** have imposed a higher **excess**. This waiver does not apply to the **subsidence** or the water damage **excess**.

Section 1 – Buildings

How much we will pay?

Extended replacement

If **your buildings sum insured** has been based on a valuation carried out on **your home** within the last five years by an independent RICS qualified professional valuer or surveyor that has been seen and approved by **us** or if **we** have appointed a surveyor and they have visited **your home** to carry out a rebuild assessment and the **sum insured** for **buildings** reflects this valuation, **we** will pay up to 125% of the **sum insured** for **buildings**.

This extension is subject to the **sum insured** having been index-linked continuously since the date of the valuation and that **you** have told **us** of any subsequent additions, alterations or improvements made to the **buildings** and the **sum insured** has been increased to reflect this work. If the **buildings** are Grade I, II* or Grade A listed (or equivalent) or the valuation is over 5 years old or if **you** have not provided such a valuation, **we** will pay no more than the **sum insured** for each **home** shown in the **schedule**.

Section 2 – Contents

The following cover applies only if **your schedule** shows that it is included.

We will insure **your contents** in the **home**, or anywhere in the world while temporarily removed from the **home**, against physical loss or physical damage which happens during the **period of insurance** subject to the exclusions, limitations and conditions of this **policy**.

We will also provide cover for:

1. Alternative accommodation

We will cover **your** reasonable and necessary costs for alternative accommodation, which **we** have agreed to in advance, while **your home** cannot be lived in because of physical loss or physical damage **we** have agreed to pay for under Section 2. This includes accommodation for **your** domestic pets and horses.

We will not pay for alternative accommodation for more than three years or if **we** have already paid or agreed to pay a claim under Section 1 for alternative accommodation.

2. Loss of rent

We will pay for rent that **you** cannot recover as landlord while **your home** cannot be lived in because of physical loss or physical damage **we** have agreed to pay under Section 2.

We will not pay rent for more than three years or for any loss of rent if **we** have already paid a claim under Section 2 for alternative accommodation.

3. Denial of access

We will cover **your** reasonable and necessary costs for alternative accommodation, which **we** have agreed to in advance, if a local authority or emergency service prohibits **you** from living in **your home** because of physical loss or physical damage to a neighbouring property. This cover only applies if such physical loss or physical damage would have been covered by this insurance had the loss or damage occurred to **your home**. This cover includes accommodation for **your** domestic pets and horses.

We will not pay for alternative accommodation for more than one year or if **we** have already paid or agreed to pay a claim under Section 1 for denial of access.

4. Loss of oil

We will pay for theft or accidental loss of domestic heating fuel from **your** fixed heating fuel tank used for the heating system at **your home** which happens during the **period of insurance**.

The maximum amount **we** will pay in total during the **period of insurance** for all insured claims is £10,000.

We will not pay for any loss while the **home** is **unoccupied**.

5. Damage by Oil

We will cover the cost of cleaning up and repairing damage to **your contents** which has been caused by any sudden, unforeseen, unexpected and identifiable oil leakage from any fixed tanks, apparatus or pipes at **your home** which happens during the **period of insurance**.

We will not pay for the cost of extracting oil from land or water, or the cost to remove, restore or replace land or water contaminated by oil or for any loss while the **home** is **unoccupied**.

Section 2 – Contents

We will also provide cover for:

6. Increased water charges

We will pay the cost of increased domestic metered water charges **you** have to pay following an escape of water that gives rise to an insured loss under Section 2.

The maximum amount **we** will pay for any one claim is £10,000.

If **you** claim under Sections 1 and 2, **we** will not pay more than £5,000 in total under each section

We will not pay for any loss while the **home** is **unoccupied**.

7. Replacement locks

We will pay the cost of replacing locks to external doors, safes and burglar alarms in **your home** following the loss or theft of **your** keys during the **period of insurance**. If the lock to **your home** safe is jammed or inoperable, **we** will also pay the cost for its opening by a qualified locksmith.

We will not pay for the cost of replacing locks under this section if **we** pay to replace **your** locks under Section 1 of this **policy** as a result of the same incident.

The maximum amount **we** will pay for any one claim is £25,000. The **excess** will not apply to any claim made for this sub-section.

8. New Acquisitions

We will allow an increase in the **contents sum insured** of up to 25% (but no greater than £30,000) to cover any items **you** acquire during the **period of insurance**. **We** will only do this if **you** tell **us** about the new possession within 60 days of acquisition and pay an extra premium. This applies separately to each **home** insured under this **policy**.

Any items that are only intended to be in **your** possession for a short period of time, such as presents for other people, are covered automatically for up to 60 days, as long as they do not increase the **contents sum insured** by more than 25%.

9. Visitors' and non-resident domestic employees' possessions

We will cover visitors' and non-resident domestic employees' possessions while in **your home**, that are not insured elsewhere, against physical loss or physical damage which happens during the **period of insurance**.

The maximum amount **we** will pay for any one claim is £5,000.

We will not pay for **jewellery and watches** or **money**.

10. Data retrieval

We will pay for the costs incurred in retrieving **your** personal or **business data** from the computers in **your home** which have suffered damage **we** have agreed to pay under Section 2 of this insurance.

The maximum amount **we** will pay for any one claim is £5,000.

Section 2 – Contents

We will also provide cover for:

11. Money

We will cover **your money** for physical loss or physical damage which happens during the **period of insurance** anywhere in the world.

We will not pay for:

- a. loss or damage to any electronic, online or crypto currency, including Bitcoin, whether such currency exists in a physical form or not;
- b. **money** left in an unattended vehicle,
- c. **money** left in an unattended hotel room or other temporary accommodation. This exclusion shall not apply if the **money** is locked in a safe or safety deposit box,
- d. loss of value, confiscation or shortage due to **your** error or omission; or
- e. any losses not reported to the police within 24 hours of the discovery of the loss.

The maximum amount **we** will pay for any one claim is £5,000.

12. Credit cards

We will pay any amounts, which **you** legally have to pay if **your** personal credit card, charge card, debit card, bankers' card or cash dispenser card has been used without **your** permission after it has been lost or stolen, provided **you** have notified the card issuing company within 24hrs and **you** have followed all the terms under which the bank cards were issued.

The maximum amount **we** will pay for any one claim is £25,000.

13. Contents in storage

We will cover **contents** belonging to **you** that are stored in a furniture depository or professional storage facility against physical loss or physical damage which happens during the **period of insurance** and caused by fire, lightning, explosion, smoke, **storm**, **flood**, theft, attempted theft, collision, impact, civil disturbance, vandalism and/or malicious acts.

We will not pay for **jewellery and watches**.

14. Contents while being professionally removed

We will cover **your contents** for physical loss or physical damage which happens during the **period of insurance** during removal by professional removal contractors between **your home** and any new residence, including a second or holiday home within the **United Kingdom**.

We will not pay for:

- a. China, porcelain, glass or brittle articles that have not been professionally and appropriately packed for transportation; or
- b. any transit outside of the **United Kingdom** without **our** prior agreement; or
- c. **Jewellery and watches**.

Section 2 – Contents

We will also provide cover for:

15. Contents not normally kept at your home

We will cover **contents** belonging to **you** against physical loss or physical damage which happens during the **period of insurance** normally kept at the following locations:

1. Any second or holiday home within the **United Kingdom** lived in by **you** but not covered by this insurance.
2. **Your** place of work within the **United Kingdom**.

We will also cover **personal possessions** belonging to **your** parents or grandparents against physical loss or physical damage which happens during the **period of insurance** whilst they are residing in any nursing or residential care home within the **United Kingdom**.

We will not pay for any claim for theft or attempted theft at any nursing, residential care home or place of work unless there has been a forcible or violent entry or exit that has resulted in physical damage to the buildings or to the security device(s) used to protect or store **your** or **your** parents or grandparents possessions.

The maximum amount **we** will pay for any one claim is £25,000.

16. Replacement of identification and other documents

We will pay for the replacement or reconstitution of identification, title deeds or other personal documents belonging to **you** as a result of physical loss or physical damage covered under Section 2 of this **policy**.

The maximum amount **we** will pay for any one claim is £10,000.

17. Hole in one cover

We will pay £500 toward the cost of celebrating in the event that **you** score a 'hole in one' at an official golfing event during the **period of insurance** provided that **you** submit the scorecard and certificate from the event's match secretary to **us** within 14 days of the event. This cover is not subject to an **excess**.

18. Marquee cover

We will insure a marquee and associated heating, lighting and furnishings that **you** temporarily hire and for which **you** are responsible, whilst at **your home** against physical loss or physical damage which happens during the **period of insurance**.

We will not pay if **you** fail to comply with the manufacturers or owners written instructions and the maximum amount **we** will pay for any one claim is £30,000.

Section 2 – Contents

What is not insured under Section 2 – Contents

The general exclusions and the following extra exclusions apply to Section 2 of this insurance **policy**.

Wear, tear, mould and gradual deterioration

We will not pay for loss or damage caused by general wear and tear, mechanical or electrical faults or breakdown, rusting, corrosion, warping, wet or dry rot, damp, mould, fungus, or any dryness, dampness or contamination caused by atmospheric or temperature changes, extremes of temperature or exposure to light or damage that happens gradually.

Animals, vermin and insects

We will not pay for loss or damage caused by termites, rodents, vermin, woodworm, or wood-boring insects, moths or for chewing, scratching, tearing or fouling by domestic pets or commercially kept animals.

Misuse, defective design or workmanship

We will not pay for loss or damage caused by misuse, faulty or defective materials, inherent flaw, latent defect, faulty or defective design, manufacture, specification or workmanship.

Mechanical and electrical breakdown or failure

We will not pay for loss or damage to an item due to its mechanical breakdown or malfunctioning or to electronic devices, equipment or systems (such as televisions, radios, gaming consoles, DVD players, home computers, and all other audio and video equipment) due to mechanical, electrical or electronic failure or breakdown.

Repair, restoration, renovation or cleaning

We will not pay for any loss or damage caused by or during the process of alteration, renovation, repair, restoration, process of cleaning, dyeing, repair or renovation or while being worked on.

Deception

We will not pay for loss or damage caused by deception other than by any person using deception to gain entry to **your home** or pick pocketing and theft by trickery.

Maintenance or decoration

We do not cover the cost of maintenance or routine redecoration.

Contents and fine art and antiques in the open

We will not pay for loss or damage to **contents**, or **fine art and antiques** other than **outdoor and garden property** left in the open caused by **storm** or **flood** unless specifically designed for outdoor use.

Section 2 – Contents

What is not insured under Section 2 – Contents

The general exclusions and the following extra exclusions apply to Section 2 of this insurance **policy**.

Unoccupied and / or unfurnished homes

We will not pay for;

- loss or damage caused by water or oil escaping from any fixed water or heating system, washing machine, dishwasher, refrigerator, freezer, waterbed or fish tank while **your home** is **unoccupied**.
- loss or damage to the interior of **your** property caused by theft, attempted theft, vandalism or malicious damage while the **home** is **unoccupied**. This exclusion does not apply if all security devices for the protection of the **home** are put into full and effective operation.
- loss or damage while the **buildings** are not furnished enough to be normally lived in unless caused by fire, lightning or explosion, impact, **storm, flood**, or weight of snow.

Contract works

The following exclusions apply to any building work which has an estimated or quoted value of more than £100,000. Building work includes any application of heat process to **your home**, restoration, renovation, construction, repair, redecoration, maintenance, alteration or other similar work.

We will not pay for:

- loss or damage arising out of the activities of contractors or sub-contractors who are undertaking building work at **your home**;
- loss of or damage to materials or supplies. This exclusion shall not apply if **we** have given **you our** written agreement to cover such property and only while such property is located within the grounds of **your home**;
- any claim for theft or attempted theft from the **home** while any building work is being carried out at **your home**. This exclusion shall not apply if there are visible signs of forcible or violent entry or exit which has resulted in physical damage to the **buildings** or to the security device(s) used to protect or store **your** possessions.

Motorised vehicles, trailers and watercraft

We will not pay for;

- loss or damage to any motorised vehicle, trailer or horsebox when used on a public highway.
- loss or damage to drones (or their parts), quad bikes, ride-on lawnmowers, golf buggies, motorcycles or **watercraft** while they are being used.
- loss or damage to drones (or their parts), quad bikes, ride-on lawnmowers, golf buggies, motorcycles or **watercraft** unless kept in a securely locked building when not being used.
- loss or damage to **watercraft** caused by the sinking, swamping, stranding, or collision of a **watercraft** or its trailer, equipment, or outboard motor.

Theft from unattended vehicles

We will not pay for theft from unattended vehicles unless the vehicle has been securely locked, all doors and windows closed, all security devices set, all keys removed and all items are concealed out of sight and / or in the vehicle's glove compartment or boot.

Cryptocurrencies

We will not pay for loss or damage to any electronic, online or crypto currency including Bitcoin and Ether, even where such currency exists in physical form.

Section 2 – Contents

What is not insured under Section 2 – Contents

The general exclusions and the following extra exclusions apply to Section 2 of this insurance **policy**.

Ground water level

We will not pay for any loss or damage, cost or expense caused by a gradual rise in the ground water level including any rise which results in **flood**. (Ground water level is the level below the ground which is completely saturated with water)

Unattended pedal cycles

We will not pay for theft or disappearance of pedal cycles, from any building other than **your home** unless force or violence is used to gain entry or when left unattended away from **your home** unless securely locked.

Wine and spirits collections

We will not pay for;

- loss or damage to wine or spirits directly or indirectly caused by or resulting from:
 - a. substitution or mysterious disappearance;
 - b. bankruptcy or any book-keeping failure of any wine or spirit storage facility;
 - c. leakage, evaporation or natural loss of contents;
 - d. cork fly;
 - e. inherent vice; or
 - f. climatic conditions
- any bottle of wine or spirit which has been opened.
- loss or damage to labels on wine or spirit bottles. This exclusion shall not apply to bottles which are listed individually in the schedule of wines and spirits agreed by **us** and such loss or damage is caused by fire, explosion, flood or escape of water from fixed water tanks, apparatus or pipes.
- loss or damage to labels or to wine or spirits caused by escape of water from fixed water tanks, apparatus or pipes or by **flood**. This exclusion shall not apply to bottles which are stored at a level which is greater than 50cm above the level of the floor.

Sports equipment and guns

We will not pay for loss or damage to guns caused by rusting or bursting barrels or damage to sports equipment, including guns, while being used.

Ivory

We will not pay for loss or damage to ivory or items containing ivory unless supported by an exemption certificate as stipulated within the UK Ivory Act 2018.

Section 2 – Contents

What is not insured under Section 2 – Contents

The general exclusions and the following extra exclusions apply to Section 2 of this insurance **policy**.

Packing and transportation

We will not pay for **fine art and antiques, collectibles**, items of a brittle nature or musical instruments damaged whilst in transit unless securely and adequately packed.

Musical instruments

We will not pay for breakage of strings, drumheads or the breakage of pipes. **We** will also not pay for damage to internal mechanisms including but not limited to valves and transistors unless caused by a single identifiable external event.

We will not pay for theft by any person or persons to whom any musical instrument, equipment or accessories are entrusted or loaned.

Pollution and contamination

Other than the cover provided under 'Damage by Oil' , **we** will not pay;

- for any loss or damage caused by contamination of the air, water, or earth by harmful or potentially harmful substances resulting from a pollutant, contaminant, smog, or industrial or agricultural smoke.
- for the cost of extracting pollutants or contaminants from land or water, or the cost to remove, restore or replace polluted or contaminated land or water.

Section 2 – Contents

How much we will pay

We will at, **our** option, repair or replace or pay **you**, the cost of repairing or replacing any lost or damaged item, pair or set.

We will not **pay** for any reduction in value of the property insured following repair or replacement paid for under this insurance or for any more than the **sum insured** for **contents** stated on **your schedule**.

Specific limits of settlement

The following form part of the total **sum insured** for **your contents** and in the event of a claim, no more than the amounts shown will be paid unless a higher limit has been agreed and stated in **your schedule**. These sums are included in, and will not increase, the **sum insured** stated in **your schedule**.

We will pay up to:

- a) £5,000 for any one pedal cycle.
- b) £30,000 any one claim in respect of **Outdoor and garden property** but in no event more than £15,000 any one claim for any quad bike, motorcycle or golf buggy, trailer, non-motorised horsebox or ride-on lawn mower.
- c) £30,000 any one claim for **business contents**.
- d) £25,000 any one claim for wine and spirits but no more than £1,000 per bottle.
- e) £15,000 any one claim for **watercraft** (including their furnishings, equipment and outboard motors).
- f) £25,000 any one claim for **fine art and antiques**.
- g) £10,000 any one claim for **valuables**.
- h) £25,000 any one claim for theft or disappearance from unattended vehicles.

Interior design costs

If **you** have employed the services of an interior designer before any claim and **you** can provide **us** with the suitable evidence of such work **we** will also pay the reasonable and necessary costs incurred with **our** prior agreement for interior designers to assist in the repairs to and replication of existing finishes as part of the repair or rebuilding of the damaged **tenant's improvements**. **We** will only provide this cover if the **sum insured** under this section includes these additional costs.

We will not pay for the cost of an interior designer under this section if **we** have agreed to pay such costs under Section 1 of this **policy** as a result of the same incident.

Matching Pairs, Sets and Suites

Following loss or damage to a pair, set or part of a larger unit **we** will pay at **our** option, less any **excess** applying, whichever is the lesser of the following:

- a) the cost of repairing the damaged item to its condition immediately prior to the loss
- b) the cost to replace it
- c) the cost to make up the difference between the market value immediately before and after the loss.

When repair is not possible or replacements cannot be matched if **you** surrender the remaining or undamaged portion of the pair, set or unit to **us** and **we** agree to accept, **we** will pay **you** the full replacement cost of the entire pair, set or unit less any **excess** applying up to the market value at the time of the loss.

Section 2 – Contents

How much we will pay

Carpets

Where **we** cannot repair a damaged carpet, **we** will decide whether to replace it with a new one of similar kind and quality or pay the replacement cost of a new one of similar quality. If **we** cannot repair the damaged carpet, **we** will also replace any attached carpet (of the same colour, design and material) in any other parts of the **home**. However, **we** will not pay to replace any undamaged carpet in other parts of the **home** that are separated from the damaged carpet, for example, by means of a door or room divider.

Where floor coverings, except carpets, are damaged beyond repair, only the damaged floor covering will be replaced and not undamaged floor coverings in adjoining rooms.

Wine and Spirits Collections

We will pay up to the current market value of any lost or destroyed bottle of wine or spirit however, the most **we** will pay in respect of any one bottle is £1,000 but in no event will **we** pay more than £25,000 in total for each agreed claim unless **your collection** has been declared to and agreed by **us** for a higher value.

For labels on bottles of wine or spirit that are listed individually in the schedule of wines and spirits agreed by **us**, **we** will decide whether to repair, replace or pay the loss in value of the damaged item. The most **we** will pay in total for a damaged label and any resulting loss in value of the wine or spirit is £1,000 or for specified collections the amount shown for such bottle(s) of wine or spirit in the schedule of wines and spirits agreed by **us** and held by **us** or **your** insurance broker.

Excess

We will deduct the applicable **excess** before paying **your** claim. If **your** claim relates to an incident of loss or damage that involves more than one **excess**, it is the highest applicable **excess** that will be deducted from the total settlement.

If **your** claim is for water damage an **excess** of £500 will apply unless you have chosen to take a higher **excess** in exchange for a discounted premium or we have imposed a higher **excess**.

If a claim is more than £25,000 **we** will not take off any **excess** unless **you** have chosen to take a higher **excess** in exchange for a discounted premium or **we** have imposed a higher **excess**. This waiver does not apply to the **subsidence** or the water damage **excess**.

Section 3 – Fine art and antiques

The following cover applies only if **your schedule** shows that it is included.

We will insure **your fine art and antiques** in the **home**, or anywhere in the world while temporarily removed from **your home**, against physical loss or physical damage which happens during the **period of insurance** subject to the exclusions, limitations and conditions of this **policy**.

Any collection, single item, pair or set valued at £50,000 or wine and spirits collection over £25,000 must be individually **specified** by **you**, supported by inventories, valuations and/or purchase receipts. **You** should be aware that the onus of proof of value rests with **you** in the event of a claim where professional valuations have not been seen and agreed by **us**.

Any items that have not been individually **specified** will be covered as **unspecified** items.

We will also provide cover for:

1. Fine art and antiques in storage

We will cover **fine art and antiques** belonging to **you** that are stored in a furniture depository or professional storage facility against physical loss or physical damage which happens during the **period of insurance** and caused by fire, lightning, explosion, smoke, **storm, flood**, theft, attempted theft, collision, impact, civil disturbance, vandalism and/or malicious acts.

2. Fine art and antiques not usually kept in the home

We will cover **fine art and antiques** belonging to **you** against physical loss or physical damage which happens during the **period of insurance** normally kept at the following locations:

1. Any second or holiday home within the **United Kingdom** owned or lived in by **you** but not covered by this insurance.
2. **Your** place of work within the **United Kingdom**.

We will also cover **fine art and antiques** belonging to **your** parents or grandparents against physical loss or physical damage which happens during the **period of insurance** whilst they are residing in any nursing or residential care home within the **United Kingdom**.

We will not pay for any claim for theft or attempted theft at any nursing, residential care home or place of work unless there has been a forcible or violent entry or exit that has resulted in physical damage to the buildings or to the security device(s) used to protect or store **your** or **your** parents or grandparents' **fine art and antiques**.

The maximum amount **we** will pay for any one claim is £25,000 but no more than £10,000 any one item, pair or set.

3. Fine art and antiques while being professionally removed

We will cover **your fine art and antiques** for physical loss or physical damage occurring during the **period of insurance** during removal by professional removal contractors between **your home** and any new residence, including a second or holiday home within the **United Kingdom**.

We will not pay for items that have not been professionally and appropriately packed for transportation, any transit outside of the **United Kingdom** without prior agreement or for any losses more specifically insured elsewhere.

Section 3 –Fine art and antiques

We will also provide cover for:

4. Temporary removal from bank or safe deposit

Where **you** have told **us** that certain items of **your fine art and antiques** are permanently stored in a bank or safe deposit **we** agree to cover these items against physical loss or physical damage while temporarily removed from such bank or safe deposit but for no longer than 15 days in total during any one **period of insurance**.

The maximum **we** will pay is £50,000 any one claim and in all during the **period of insurance** unless a higher amount has been specifically agreed by **us** and an additional premium paid by **you**.

5. New acquisitions

We will allow an increase in the **sums insured** for **unspecified fine art and antiques** of up to **25%** to cover any items **you** acquire during the **period of insurance**. **We** will only do this if **you** tell **us** about the new possession within 60 days of acquisition and pay an extra premium. This applies separately to each **home** insured under this **policy**.

Any items that are only intended to be in **your** possession for a short period of time, such as presents for other people, are covered automatically for up to 60 days, as long as they do not increase the **unspecified fine art and antiques** by more than 25%.

6. Death of artist

We will increase the insured value of any individually **specified fine art and antiques** listed in the **schedule** if the artist dies during the **period of insurance**. Coverage is granted only on the basis that:

- this extension applies for the six months immediately following the death of that artist;
- **you** can produce an independent professional valuation which is not more than three years old at the time of any physical loss or physical damage **we** have agreed to pay;
- **you** are able to prove the increased value if **you** make a claim for that item.

We will also reimburse **you** up to £30,000 for any costs or expenses **you** have paid but are unable to recover for work on **fine art and antiques** commissioned by **you** which remains incomplete at the time of the artist's death. **We** will only do this if the artist dies during the **period of insurance** and **you** are legally entitled to a refund of such costs or expenses.

The maximum **we** will pay is for increases of up to 200% of the insured value but not more than £100,000 for all item(s).

If **you** are unable to provide evidence of the above costs and expenses that are due to **you** or are unable to provide evidence of a professional valuation or proof of an increase in value then this cover will not apply.

7. Damage by oil

We will cover the cost of cleaning up and repairing damage to **your fine art and antiques** which has been caused by any sudden, unforeseen, unexpected and identifiable oil leakage from any fixed tanks, apparatus or pipes at **your home** which happens during the **period of insurance**.

We will not pay for the cost of extracting oil from land or water, or the cost to remove, restore or replace land or water contaminated by oil or for any loss while the **home** is **unoccupied**.

Section 3 –Fine art and antiques

We will also provide cover for:

8. Defective title

We will pay **you** if, during the **period of insurance**, an individually **specified** item listed in the **schedule** is determined to be not rightfully **your** and **you** are legally required to return it to its rightful owner **we** will cover **you** up to the **sum insured** against any claim which is first made against **you** and notified to **us** during the **period of insurance**. **We** will only provide this cover if **you** bought the item during the period that **your fine art and antiques** has been insured with **us** and before or at the time of purchasing the item **you** made all reasonable enquires about the items history of ownership.

We do not cover items that **you** inherit or that were given to **you**.

We will pay **you** the amount **you** paid for the item , or the **sum insured** if this is less.

The maximum amount **we** will pay in total during the **period of insurance** for all insured claims is £100,000.

9. Emergency relocation

If **your home** becomes uninhabitable because of physical damage **we** have agreed to pay and the safety and security of **your fine art and antiques** is compromised, **we** will pay the cost of transporting **your fine art and antiques** and storing them in a place of secure storage which has been agreed by **us**.

The maximum **we** will pay for any one claim is 20% of the total **sum insured** for **fine art and antiques**. **We** will not pay for storage for more than one year.

What is not insured under Section 3

The general exclusions and the following extra exclusions apply to Section 3 of this insurance **policy**.

Deception

We will not pay for loss or damage caused by deception other than by any person using deception to gain entry to **your home** or pick pocketing and theft by trickery.

Maintenance or decoration

We do not cover the cost of maintenance or routine redecoration.

Wear, tear, mould and gradual deterioration

We will not pay for loss or damage caused by general wear and tear, mechanical or electrical faults or breakdown, rusting, corrosion, warping, wet or dry rot, damp, mould, fungus, or any dryness, dampness or contamination caused by atmospheric or temperature changes, extremes of temperature or exposure to light or damage that happens gradually.

Animals, vermin and insects

We will not pay for loss or damage caused by termites, rodents, vermin, woodworm, or wood-boring insects, moths or for chewing, scratching, tearing or fouling by domestic pets or commercially kept animals.

Section 3 – Fine art and antiques

What is not insured under Section 3

The general exclusions and the following extra exclusions apply to Section 3 of this insurance **policy**.

Misuse, defective design or workmanship

We will not pay for loss or damage caused by misuse, faulty or defective materials, inherent flaw, latent defect, faulty or defective design, manufacture, specification or workmanship.

Mechanical and electrical breakdown or failure

We will not pay for loss or damage to an item due to its mechanical, electrical or electronic failure or breakdown.

Repair, restoration, renovation or cleaning

We will not pay for any loss or damage caused by or during the process of alteration, renovation, repair, restoration, process of cleaning, dyeing, repair or renovation or while being worked on.

Unoccupied and / or unfurnished homes

We will not pay for;

- loss or damage caused by water or oil escaping from any fixed water or heating system, washing machine, dishwasher, refrigerator, freezer, water bed or fish tank while **your home** is **unoccupied**.
- loss or damage to the interior of **your** property caused by theft, attempted theft, vandalism or malicious damage while the **home** is **unoccupied**. This exclusion does not apply if all security devices for the protection of the **home** are put into full and effective operation.
- loss or damage while the **buildings** are not furnished enough to be normally lived in unless caused by fire, lightning or explosion, impact, **storm**, **flood** or weight of snow.

Fine art and antiques in the open

We will not pay for loss or damage to **fine art and antiques** left in the open caused by **storm** unless specifically designed for outdoor use.

Theft from unattended vehicles

We will not pay for theft from unattended vehicles unless the vehicle has been securely locked, all doors and windows closed, all security devices set, all keys removed and all items are concealed out of sight and / or in the vehicle's glove compartment or boot.

Wine collections

We will not pay for loss or damage to wine directly or indirectly caused by or resulting from substitution or mysterious disappearance, bankruptcy or any book-keeping failure of any wine storage facility, evaporation or natural loss of contents, inherent vice, cork-fly or climatic conditions.

Sports equipment and guns

We will not pay for loss or damage to guns caused by rusting or bursting barrels or damage to sports equipment while being used.

Section 3 – Fine art and antiques

What is not insured under Section 3

The general exclusions and the following extra exclusions apply to Section 3 of this insurance **policy**.

Packing and transportation

We will not pay for **fine art and antiques**, items of a brittle nature or musical instruments damaged whilst in transit unless securely and adequately packed.

Musical instruments

We will not pay for breakage of strings, drumheads or the breakage of pipes. **We** will also not pay for damage to internal mechanisms including but not limited to valves and transistors unless caused by a single identifiable external event.

We will not pay for theft by any person or persons to whom any musical instrument, equipment or accessories are entrusted or loaned.

Ivory

We will not pay for loss or damage to ivory or items containing ivory unless supported by an exemption certificate as stipulated within the UK Ivory Act 2018.

Wine and spirits collections

We will not pay for;

- loss or damage to wine or spirits directly or indirectly caused by or resulting from:
 - a. substitution or mysterious disappearance;
 - b. bankruptcy or any book-keeping failure of any wine or spirit storage facility;
 - c. leakage, evaporation or natural loss of contents;
 - d. cork fly;
 - e. inherent vice; or
 - f. climatic conditions
- any bottle of wine or spirit which has been opened.
- loss or damage to labels on wine or spirit bottles. This exclusion shall not apply to bottles which are listed individually in the schedule of wines and spirits agreed by **us** and such loss or damage is caused by fire, explosion, **flood** or escape of water from fixed water tanks, apparatus or pipes.
- loss or damage to labels or to wine or spirits caused by escape of water from fixed water tanks, apparatus or pipes or by **flood**. This exclusion shall not apply to bottles which are stored at a level which is greater than 50cm above the level of the floor.

Ground water level

We will not pay for any loss or damage, cost or expense caused by a gradual rise in the ground water level including any rise which results in **flood**. (Ground water level is the level below the ground which is completely saturated with water).

Section 3 – Fine art and antiques

What is not insured under Section 3

The general exclusions and the following extra exclusions apply to Section 3 of this insurance **policy**.

Pollution and contamination

Other than the cover provided under 'Damage by Oil' **we** will not pay;

- for any loss or damage caused by contamination of the air, water, or earth by harmful or potentially harmful substances resulting from a pollutant, contaminant, smog, or industrial or agricultural smoke.
- for the cost of extracting pollutants or contaminants from land or water, or the cost to remove, restore or replace polluted or contaminated land or water.

Contract works

The following exclusions apply to any building work which has an estimated or quoted value of more than £100,000. Building work includes any application of heat process to **your home**, restoration, renovation, construction, repair, redecoration, maintenance, alteration or other similar work.

We will not pay for:

- loss or damage arising out of the activities of contractors or sub-contractors who are undertaking building work at **your home**;
- any claim for theft or attempted theft from the **home** while any building work is being carried out at **your home**. This exclusion shall not apply if there are visible signs of forcible or violent entry or exit which has resulted in physical damage to the **buildings** or to the security device(s) used to protect or store **your** possessions.

Section 3 – Fine art and antiques

How much we will pay

Specified items

If a **specified** item shown on **your schedule** is lost or destroyed **we** will pay the value agreed by **you** and **us** for the purpose of this insurance only. If the item is partly damaged, **we** will decide whether **we** repair, replace or pay the loss in value of the damaged item.

If a **specified** item has had a valuation from an independent professional valuer within the last three years and the value agreed by **us**, as shown in the **schedule**, reflects this valuation, **we** will insure these items on an increased value basis. **We** will therefore pay the value of the item at the time of its loss even if this more than the agreed value shown on **your schedule**. The most **we** will pay for the increase in value of a **specified** item shown in **your schedule** is an additional 25% of the value **we** have agreed and shown in **your schedule** or £25,000 in total for each incident of loss whichever is the lower.

You must ensure that the agreed value shown in **your schedule** is updated to reflect any re-evaluations, updates or additions.

Unspecified items

For items which are not **specified** in **your schedule**, **we** will decide whether **we** repair, replace or pay **you** for any lost or damaged item. If **we** make a cash payment **we** will pay **you** the current market value of the lost or damaged item.

The most **we** will pay in total for any individual **unspecified** item, pair or set is £50,000.

Wine and Spirits Collections

We will pay up to the current market value of any lost or destroyed bottle of wine or spirit however, the most **we** will pay in respect of any one bottle is £1,000 but in no event will **we** pay more than £25,000 in total for each agreed claim unless **your collection** has been declared to and agreed by **us** for a higher value.

For labels on bottles of wine or spirit that are listed individually in the schedule of wines and spirits agreed by **us**, **we** will decide whether to repair, replace or pay the loss in value of the damaged item. The most **we** will pay in total for a damaged label and any resulting loss in value of the wine or spirit is £1,000 or for specified collections the amount shown for such bottle(s) of wine or spirit in the schedule of wines and spirits agreed by **us** and held by **us** or **your** insurance broker.

Unattended vehicles

The most **we** will pay in respect of theft or disappearance of **fine art and antiques** from unattended vehicles is £25,000 any one claim.

Pairs and sets

Following loss or damage to a pair, set or part of a larger unit, **we** will pay at **our** option, less any **excess** applying, whichever is the lesser:

- a) the cost of repairing the lost or damaged item to its condition immediately prior to the loss
- b) the cost to replace it
- c) the cost to make up the difference between the market value immediately before and after the loss.

When repair is not possible or replacements cannot be matched if **you** surrender the remaining or undamaged portion of the pair, set or unit to **us** and **we** agree to accept, **we** will pay **you** the full replacement cost of the entire pair, set or unit less any **excess** applying either up to the **specified** value or for **unspecified** items the market value at the time of the loss but no greater than £50,000.

Section 3 – Fine art and antiques

How much we will pay

Excess

We will deduct the applicable **excess** before paying **your** claim. If **your** claim relates to an incident of loss or damage that involves more than one **excess**, it is the highest applicable **excess** that will be deducted from the total settlement.

If **your** claim is for water damage an **excess** of £500 will apply unless you have chosen to take a higher **excess** in exchange for a discounted premium or we have imposed a higher **excess**.

If **your** claim is for more than £25,000 **we** will not take off any **excess** unless **you** have chosen to take a higher **excess** in exchange for a discounted premium or **we** have imposed a higher **excess**. This waiver does not apply to the **subsidence** or the water damage **excess**.

Section 4 – Valuables

The following cover applies only if **your schedule** shows that it is included.

We will insure **your valuables** in the **home**, or anywhere in the world while temporarily removed from **your home**, against physical loss or physical damage which happens during the **period of insurance** subject to the exclusions, limitations and conditions of this **policy**.

Any collection, single item, pair or set valued at £25,000 or over for **valuables** must be individually **specified** by **you**, supported by inventories, valuations and/or purchase receipts. **You** should be aware that the onus of proof of value rests with **you** in the event of a claim where professional valuations have not been seen and agreed by **us**.

Any items that have not been individually **specified** will be covered as **unspecified** items.

We will also provide cover for:

1. Temporary removal from bank or safe deposit

Where **you** have told **us** that certain items of **your valuables** are permanently stored in a bank or safe deposit **we** agree to cover these items against physical loss or physical damage while temporarily removed from such bank or safe deposit but for no longer than 15 days in total during any one **period of insurance**.

The maximum **we** will pay is £50,000 any one claim and in all during the **period of insurance** unless a higher amount has been specifically agreed by **us** and an additional premium paid by **you**.

2. New Acquisitions

We will allow an increase in the **sums insured** for **unspecified valuables** of up to **25%** to cover any items **you** acquire during the **period of insurance**. **We** will only do this if **you** tell **us** about the new possession within 60 days of acquisition and pay an extra premium. This applies separately to each **home** insured under this **policy**.

Any items that are only intended to be in **your** possession for a short period of time, such as presents for other people, are covered automatically for up to 60 days, as long as they do not increase the **unspecified valuables sum insured** by more than 25%.

What is not insured under Section 4

The general exclusions and the following extra exclusions apply to Section 4 of this insurance **policy**.

Deception

We will not pay for loss or damage caused by deception other than by any person using deception to gain entry to **your home** or pick pocketing and theft by trickery.

Maintenance

We do not cover the cost of maintenance.

Section 4 – Valuables

What is not insured under Section 4

The general exclusions and the following extra exclusions apply to Section 4 of this insurance **policy**.

Wear, tear, mould and gradual deterioration

We will not pay for loss or damage caused by general wear and tear, mechanical or electrical faults or breakdown, rusting, corrosion, warping, wet or dry rot, damp, mould, fungus, or any dryness, dampness or contamination caused by atmospheric or temperature changes, extremes of temperature or exposure to light or damage that happens gradually. This exclusion does not apply to loss or damage resulting from wear and tear or mechanical failure to a clasp, setting or other fastening, carrier or container.

Animals, vermin and insects

We will not pay for loss or damage caused by termites, rodents, vermin, woodworm, or wood-boring insects, moths or for chewing, scratching, tearing or fouling by domestic pets or commercially kept animals.

Misuse, defective design or workmanship

We will not pay for loss or damage caused by misuse, faulty or defective materials, inherent flaw, latent defect, faulty or defective design, manufacture, specification or workmanship.

Repair, restoration, renovation or cleaning

We will not pay for any loss or damage caused by or during the process of alteration, renovation, repair, restoration, process of cleaning, dyeing, repair or renovation or while being worked on.

Unoccupied and / or unfurnished homes

We will not pay for;

- loss or damage caused by water or oil escaping from any fixed water or heating system, washing machine, dishwasher, refrigerator, freezer, water bed or fish tank while **your home** is **unoccupied** unless **you** keep **your home** heated throughout or **you** shut off and drain fixed water tanks, apparatus and pipes.
- loss or damage to the interior of **your** property caused by theft, attempted theft, vandalism or malicious damage while the **home** is **unoccupied**. This exclusion does not apply if all security devices for the protection of the **home** are put into full and effective operation.
- loss or damage while the **buildings** are not furnished enough to be normally lived in unless caused by fire, lightning or explosion, impact, **storm**, **flood** or weight of snow.

Theft from unattended vehicles

We will not pay for theft from unattended vehicles unless the vehicle has been securely locked, all doors and windows closed, all security devices set, all keys removed and all items are concealed out of sight and / or in the vehicle's glove compartment or boot.

Wearable technology

We will not pay for any loss or damage to wearable technology such as smartwatches, fitness trackers, smart glasses or any such device containing computer technology and designed to be on the surface of the skin, where they detect, analyse and transmit information.

Section 4 – Valuables

What is not insured under Section 4

The general exclusions and the following extra exclusions apply to Section 4 of this insurance **policy**.

Guns

We will not pay for loss or damage to guns caused by rusting or bursting barrels or damage while being used.

Packing and transportation

We will not pay for items lost or damaged whilst in transit unless securely and adequately packed.

Pollution and contamination

We will not pay for any loss or damage caused by contamination of the air, water, or earth by harmful or potentially harmful substances resulting from a pollutant, contaminant, smog, or industrial or agricultural smoke.

Contract works

The following exclusions apply to any building work which has an estimated or quoted value of more than £100,000. Building work includes any application of heat process to **your home**, restoration, renovation, construction, repair, redecoration, maintenance, alteration or other similar work.

We will not pay for:

- loss or damage arising out of the activities of contractors or sub-contractors who are undertaking building work at **your home**;
- any claim for theft or attempted theft from the **home** while any building work is being carried out at **your home**. This exclusion shall not apply if there are visible signs of forcible or violent entry or exit which has resulted in physical damage to the **buildings** or to the security device(s) used to protect or store **your** possessions.

How much we will pay

Specified items

If a **specified** item shown on **your schedule** is lost, destroyed or deemed a total loss **we** will decide whether to replace such item or pay the amount stated in the **schedule** or the market value of the item immediately prior to the loss whichever is the less.

If a **specified** item is partly damaged **we** will decide whether **we** repair or replace the item. If **we** repair the damaged item **we** will also pay any loss in value. The most **we** will pay in total is the amount stated in the **schedule** or the market value of the item immediately prior to the loss whichever is the less.

If a **specified** item has had a valuation from an independent professional valuer within the last three years and the value shown in the **schedule** reflects this valuation, **we** will insure this item on an increased value basis.

We will therefore decide whether to replace such item or pay the value of the item at the time of its loss or damage (if damaged beyond repair) even if this is more than the value shown on **your schedule**. The most **we** will pay for the increase in value of a **specified** item shown in **your schedule** is an additional 25% of the value shown in **your schedule** or £25,000 in total for each incident of loss whichever is the lower.

You must ensure that the agreed value shown in **your schedule** is updated to reflect any re-evaluations, updates or additions.

Section 4 – Valuables

How much we will pay

Specified luxury watches

Where a watch is **specified** for a greater value than the current Manufacturer Suggested Retail Price (MSRP), the basis of settlement in the event of total loss or destruction shall be replacement with an identical or nearest equivalent model up to the **specified sum insured** stated on **your schedule**.

If an identical new watch or an acceptable nearest equivalent model cannot be sourced then the replacement will be with an identical pre-owned watch not exceeding the **specified sum insured**. Should it not prove possible to source either a new watch or a pre-owned replacement, **we** will pay the greater of the following amounts but in no event will **we** pay more than the **specified sum insured** stated on **your schedule**:

- a) the retail replacement cost of the watch as new at the time of the loss or if the exact watch is no longer available, the retail replacement cost of the nearest equivalent model as new;
- b) the price that **you** paid for the watch, if **you** purchased the watch pre-owned.

Unspecified items

For items which are not **specified** in **your schedule**, **we** will decide whether **we** repair, replace or pay **you** for any lost or damaged item. If **we** make a cash payment **we** will pay **you** the current market value of the lost or damaged item.

The most **we** will pay in total for any individual **unspecified** item, pair or set is £25,000.

Jewellery and watches theft restriction

We will pay no more than £25,000 for any one item, pair or set and no more than £100,000 for any one claim in respect of theft or disappearance unless at the time of the loss the item(s) were either:

1. being worn by **you**, or;
2. carried by hand and under **your** personal supervision,
3. in a locked home safe; or
4. deposited in a bank or safety deposit vault.

If **you** are staying in a hotel or motel and **you** leave **your** room unattended the most **we** will pay for theft or disappearance from **your** unattended room is £25,000 in total for any one claim.

The above room limitation does not apply if, at the time of the loss, the item(s) were kept in a locked room safe or the principle safe of the hotel or motel.

Unattended vehicles and baggage

The most **we** will pay in respect of theft or disappearance of **jewellery and watches** from unattended vehicles or from baggage that is not being carried by **you** and under **your** personal supervision is £10,000 any one claim.

Section 4 – Valuables

How much we will pay

Pairs and sets

Following loss or damage to a pair, set or part of a larger unit, **we** will pay at **our** option, less any **excess** applying, whichever is the lesser:

- a) the cost of repairing the lost or damaged item to its condition immediately prior to the loss
- b) the cost to replace it
- c) the cost to make up the difference between the replacement value immediately before and after the loss.

When repair is not possible or replacements cannot be matched if **you** surrender the remaining or undamaged portion of the pair, set or unit to **us** and **we** agree to accept, **we** will pay **you** the full replacement cost of the entire pair, set or unit less any **excess** applying either up to the **specified** value or for **unspecified** items the replacement value at the time of the loss but no greater than £25,000 for **valuables**.

Excess

We will deduct the applicable **excess** before paying **your** claim. If **your** claim relates to an incident of loss or damage that involves more than one **excess**, it is the highest applicable **excess** that will be deducted from the total settlement.

If **your** claim is for water damage an **excess** of £500 will apply unless you have chosen to take a higher **excess** in exchange for a discounted premium or we have imposed a higher **excess**.

If **your** claim is for **jewellery and watches** or for more than £25,000 **we** will not take off any **excess** unless **you** have chosen to take a higher **excess** in exchange for a discounted premium or **we** have imposed a higher **excess**.

Section 5 – Legal liability to the public

This section applies only if **your policy schedule** shows that either the **buildings** are insured under Section 1 or the **contents** are insured under Section 2 of this insurance.

We will provide cover for your legal liability:

Legal Liability to the Public Part A

This section applies in the following way:

- i) if the **buildings** only are insured, **your** legal liability as owner is covered under Part A(1) below only.
- ii) if the **contents** only are insured, **your** legal liability as occupier is covered under Part A(1) and Part A(2) below.

if the **buildings** and **contents** are insured, **your** legal liability as owner or occupier is covered under Part A(1) and Part A(2) below.

We will pay for **your** legal liability:

1. as owner or occupier for any amounts **you** become legally liable to pay for:
 - i) **bodily injury** to another person
 - ii) damage to property belonging to another person
caused by an accident which happens in or about your **home** during the **period of insurance**,

OR

2. as a private individual for any amounts **you** become legally liable to pay for
 - i) **bodily injury** to another person
 - ii) damage to property belonging to another person

caused by an accident happening anywhere in the world during the **period of insurance**

Legal Liability to the Public Part B – Unsatisfied Court Judgements

We will pay for amounts which **you** have been awarded in a personal capacity during the **period of insurance** by a court in the **United Kingdom** and which still remain outstanding three (3) months after the award has been made provided that:

- i) Part A(2.) of this section would have paid on **your** behalf had the award been made against **you** rather than to **you**
- ii) there is no appeal pending
- iii) **you** agree to allow **us** to enforce any right which **we** will become entitled to upon making payment

Legal Liability to the Public Part C – Defective Premises Cover

We will pay for any amount **you** become legally responsible for under Section 3 of the Defective Premises Act 1972 or Article 5 of the Defective Premises (Northern Ireland) Order 1975 or any amending legislation in connection with any home previously owned and occupied by **you**.

We will not pay for the cost of repairing any fault or alleged fault.

Section 5 – Legal liability to the public

What is not insured under Section 5

Exclusions applying to Legal Liability to the Public Part A

The general exclusions and the following extra exclusions apply to Section 4 of this insurance **policy**.

This insurance does not cover **your** legal liability:

1. for **bodily injury** to
 - i) **you**
 - ii) any other person permanently living at the **home**
 - iii) any person who at the time of their injury is employed by **you** and such injury arises from their work for **you**
2. for **bodily injury** arising directly or indirectly from any disease, illness or virus that **you** pass on to another person
3. arising out of any criminal or violent act to another person or property
4. for loss of or damage to property which is owned by **you** or is in **your** or **your** employees care other than physical damage to property for which **you** are legally liable to the owner as a tenant. The maximum amount **we** will pay for any one claim is £1,000,000.
5. for any act or incident in Canada or the United States of America if **you** have been in either or both countries for more than sixty (60) days in total during the **period of insurance**
6. arising out of **your** profession, occupation, business or employment
7. arising under any contract **you** have entered into, unless **you** would have been legally liable if the contract had not existed.
8. arising out of **your** ownership, possession or use of:
 - a. any motorised or horse drawn vehicle or caravan other than wheelchairs, mobility scooters, electric scooters, electric bikes, golf buggies or domestic gardening equipment provided that such items are used in accordance with all applicable laws and regulations. However **we** will not pay for any damages arising from the ownership, possession or use of any vehicle which is required to hold insurance under any compulsory motor insurance laws, rules or regulations.
 - b. from any motorised vehicle used for or involved with any racing, rallies, trials, pace making or speed testing
 - c. any aircraft or watercraft (including models and drones) other than sailboards, surfboards, rowing boats, hand propelled boats and other non-motorised watercraft which are less than 16 feet in length.
 - d. any animal other than cats, horses, or dogs which are not labelled as “specially controlled dogs” under the Dangerous Dogs Act , The Dangerous Dogs (Northern Ireland) Order 1991 or Dangerous Dogs Amendments 1997 and 2014, the Control of Dogs (Scotland) Act 2010 or any similar or successor legislation.
9. in respect of any kind of pollution and/or contamination unless it is:
 - a. caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** within the boundaries of the insured address shown in **your policy schedule**; and
 - b. arising out of **your** ownership, occupation, possession or use of any land or building that is not within the boundaries of the insured address shown in **your policy schedule**.

and **you** tell **us** about the accident as soon as possible but not later than 30 days after the end of the **period of insurance** and **you** prove to **us** that the pollution or contamination was caused immediately after the accident by a sudden, unexpected and identifiable release of pollutants or contaminants.

Section 5 – Legal liability to the public

What is not insured under Section 5

Exclusions applying to Legal Liability to the Public Part A

10. arising from the ownership, possession or use of any unlicensed firearm.
11. arising from **you** performing or failing to perform professional services, including advice, for which **you** are legally responsible or licensed.
12. arising out of the activities of any contractors or subcontractors undertaking any building work to **your home** which has an estimated or quoted value of more than £100,000.

How much we will pay

In respect of:

Legal Liability to the Public Part A

We will pay up to £5,000,000 any one accident or series of accidents arising out of any one event plus the costs and expenses incurred by **you** with **our** written consent.

We will pay up to £1,000,000 in respect of pollution and/or contamination caused by a sudden, identified, unexpected and unforeseen accident which happens in its entirety at a specific moment of time during the **period of insurance** within the boundaries of the insured address shown in **your policy schedule**.

Legal Liability to the Public Part B – Unsatisfied Court Judgements

We will pay up to £5,000,000 any one accident or series of accidents arising out of any one event plus the costs and expenses incurred by **you** with **our** written consent.

Legal Liability to the Public Part C – Defective Premises Cover

The most **we** will pay in any one **period of insurance** is £5,000,000.

If **you** have a claim which is covered under parts A and C, the most **we** will pay in total for the combined claim is £5,000,000.

Section 6 – Legal liability to domestic employees

This section applies only if the **contents** are insured under Section 2.

We will provide cover for **your** legal liability:

We will cover **you** against any claim for damages which **you** may legally have to pay in respect of accidental **bodily injury** occurring during the **period of insurance** to **your domestic employees**.

The accidental **bodily injury** must arise from the work the **domestic employees** are employed to do for **you** in the **United Kingdom** or while on temporary trips abroad from the **United Kingdom**. This includes costs and expenses incurred by **you** with **our** written consent to defend the claim. All claims caused by one accident are agreed to be one claim, however many of **you** may be legally liable for the accident.

What is not insured under section 6

We do not cover **your** liability arising directly or indirectly;

1. from any motorised or horse drawn vehicle or caravan other than wheelchairs, mobility scooters, electric scooters, electric bikes, golf buggies or domestic gardening equipment provided that such items are used in accordance with all applicable laws and regulations. However **we** will not pay for any damages arising from the ownership, possession or use of any vehicle which is required to hold insurance under any compulsory motor insurance laws, rules or regulations.
2. from any work **your** employees do for **you** other than domestic duties relating to **your home** and its gardens.
3. from **bodily injury** which is payable or should be payable by reason of any workman's compensation scheme, social security scheme or similar insurance scheme which is in connection with or due to employment
4. from work **your domestic employees** do for **you** in Canada or the United States of America after the total period of stay has exceeded sixty (60) days in total during the **period of insurance**
5. from any self-inflicted injury or illness.

We do not cover any amounts **you** are liable to pay from any judgment or award given or made from any courts outside the **United Kingdom** or any member state of the European Union.

How much we will pay

We will not pay more than £10,000,000 for any one accident or series of accidents arising out of any one event including costs and expenses which **we** have agreed in writing in advance.

Section 7 – Family legal costs and identity fraud protection insurance

Family legal costs and identity fraud protection insurance provides:

- Assistance helplines including 24/7 legal and tax advice
- Total legal – Discounted legal services and online document templates
- Insurance for legal costs for certain types of disputes.

Assistance helpline and legal services

Legal and tax helpline

You can use the helpline service 24 hours a day, seven days a week to discuss any legal or taxation problem which happens in the United Kingdom, the Channel Islands and the Isle of Man and during the **period of Insurance**.

Simply telephone 0344 770 1040 and quote “Beazley”.

Telephone calls may be recorded and/or monitored for both **your** and **our** protection. **Lifestyle counselling helpline**

This service can help with a range of problems from practical everyday matters to sensitive or emotional issues. **Our** specialists will help **you** deal with personal relationship problems, problems with colleagues in the workplace and other issues affecting **your** general wellbeing.

Counsellors and information specialists are also trained to help **you** with practical problems like debt.

You can access the lifestyle counselling helpline on **0344 770 1036**.

Additional legal services

In this package **our** aim is to provide a wide ranging insured legal service. Inevitably there are areas where it is not possible to insure legal costs in particular those which everybody at some time faces, but which are nevertheless often expensive and sometimes unexpected. Examples are:

- Legal costs arising from the sale or purchase of the home and re-mortgaging
- Divorce and child custody issues
- Wills and probate.

To help **you** deal with these and other matters which may arise **we** are able to give **you** access to discounted legal services provided by **us** in partnership with **our** panel solicitors. **Our** panel solicitors are one of the country’s leading law firms with expertise in all areas where assistance is likely to be required.

If **you** would like to make use of the service please contact the number above for an initial telephone consultation which will be provided at no cost to **you**. **Our** panel solicitors will give **you** a quotation for the likely cost of their representation and it will then be **your** decision whether **you** appoint them to act for **you**.

Section 7 – Family legal costs and identity fraud protection insurance

Legal Assistance Portal

As well as **your** Legal Expenses cover, **you** can use **our** online Legal Assistance Portal.

This will give **you**:

- Online legal document templates that can provide **you** with a wide range of legal documents including those that can help **you** with legal problems **you** have under **your** cover such as consumer or property disputes, as well as general legal template documents such as Will's, Tenancy Agreements etc.
- Access to **our** 'Advice Tree' - **our** legal encyclopaedia with guidance pages on areas of law under **your** cover such as employment disputes or injury claims
- Legal Assistance Helpline Booking Service so that **you** can arrange for one of **our** legal advisers to call **you**
- Access to **our** Online Claim System if **you** have spoken to a legal adviser and need to start a claim under **your** cover
- Access to Online Chat if **you** need to speak to one of **our** First Response agents for help or advice using any of **our** services

You can find this service by visiting legalassistanceportal.arclegal.co.uk where **you** can register **your** details and use this service.

Terms of cover

This cover is managed and provided by Arc Legal Assistance Limited. The insurance parts of this section are underwritten by AmTrust Specialty Limited and **we** act on their behalf.

If a claim is accepted under this insurance, **we** will appoint **our** panel solicitors, or their agents, to handle **your** case. **You** are not covered for any other legal representatives' fees unless it is necessary to start court proceedings or a **conflict of interest** happens. Where it is necessary to start court proceedings or a **conflict of interest** happens and **you** want to use a legal representative that you choose yourself, **we** will not pay **advisers'** which are more than (a) **our standard advisers' costs**; or (b) the amount recoverable under the Civil Procedure Fixed Recoverable Costs Regime, whichever is the lower amount.

Your Family Legal Protection covers **costs** set out under the separate sections of cover, less any **excess** up to the **maximum amount payable** where:

- a) The **insured event** happens during the **period of insurance** and within the **territorial limits** and
- b) The **legal action** takes place within the **territorial limits**.

This insurance does not provide cover where something **you** do or fail to do has a negative impact on **your** position or the position of the **insurer** in connection with the **legal action**.

Section 7 – Family legal costs and identity fraud protection insurance

Important conditions

If **your** claim is covered under a section of this policy and no exclusions apply then it is vital that **you** comply with the conditions of this policy in order for **your** claim to proceed. The conditions that apply to this section are contained under the 'Conditions' section below and should be read carefully. Some of the main conditions to this insurance are :

Prospects of success

There must a 51% or higher chance of winning the case and achieving a positive outcome. A positive outcome includes, for example, recovering the amount of money at stake, enforcing a judgment or achieving an outcome is in **your** best interests. The assessment of **your** claim and the prospects of its success will be carried out by an independent **adviser**. If the **adviser** determines that there is not a 51% or higher chance of success then **we** may decline or stop giving support for **your** case.

Proportional costs

An estimate of the **costs** to deal with **your** claim must not be more than the amount of money in dispute. The estimate of the **costs** will be provided with the assessment of **your** case and will be carried out by the independent **adviser**. If the estimate exceeds the amount in dispute then **we** may decline or stop giving support for **your** case.

Giving the Insurer all the important information

When the **insurer** accepts **your** application for this insurance, it relies on the information **you** give. **You** must take reasonable care to give full answers to the questions asked when **you** take out, or make changes to, **your** policy. If the information provided by **you** is not complete and accurate, **your** cover might be affected and:

- the **insurer** might cancel **your** policy and refuse to pay any claim or
- the **insurer** might not pay any claim in full.

We will write to **you** if the **insurer**:

- intends to cancel **your** policy; or
- needs to amend the terms of **your** policy; or needs **you** to pay more for **your** insurance.

If **you** become aware that information **you** have given is incomplete or inaccurate, **you** must tell **us**.

Freedom of Choice

You can choose **your** own **adviser** to act for **you** when it is likely that court proceedings might need to be started. If **you** do this, **we** will only pay **standard advisers' costs** up to the **maximum amount payable** (which **we** have the right to change from time to time).

Section 7 – Family legal costs and identity fraud protection insurance

Definitions

Where the following words appear in bold they have these special meanings. The definitions contained here should be read in conjunction with those that apply to the whole policy. For the purposes of this section of the policy, if a term is defined in this section and elsewhere in the policy, the definition in this section will be used.

For all sections except crisis response & incident management, restoration & credit monitoring:

Adviser	Our specialist panel solicitors or accountants or their agents appointed by us to act for you , or, (provided we agree), where it is necessary to start court proceedings or a conflict of interest happens, another legal representative chosen by you .
Advisers' costs	Legal or accountancy fees and disbursements paid by the adviser .
Adverse costs	Third party legal costs awarded against you which will be paid on the standard basis of assessment provided that these costs arise after written acceptance of a claim.
Conditional fee agreement	An agreement between you and the adviser or between us and the adviser which sets out the terms under which the adviser will charge you or us for their own fees.
Conflict of interest	Situations where we administer and/or arrange legal expenses insurance on behalf of any other party in the dispute which is the subject of a claim under this insurance.
Contract of employment	A contract of service, whether express or implied, and (if it is express) whether oral or in writing.
Costs	Standard advisers' costs and adverse costs .
Data Controller	The party which decides the purpose for, and the manner in which, personal data are, or are to be, processed.
Data protection legislation	The relevant data protection legislation in force within the territorial limits where this cover applies at the time of the insured event .
Domestic employee	A person who is employed to carry out domestic duties in your household.
Employee	An individual who has entered into or works under (or, where the employment has ceased, worked under) a contract of employment .
Excess	The amount that you must pay towards the cost of any claim as stated below: Property infringement section: £200 All other sections: Nil
	The excess will be paid to, and at the request of, the adviser .

Section 7 – Family legal costs and identity fraud protection insurance

HM Revenue & Customs full enquiry	An extensive examination by HM Revenue & Customs under Section 9A of the Taxes Management Act 1970 into all aspects of your PAYE income or gains.										
Home	Service Occupancy: Any property which you own and have employees residing in. All other sections: Your home										
Identity fraud	A person or group of persons knowingly using a means of identification belonging to you without your knowledge or permission with intent to commit, or assist another to commit, an illegal act.										
Insured event	The incident (or the start of a transaction, or series of incidents), which might lead to a claim (or claims) being made under the terms of this insurance.										
Insured property	The property or properties shown in the insurance schedule and declared to the insurer .										
Insurer	AmTrust Specialty Limited.										
Legal action(s)	<ul style="list-style-type: none"> a) The pursuit or defence of civil legal cases for damages and/or injunctions, specific performance or; b) The defence of criminal prosecutions to do with your employment; or c) The defence of motor prosecutions 										
Legal helpline	The service provided by our panel solicitors on our behalf which enables you to obtain advice on any matter which may give rise to a claim under this insurance.										
Maximum amount payable	We will pay up to £100 per hour plus VAT up to the maximum amount payable in respect of an insured event as stated below: <table> <tr> <td>Jury service:</td> <td>£5,000</td> </tr> <tr> <td>Identity fraud:</td> <td>£15,000</td> </tr> <tr> <td>Personal injury:</td> <td>Where the insured event occurs in the United Kingdom, the Isle of Man and the Channel Islands £100,000</td> </tr> <tr> <td>Personal injury:</td> <td>Where the insured event occurs in the rest of the World £25,000</td> </tr> <tr> <td>All other sections:</td> <td>£150,000</td> </tr> </table>	Jury service:	£5,000	Identity fraud:	£15,000	Personal injury:	Where the insured event occurs in the United Kingdom, the Isle of Man and the Channel Islands £100,000	Personal injury:	Where the insured event occurs in the rest of the World £25,000	All other sections:	£150,000
Jury service:	£5,000										
Identity fraud:	£15,000										
Personal injury:	Where the insured event occurs in the United Kingdom, the Isle of Man and the Channel Islands £100,000										
Personal injury:	Where the insured event occurs in the rest of the World £25,000										
All other sections:	£150,000										
Period of insurance	This insurance provides cover for the same period covered by the insurance product or benefit to which it sits alongside. To be clear, if the underlying insurance policy is cancelled, suspended or withdrawn, this legal expenses insurance will also be cancelled, suspended or withdrawn										

Section 7 – Family legal costs and identity fraud protection insurance

Standard advisers' costs	The level of advisers' costs that would normally be incurred in using a specialist panel solicitor or their agents as defined in the maximum amount payable and may, if we wish, change from time to time.
Territorial limits	<p>Personal injury, social media defamation and personal identity fraud sections of cover: Worldwide</p> <p>Consumer pursuit and consumer defence: the United Kingdom, , The European Union, the Isle of Man, the Channel Islands, Albania, Andorra, Bosnia Herzegovina, Gibraltar, Iceland, Liechtenstein, Macedonia, Monaco, Montenegro, Norway, San Marino, Serbia, Switzerland and Turkey.</p> <p>All other sections: the United Kingdom, the Isle of Man and the Channel Islands.</p>
We/us/our	Arc Legal Assistance Limited.
You/your/yourself	Any person who has paid the premium, or on whose behalf the premium has been paid and been declared to us by your insurance advisor and is permanently resident at the property covered under the household insurance to which this cover attaches. Cover also applies to your family members resident with you . If you die your personal representatives will be covered to pursue or defend cases covered by this insurance on your behalf that arose prior to or out of your death.

Cover

Consumer pursuit

What is insured:

Costs to pursue a **legal action**, resulting from an **insured event**, following a breach of a contract **you** have for buying or renting goods or services for **your** private use. The contract must have been made after **you** first purchased this insurance unless **you** have held this or equivalent cover with **us** or another insurer continuously from or before the date on which the agreement was made.

What is not insured:

Claims

- a) where the amount in dispute is below £250 plus VAT
- b) where the breach of contract occurred before **you** purchased this insurance
- c) involving a vehicle owned by **you** or which **you** are legally responsible for
- d) resulting from a dispute with any government, public or local authority
- e) resulting from the purchase or sale of the **insured property**
- f) relating to a lease tenancy or licence to use property or land
- g) relating to a dispute about either the amount an insurance company should pay to settle an insurance claim or the way a claim should be settled
- h) relating to a dispute with any financial services supplier arising from the sale or performance of products and services offered or provided to **you**
- i) directly or indirectly arising from planning law
- j) directly or indirectly arising from constructing buildings or altering their structure for **your** use.
- k) for, or related to, professional negligence

Section 7 – Family legal costs and identity fraud protection insurance

Consumer defence

What is insured:

Costs to defend a **legal action**, resulting from an **insured event**, brought against **you** following a breach of a contract **you** have for selling **your** own personal goods. The contract must have been made after **you** first purchased this insurance unless **you** have held this or equivalent cover with **us** or another insurer continuously from or before the date on which the agreement was made.

What is not insured:

Claims

- a) where the amount in dispute is below £250 plus VAT
- b) where the breach of contract occurred before **you** purchased this insurance
- c) involving a vehicle owned by **you** or which **you** are legally responsible for
- d) resulting from a dispute with any government, public or local authority
- e) resulting from the sale or purchase of the **insured property**
- f) relating to a lease tenancy or licence to use property or land.

Personal injury

What is insured:

Costs to pursue a **legal action**, resulting from an **insured event**, following an accident resulting in **your** personal injury or death against the person or organisation directly responsible.

If the **legal action** is going to be decided by a court in England or Wales and the damages **you** are claiming are above the small claims track limit, the **adviser** must enter into a **conditional fee agreement** which waives their own fees if **you** fail to recover the damages that **you** are claiming in the **legal action** in full or in part. If the damages **you** are claiming are below the small claims track limit **advisers' costs** will not be covered but **you** can access the **legal helpline** for advice on how to take **your** case further.

What is not insured:

Claims

- a) resulting from medical or clinical treatment, advice, assistance or care
- b) for stress, psychological or emotional injury
- c) for illness, personal injury or death caused gradually and not caused by a specific sudden event
- d) involving a vehicle owned or driven by **you**.

Clinical negligence

What is insured:

Costs to pursue a **legal action**, resulting from an **insured event**, for damages following clinical negligence resulting in **your** personal injury or death against the person or organisation directly responsible.

If the **legal action** is going to be decided by a court in England or Wales and the damages **you** are claiming are above the small claims track limit, the **adviser** must enter into a **conditional fee agreement** which waives their own fees if **you** fail to recover the damages that **you** are claiming in the **legal action** in full or in part. If the damages **you** are claiming are below the small claims track limit **advisers' costs** will not be covered but **you** can access the **legal helpline** for advice on how to take **your** case further.

What is not insured:

Claims for stress, psychological or emotional injury unless it arises from **you** suffering physical injury.

Section 7 – Family legal costs and identity fraud protection insurance

Employment disputes

What is insured:

- a) **Standard advisers' costs** to pursue a **legal action**, resulting from an **insured event**, against an employer or ex-employer for breach of **your contract of employment** as an **employee**.
- b) **Costs** to defend a **legal action**, resulting from an **insured event**, brought against **you** by a **domestic employee** alleging unfair dismissal.

What is not insured:

Claims

- a) where the breach of contract occurred within the first 90 days after **you** first purchased this insurance unless **you** have held equivalent cover with **us** or another insurer continuously for a period of at least 90 days leading up to when the breach of contract first occurred
- b) for a dispute with an employer or ex-employer unless it is pursued in an employment tribunal (or its equivalent in Scotland, Northern Ireland, the Channel Islands or the Isle of Man)
- c) for **standard advisers' costs** of any disciplinary investigatory or grievance procedure connected with **your contract of employment** or the costs associated with any settlement agreement
- d) where the breach of contract is alleged to have commenced or to have continued after termination of **your** employment
- e) for an allegation of less favourable treatment between men and women in terms of pay and conditions of employment
- f) for **costs** to defend a **legal action** brought against **you** by a **domestic employee** alleging unfair dismissal if **you** have not sought and followed the advice of the legal helpline as to the procedure to be adopted. See the customer services information – how to make a claim section for further details on the authorisation required from the legal helpline.

Property infringement

What is insured:

Costs to pursue a **legal action**, resulting from an **insured event**, for nuisance or trespass against the person or organisation infringing **your** legal rights in relation to the **insured property**.

What is not insured:

Claims

- a) where the nuisance or trespass started within the first 180 days after **you** first purchased this insurance unless **you** have held equivalent cover with **us** or another insurer continuously for a period of at least 180 days leading up to when the nuisance or trespass first started
- b) in respect of works undertaken or to be undertaken by or under the order of any government or public or local authority
- c) for adverse possession
- d) in respect of a contract **you** have entered into
- e) directly or indirectly arising from planning law
- f) directly or indirectly arising from constructing buildings or altering their structure for **your** use

Section 7 – Family legal costs and identity fraud protection insurance

Property infringement

What is not insured:

Claims

- g) directly or indirectly arising from:
 - i) subsidence meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building
 - ii) heave meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground
 - iii) land slip meaning downward movement of sloping ground
 - iv) mining or quarrying.

Property damage

What is insured:

Costs to pursue a **legal action**, resulting from an insured event, for damages against a person or organisation that causes physical damage to the **insured property**. The damage must have been caused after **you** first purchased this insurance.

What is not insured:

Claims

- a) in respect of works undertaken or to be undertaken by or under the order of any government or public or local authority
- b) in respect of a contract **you** have entered into
- c) directly or indirectly arising from planning law
- d) directly or indirectly arising from constructing buildings or altering their structure for **your** use
- e) directly or indirectly arising from:
 - i) subsidence meaning downward movement of the ground beneath buildings where the movement is unconnected with the weight of the building
 - ii) heave meaning the upward or sideways movement of the site on which buildings are situated caused by swelling of the ground
 - iii) land slip meaning downward movement of sloping ground
 - iv) mining or quarrying.

Property sale and purchase

What is insured:

Costs to pursue or defend a **legal action**, resulting from an **insured event**, arising from a breach of a contract for the sale or purchase of the **insured property**. The purchase or sale must have commenced at least 180 days after **you** first purchased this insurance unless **you** have held this or equivalent cover with **us** or another insurer continuously from or before the date on which the agreement was made.

Section 7 – Family legal costs and identity fraud protection insurance

Property sale and purchase

What is not insured:

Claims

- a) where **you** have purchased this insurance after the date **you** completed the sale or purchase of the **insured property**
- b) where the amount in dispute is less than £250 plus VAT
- c) directly or indirectly arising from planning law
- d) directly or indirectly arising from constructing buildings or altering their structure for **your** use.

Motor prosecution defence

What is insured:

Standard advisers' costs to defend a **legal action**, resulting from an **insured event**, in respect of a motoring offence, arising from **your** use of a vehicle.

Pleas in mitigation are covered where there is a 51% or higher prospect of such plea materially affecting the likely outcome.

What is not insured:

Claims

- a) for alleged road traffic offences where **you** did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving whilst under the influence of alcohol or non-prescribed drugs
- b) for **standard advisers' costs** where **you** are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy
- c) for parking offences which cannot lead to penalty points on **your** licence
- d) for **standard advisers' costs** incurred in excess of any costs **you** are able to recover under a Defendants Costs Order.

Tax

What is insured:

Standard advisers' costs, resulting from an **insured event**, incurred by an accountant if **you** are subject to an **HM Revenue and Customs full enquiry** into **your** personal Income Tax position, provided that the **insured event** arises on the date that **you** or **your** adviser are contacted, either verbally or in writing, by the relevant department of HM Revenue & Customs advising **you** of either dissatisfaction with **your** returns, or amounts paid, or giving notice of intention to investigate. **This cover applies only if you have:**

- a) maintained proper, complete, truthful and up to date records
- b) made all returns at the due time without having to pay any penalty
- c) provided all information that HM Revenue and Customs requires.

Section 7 – Family legal costs and identity fraud protection insurance

Tax

What is not insured:

Claims

a) Where:

- i) deliberate misstatements or omissions have been made, to the authorities
- ii) income has been under-declared because of false representations or statements by **you**
- iii) **you** are subject to an allegation of fraud.

b) for **standard advisers' costs** for any amendment after the tax return has initially been submitted to HM Revenue and Customs

c) for enquiries into aspects of **your** tax return (Aspect Enquiries).

Personal identity fraud

What is insured:

Costs to pursue actions in the territorial limits relating to a single act, or the start of a series of single acts, against **you** by one person or group of people:

- a) to defend **your** legal rights and/or take steps to remove County Court Judgments against **you** that have been obtained by an organisation from which **you** are alleged to have purchased, hired or leased goods or services. Cover is only available if **you** deny having entered in to the contract and allege that **you** have been the victim of **identity fraud**
- b) to deal with all organisations that have been fraudulently applied to for credit, goods or services in **your** name or which are seeking monies or have sought monies from **you** as a result of **identity fraud**
- c) in order to liaise with credit referencing agencies and all other relevant organisations on **your** behalf to advise that **you** have been the victim of **identity fraud**.

What is not insured:

Claims

- a) where **you** have not been the victim of **identity fraud**
- b) where **you** did not take action to prevent **yourself** from further instances of **identity fraud** following an **insured event**
- c) where the **identity fraud** has been carried out by somebody living with **you**
- d) for **costs** arising from loss of cash from a bank, building society, credit union or other similar financial institution where that institution has refused to cover the loss.

You must agree to be added to the CIFAS Protection Register if **we** recommend it.

Section 7 – Family legal costs and identity fraud protection insurance

Jury service

What is insured:

Payment will be made where **you** need to attend jury service arising during the **period of insurance**. At the end of the period of jury service, **you** can submit a claim for:

- a **daily rate** for each whole day of attendance for the duration **you** are off work attending jury service, providing these costs are not recoverable from **your** employer or the court.
- 50% of the daily rate for each additional half day **you** are off work attending jury service providing these costs are not recoverable from **your** employer or the court.

Legal defence

What is insured:

- a) **Costs** in a **legal action**, resulting from an **insured event**, to defend **your** legal rights in the following circumstances arising out of **your** work as an **employee**:
 - i) prior to being charged when dealing with the police or health & safety executive or others with the power to prosecute
 - ii) in a prosecution brought against **you** in a court of criminal jurisdiction
 - iii) in a civil action brought against **you** for compensation under **data protection legislation**
 - iv) in civil proceedings brought against **you** under legislation for unlawful discrimination.
- b) **Costs** in a **legal action**, resulting from an **insured event**, to defend **your** legal rights arising out of a formal investigation or disciplinary hearing brought against **you** by any trade association or professional or regulatory body.

What is not insured:

Claims

- a) for alleged road traffic offences where **you** did not hold or were disqualified from holding a licence to drive or are being prosecuted for driving whilst under the influence of alcohol or non-prescribed drugs or prescription medication where **you** have been advised by a medical professional not to drive.
- b) for **costs** where **you** are entitled to a grant of legal aid from the body responsible for its administration, or where funding is available from another public body, a trade union, employer or any other insurance policy
- c) for parking offences which cannot lead to penalty points on **your** licence
- d) following an allegation of violence or dishonesty
- e) for **standard advisers' costs** incurred in excess of any costs **you** are able to recover under a Defendants Costs Order.

Section 7 – Family legal costs and identity fraud protection insurance

Tenancy dispute

What is insured:

Costs to pursue a **legal action**, resulting from an **insured event**:

- a) following **you** unlawful eviction from a property occupied by **you** under an Assured Shorthold Tenancy. Cover under this section applies to **your** permanent place of residence only.
- b) against a landlord following a material breach of a tenancy agreement. The 'material breach' is a breach which has resulted in or, if not rectified, is likely to result in the property being unfit for habitation.

We will provide this cover as long as the eviction happens within the **period of insurance** and within the **territorial limits**.

What is not insured:

Claims

- a) where the dispute occurs within the first 90 days after **you** first purchased this insurance unless **you** held equivalent cover with **us** or another insurer continuously for a period of at least 90 days leading up to when the dispute first occurred
- b) to do with the non-payment of rent
- c) to defend any legal proceedings against **you**
- d) for a dispute with any local authority, public authority or government department
- e) where the cost of resolving the problem is £250 or below.

Service occupancy

What is insured:

Costs to pursue a **legal action**, resulting from an **insured event** against an **employee** or **ex-employee** to recover possession of the **home** or part thereof provided that **you** have correctly issued and served all appropriate statutory and/or contractual notices to the **employee** or **ex-employee** to obtain physical possession.

What is not insured: Claims to defend **your** legal rights other than to defend a counter-claim.

Section 7 – Family legal costs and identity fraud protection insurance

General exclusions

1. There is no cover where:

- a) the **insured event** started before this policy began
- b) **you** do not have the relevant section of cover in place
- c) **you** should have known when buying this insurance that the circumstances leading to a claim under this insurance already existed
- d) an estimate of **advisers' costs** of acting for **you** is more than the amount in dispute
- e) **advisers' costs** or any other costs and expenses incurred which have not been agreed in advance or are above those for which we have given **our** prior written approval
- f) **your** insurers refuse to accept this insurance policy as valid or refuse indemnity

2. There is no cover for:

- a) claims over loss or damage where that loss or damage is insured under any other insurance
- b) claims made by or against **your** insurance adviser, the **insurer**, the **adviser** or **us**
- c) any claim **you** make which is false or fraudulent or exaggerated
- d) defending **legal actions** arising from anything **you** did deliberately or recklessly
- e) **costs** if **your** claim is part of a group claim or will be affected by or will affect the outcome of other claims.

3. There is no cover for any claim directly or indirectly arising from:

- a) a dispute between **you** and someone **you** live with or have lived with
- b) **your** business trade or profession other than as an **employee**
- c) an application for a judicial review
- d) defending or pursuing new areas of law or test cases.

4. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy of a third party which exists or is available other than by virtue of this Act.

5. Sanction Limitation and Exclusion Clause

The **insurer** will not cover or be liable to pay any claim or provide any benefit under this section of **your** insurance if doing so would expose it to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

6. Cyber Attack Exclusion

The **insurer** will not pay for any loss, damage, liability or expense directly or indirectly caused by or contributed to, or arising from, the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme malicious code, Computer Virus or process or any other electronic system. This exclusion applies unless cover for **costs** is specifically allowed for in the sections of cover above.

Section 7 – Family legal costs and identity fraud protection insurance

Conditions

1. Claims

- a) **You** must notify claims as soon as is possible once **you** become aware of the incident and within no more than 180 days of **you** becoming aware of the incident. For claims relating to identity fraud, these must be reported within 45 days of you becoming aware of the incident. There will be no cover under this policy if, as a result of a delay in reporting the claim, **our** position has been prejudiced.
- b) **We** might investigate the claim and take over and conduct the legal proceedings in **your** name. Subject to **your** consent (which **you** will not unreasonably withhold) **we** may reach a settlement of the legal proceedings.
- c) Please note that **you** must supply at **your** own expense all of the information which **we** need to decide whether a claim might be accepted. Where it is necessary to start court proceedings or a **conflict of interest** arises, and **you** wish to nominate a legal representative to act for **you**, **you** may do so. Where **you** have chosen to use a legal representative of **your** own choice **you** will be responsible for any **advisers' costs** in excess of **our standard advisers' costs**. The **adviser** must represent **you** in accordance with **our** standard conditions of appointment which are available on request.
- d) The **adviser** will:
 - i) provide a detailed view of **your** prospects of success including the prospects of enforcing any judgment obtained
 - ii) keep **us** fully advised of all developments and
 - iii) give such information if **we** need it keep **us** advised of **advisers' costs** incurred
 - iv) advise **us** of any offers to settle and payments in to court. If against **our** advice such offers or payments are not accepted cover under this insurance shall be withdrawn unless **we** agree in **our** absolute discretion to allow the case to proceed
 - v) send in bills for assessment or certification by the appropriate body if requested by **us**
 - vi) attempt recovery of costs from third parties.
- e) In the event of a dispute arising as to **advisers' costs** **we** may need **you** to change **adviser**.
- f) the **insurer** shall only be liable for **advisers' costs** for work expressly authorised by **us** in writing and undertaken while there are prospects of success.
- g) **You** shall supply all information asked for by the **adviser** and **us**.
- h) **You** are responsible for all legal costs and expenses including adverse costs if **you** withdraw from the legal proceedings without **our** prior consent. Any legal costs and expenses already paid under this insurance will be reimbursed by **you**.
- i) **You** must instruct the **adviser** to give **us** with all information that **we** ask for and report to **us** as **we** direct at their own cost.

2. Prospects of success

At any time **we** may, but only when supported by independent legal advice, form the view that **you** do not have a 51% or higher chance of winning the case and achieving a positive outcome. If so, **we** may decline support or any further support.

Section 7 – Family legal costs and identity fraud protection insurance

Examples of a positive outcome are:

- a) being able to recover the amount of money at stake
- b) being able to enforce a judgement
- c) being able to achieve an outcome which best serves **your** interests.

3. Other insurances

If any claim covered under this policy is also covered by another legal expenses policy, or would have been covered if this policy did not exist, **we** will only pay **our** share of the claim even if the other insurer refuses the claim.

4. Proportionality

We will only pay **advisers' costs** that are proportionate to the amount of damages that **you** are claiming in the **legal action**. **Advisers' costs** in excess of the amount of damages that **you** are able to claim from **your** opponent will not be covered.

5. Disputes

If a complaint cannot be dealt with by the Financial Ombudsman Service (see 'How to Make a Claim'), any dispute between **you** and **us** may, where we both agree, be referred to an arbitrator who will be either a solicitor or a barrister. If the parties cannot agree on their choice of arbitrator the Law Society may be asked to make a nomination. The arbitration will be binding and carried out under the Arbitration Act. The costs of the arbitration will be at the discretion of the arbitrator.

6. English law and language

This section of the contract is governed by English Law and the language for contractual terms and communication will be English.

7. Fraud

In the event of fraud, **we**:

- a) will not be liable to pay the fraudulent claim
- b) might recover any sums paid to you in respect of the fraudulent claim
- c) might cancel this policy with effect from the fraudulent act and keep all premiums paid to us
- d) will no longer be liable to you in any regard after the fraudulent act.

8. Change in law

Cover under this policy is based on laws and regulations in force at the time that it was written. If **we** believe that any subsequent change in law or regulations results in the scope of cover being either restricted or broadened, **we** reserve the right to accept claims where the change restricts the cover under this policy and reject claims where the change provides a benefit which did not previously exist.

Section 7 – Family legal costs and identity fraud protection insurance

Customer services information

How to make a claim

As soon as **you** have a legal problem that **you** might need assistance with under this insurance **you** should telephone the **legal helpline**.

Specialist lawyers are at hand to help **you**. If **you** need a lawyer or accountant to act for **you** and **your** problem is covered under this insurance, the **legal helpline** will ask **you** to complete and submit a claim form online by visiting <https://claims.arclegal.co.uk>. Alternatively they will send a claim form to **you**. If **your** problem is not covered under this insurance, the **legal helpline** may be able to offer **you** assistance under a private funding arrangement.

In general terms, **you** must tell **us** straightaway of any potential claim or circumstances which may give rise to a claim. If **you** are in doubt whether a matter constitutes a notifiable claim or circumstance, contact the **legal helpline**.

Customer services information

Employment disputes

In order to be covered for **costs** to defend a **legal action** brought against **you** by a **domestic employee** alleging unfair dismissal, **you** must follow the advice of the legal helpline as to the procedure to be adopted and have received specific authorisation from the legal helpline:

- a) Before carrying out any disciplinary procedure or action
- b) Before the dismissal of a **domestic employee**
- c) Before implementing a redundancy programme and before making a **domestic employee** redundant
- d) On formal or informal notification of a grievance by a **domestic employee** or of a complaint of sexual, racial, religious or disability discrimination or discrimination on the grounds of sexual orientation or age
- e) Before making any adverse variation of the terms of conditions of employment (including altering the hours or time or place worked or demotion or deduction from or reduction in a **domestic employee's** remuneration)
- f) On becoming aware of any event or circumstance that may be deemed to be constructive dismissal including absence from work following a **domestic employee** walking out with or without notice.

Privacy and Data Protection Notice

(For the purpose of this Privacy and Data Protection Notice only, '**we**' means Arc Legal Assistance and the **insurer**)

Section 7 – Family legal costs and identity fraud protection insurance

Data Protection

We will keep **your** personal information safe and private. There are laws that protect **your** privacy and **we** follow them carefully. Under the laws, AmTrust Specialty Limited is the company responsible for handling **your** information (Data Controller). Here is a simple explanation of how **we** use **your** personal information. For more information visit AmTrust's website at www.amtrusteurope.com or Arc's website at www.arclegal.co.uk

What we do with your personal information

We might need to use the information **we** have about **you** for different reasons.

For example, **we** might need it:

- to run through **our** computerised system to decide if **we** can offer **you** this insurance.
- to help **you** if **you** have any queries or want to make a claim.
- to give **you** information, products or services if **you** ask **us** to.
- for research or statistics.

We will need it:

- to provide this insurance.
- to contact **you** to ask if **you** want to renew it.
- to protect both **you** and **us** against fraud and money laundering.
- to comply with the law and any regulations that apply.

There are some types of personal information that are extremely private/ sensitive and important such as information about **your** health or any criminal convictions **you** might have. **We** might need this kind of information to decide if **we** can offer **you** this insurance or to help **you** with a claim. **We** will only use this information for these specific reasons and in line with regulatory conditions.

We might need to share **your** information with other companies or people who provide a service to **us**, or to **you** on **our** behalf. They include companies that are part of **our** group, people **we** work with, insurance brokers, **our** agents, reinsurers, credit agencies, medical professionals, insurance reference bureaus, fraud detection agencies, regulatory authorities and anyone else **we** might need to share it with by law. **We** will only share **your** information with them if **we** need to and if it is allowed by law.

Sometimes **we** might need to send **your** information to another country outside of the UK and the EEA (European Economic Area) so that it can be processed, (stored etc). **We** currently send it to the USA and Israel. **We** make sure that **your** information is always kept safely and treated in line with the law and this notice.

You can tell **us** if **you** do not want **us** to use **your** information for marketing. **You** can also ask **us** to give **you** the information **we** have about **you** and, if there are any mistakes or updates, **you** can ask **us** to correct them. **You** can also ask **us** to delete **your** information (although there are some things **we** cannot delete). **You** can also ask **us** to give **your** information to someone else involved in **your** insurance. If **you** think **we** did something wrong with **your** information, **you** can complain to the local data protection authority.

We will not keep **your** information longer than **we** need to. **We** will usually keep it for 10 years after **your** insurance ends unless **we** have to keep it longer for other business or regulatory reasons.

If **you** have any questions about how **we** use **your** information, **you** can contact **our** Data Protection Officer. **You** can find their contact details on **our** website (www.amtrusteurope.com).

Section 7 – Family legal costs and identity fraud protection insurance

Customer services information

Customer service

Our aim is to get it right, first time, every time. If **we** make a mistake, **we** will try to put it right straightaway.

If **you** are unhappy with the service that has been provided, **you** should contact **us** at the address below. **We** will always confirm to **you**, within five working days, that **we** have received **your** complaint. Within four weeks **you** will receive either a final response or an explanation of why the complaint has not been resolved plus an indication of when **you** will receive a final response. Within eight weeks **you** will receive a final response or, if this is not possible, a reason for the delay plus an indication of when **you** will receive a final response. After eight weeks, if **you** are unhappy with the delay, **you** may refer **your** complaint to the Financial Ombudsman Service. **you** can also refer to the Financial Ombudsman Service if **you** cannot settle **your** complaint with **us** or before **we** have investigated the complaint if both parties agree.

Our contact details are:

Arc Legal Assistance Ltd
PO Box 8921
Colchester CO4 5YD

Tel: 01206 615000

Email: customerservice@arclegal.co.uk

The Financial Ombudsman Service contact details are:

Financial Ombudsman Service
Exchange Tower
London E14 9SR

Tel: 08000 234 567

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

Compensation

The **insurer** is covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the scheme if the **insurer** cannot meet their obligations. **Your** entitlement to compensation will depend on the circumstances of the claim. Further information about compensation scheme arrangements is available at www.fscs.org.uk or by telephoning 0800 678 1100.

Authorisation

Arc Legal Assistance Ltd is authorised and regulated by the Financial Conduct Authority. Arc Legal's firm reference number is 305958. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

This policy is underwritten by AmTrust Specialty Limited, Registered Office: Exchequer Court, 33 St Mary Axe, London EC3A 8AA, Registered Number: 1229676. AmTrust Specialty Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority, financial services number: 202189. This can be checked on the Financial Services Register by visiting the website www.fca.org.uk/register or by contacting the Financial Conduct Authority on 0800 111 6768.

Section 8 – Domestic emergency insurance

This home emergency policy is provided by Arc Legal Assistance Limited, and the insurer is AmTrust Specialty Limited. Claims under this policy are handled by Arc Legal Assistance Limited.

Definitions

Approved contractor	A tradesperson authorised in advance by us to carry out repairs.
Emergency	The result of a sudden and unforeseen incident at the property which immediately: <ol style="list-style-type: none"> 1. Exposes the insured or a third party to a risk to their health; or 2. Creates a risk of loss of or damage to the property and/or any of your belongings; or 3. Renders the property uninhabitable. <p>This definition shall include damage to or breakdown of the essential services to the property and/or permanent and irreplaceable loss of all keys required to gain access to the property, but not outbuildings</p>
Emergency repairs	Work undertaken by an authorised contractor to resolve the emergency by completing a temporary repair .
Essential services	Mains drainage to the boundary of the property , water, electricity and gas within the property and the main source of heating where no alternative exists and the service is immediately necessary to prevent an emergency .
Insured/you/your	The policyholder and/or any member of the policyholder's family normally living at the property .
Period of insurance	From the commencement (start) date (the date your application is accepted by us) for the period for which the premium has been paid.
Permanent repair	Repairs and/or work needed to put right the fault which caused the emergency on a permanent basis.
Property	The property or properties shown in the insurance schedule and declared to insurers, showing private dwelling, garage and outbuildings used for domestic purposes in the United Kingdom.
Temporary repair	The repair that will sort out the emergency but may need to be replaced by a permanent repair .
United Kingdom	United Kingdom of Great Britain and Northern Ireland, including the Isle of Man and the Channel Islands.
Vermin	Brown or black rats, house or field mice, wasps and hornets nests.
We/us/our	Arc Legal Assistance Ltd; who provide the services described in this policy and administer this product on behalf of the underwriter AmTrust Specialty Limited . We also include Beazley in the Data Protection Act.

How to make a claim

To obtain emergency assistance, contact the 24-hour emergency helpline on: : **0333 234 8510**.

You should have the following information available upon request:

- **Your** name and home postcode, **your** policy number and an indication as to the nature of the problem
- Please advise the helpline that **you** are a Beazley policyholder and the name of **your broker** and/or the name of the company that is administering **your policy** (details can be found on **your schedule**).

Section 8 – Domestic emergency insurance

Privacy and Data Protection Notice

(For the purpose of this Privacy and Data Protection Notice only, 'we' means Arc Legal Assistance and the insurer)

Data Protection

We will keep **your** personal information safe and private. There are laws that protect **your** privacy and **we** follow them carefully. Under the laws, AmTrust Specialty Limited is the company responsible for handling **your** information (Data Controller). Here is a simple explanation of how **we** use **your** personal information. For more information visit AmTrust's website at www.amtrusteurope.com or Arc's website at www.arclegal.co.uk

What we do with your personal information

We might need to use the information **we** have about **you** for different reasons.

For example, **we** might need it:

- to run through **our** computerised system to decide if **we** can offer **you** this insurance.
- to help **you** if **you** have any queries or want to make a claim.
- to give **you** information, products or services if **you** ask **us** to.
- for research or statistics.

We will need it:

- to provide this insurance.
- to contact **you** to ask if **you** want to renew it.
- to protect both **you** and **us** against fraud and money laundering.
- to comply with the law and any regulations that apply.

There are some types of personal information that are extremely private/ sensitive and important such as information about **your** health or any criminal convictions **you** might have. **We** might need this kind of information to decide if **we** can offer **you** this insurance or to help **you** with a claim. **We** will only use this information for these specific reasons and in line with regulatory conditions.

We might need to share **your** information with other companies or people who provide a service to **us**, or to **you** on **our** behalf. They include companies that are part of **our** group, people **we** work with, insurance brokers, **our** agents, reinsurers, credit agencies, medical professionals, insurance reference bureaus, fraud detection agencies, regulatory authorities and anyone else **we** might need to share it with by law. **We** will only share **your** information with them if **we** need to and if it is allowed by law.

Sometimes **we** might need to send **your** information to another country outside of the UK and the EEA (European Economic Area) so that it can be processed, (stored etc). **We** currently send it to the USA and Israel. **We** make sure that **your** information is always kept safely and treated in line with the law and this notice.

You can tell **us** if **you** do not want **us** to use **your** information for marketing. **You** can also ask **us** to give **you** the information **we** have about **you** and, if there are any mistakes or updates, **you** can ask **us** to correct them. **You** can also ask **us** to delete **your** information (although there are some things **we** cannot delete). **You** can also ask **us** to give **your** information to someone else involved in **your** insurance. If **you** think **we** did something wrong with **your** information, **you** can complain to the local data protection authority.

Section 8 – Domestic emergency insurance

We will not keep **your** information longer than **we** need to. **We** will usually keep it for 10 years after **your** insurance ends unless **we** have to keep it longer for other business or regulatory reasons.

If **you** have any questions about how **we** use **your** information, **you** can contact **our** Data Protection Officer. **You** can find their contact details on **our** website (www.amtrusteurope.com).

What is covered

Emergency incidents that will be covered by this policy are:

- Plumbing problems related to leaking pipes, blocked drains or leaking radiators
- Blockages in toilet waste pipes
- Sudden and unforeseen roofing problems, such as leaks or tiles blown off during a storm or bad weather
- Broken or damaged windows and doors presenting a security risk to the **property**
- Gas or electricity failure within the **property**
- Central heating or boiler failure
- Hot water failure
- **Vermin** inside the **property**.

Domestic emergency

1. If **you** suffer an **emergency** at **your property** **you** should tell **us** on the **emergency** telephone number stated under 'How to make a claim'. **We** will then:
 - a) Advise **you** how to protect yourself and the **property** immediately.
 - b) Organise and pay up to £1,500 including VAT, call out, labour, parts and materials to carry out an **emergency repair** or, if at a similar expense, a **permanent repair**.
2. In the event of the **property** becoming uninhabitable and remaining so overnight, **we** will, subject to **your** prior agreement with ourselves, pay up to £100 including VAT in total for:
 - a) **Your** overnight accommodation and/or
 - b) Transport to such accommodation.

What is not covered

There are conditions and exclusions, shown below, which limit **your** cover. Please read them carefully to ensure this certificate meets **your** needs. **We** do not wish **you** to discover after an incident has occurred that it is not insured.

This insurance is not a household buildings or contents policy or an equipment maintenance contract. It complements **your** household insurance policies, providing benefits and services which are not normally available under such policies. **We** therefore recommend that **you** have a building insurance policy covering **your property** and a contents insurance policy covering **your** possessions.

Section 8 – Domestic emergency insurance

Exclusions

The following are excluded from the insurance:

- a) Any leaking or dripping tap that requires a replacement washer, external overflows or replacement of boilers, cylinders, tanks, radiators and sanitary ware.
- b) Burst or leaking flexible hoses which can be isolated or leaking washing appliances.
- c) External water supply pipes.
- d) Failure of the boiler or the heating occurring in the months May to August inclusive.
- e) Failure of boilers or heating systems that have not been inspected or serviced by a qualified person within the preceding 12 months.
- f) Boilers over 15 years old.
- g) Replacement of light bulbs and fuses in plugs.
- h) Descaling and any work arising from hard water scale deposits or from damage caused by aggressive water or sludge resulting from corrosion.
- i) Loss of keys for outbuildings, garages and sheds.
- j) **Vermin** outside the main dwelling e.g. in garages and other outbuildings.
- k) Breakdown or loss of or damage to domestic appliances (including showers), saniflow toilets and other mechanical equipment.
- l) Damage to boundary walls, hedges, fences or gates.
- m) LPG-fuelled, oil-fired, warm air, solar and un-vented heating systems or boilers with an output over 60 kw/hr.
- n) Electricity supply to, or failure of, burglar/fire alarm systems, CCTV surveillance or to swimming pools and their plumbing or filtration systems.
- o) Septic tanks.

We will not be liable for any of the following:

- a) Loss or damage arising from circumstances known to **you** prior to the start date of this insurance.
- b) The cost of replacement parts due to natural wear and tear or any loss or damage arising as a result of the **emergency**
- c) Loss or damage however caused to personal items, such as paintings, electrical goods, jewellery, clothing, etc.
- d) Loss or damage arising from disconnection or interruption of mains services by the deliberate act of the utility company concerned or any equipment or services which are the responsibility or property of the utility company.
- e) Any cost relating to the attempted repair by **you** or **your** own contractor.
- f) Any defect, damage or failure caused by malicious or wilful action, negligence, misuse, third party interference or faulty workmanship, including any attempted repair or modification which does not comply with recognised industry standards.
- g) Any **emergency** in a **property** that has been unoccupied for more than 30 consecutive days.
- h) Any loss arising from subsidence caused by bedding down of new structures, demolition or structural repairs or alterations to the **property**, faulty workmanship or the use of defective materials, or river or coastal erosion.
- i) Any loss or damage arising as a consequence of:
- j) war, invasion, act of foreign enemies, terrorism, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, coup, riot or civil disturbance and/or

Section 8 – Domestic emergency insurance

Exclusions

We will not be liable for any of the following:

- k) ionising radiation or contamination by radioactivity from any nuclear fuel or from any nuclear waste from combustion of nuclear fuel, the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or its nuclear component.
- l) Any loss, injury, damage or legal liability arising directly or indirectly from, or consisting of, the following: the failure or inability of any equipment to correctly recognise or interpret data representing any date, in such a way that it does not work properly at all.

Complaints procedure

In the event of a complaint arising under this insurance, you should write to **us** at:

Arc Legal Assistance Limited
PO Box 8921
Colchester
CO4 5YD

Email **us** at: customerservice@arclegal.co.uk

Call **us** on: 01206 615000

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

If it is not possible to reach an agreement, you have the right to make an appeal to the Financial Ombudsman Service. This may also apply if you are insured in a business capacity. You may contact the Financial Ombudsman Service at:

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

Tel: 0300 123 9 123

Email: complaint.info@financial-ombudsman.org.uk

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

Law and jurisdiction applicable to the insurance

The parties are free to choose the law applicable to this insurance contract. However, unless specifically agreed to the contrary, this insurance shall be governed by the laws of England and subject to the exclusive jurisdiction of the courts of England.

This certificate represents the entire agreement of the parties on the matters in question.

Section 8 – Domestic emergency insurance

General conditions

1. No costs for repairs are payable under this insurance unless **we** have been notified by **you** or a person calling on **your** behalf through the 24-hour claims service telephone number provided and have authorised an **approved contractor** in advance.
2. **You** must quote **your** policy number when calling for help. **You** must produce the relevant identification on the demand of the contractor or **our** other nominated agent.
3. If any loss, damage or expense covered under this insurance policy is also covered by any other insurance or maintenance contract, **we** will not pay more than **our** fair share (rateable proportion) of any claim.
4. This insurance does not cover normal day to day maintenance at **your property** that **you** should do. Nor does it pay for replacing items that wear out over a period of time or replacement of parts on a like-for-like basis where the replacement is necessary to resolve the immediate **emergency**.
5. **You** must co-operate with **us** in obtaining reimbursement of any costs **we** incur under the terms of this cover, which may have been caused by the action of a third party against whom **you** have a legal right of action.

Parts availability

Availability of parts is an important part of the service. However, there may be times when replacement parts are delayed because of circumstances beyond **our** control. In these cases **we** will not be able to avoid delays in repair.

There also may be occasions where parts are no longer available. In these situations **we** will ensure **your property** is safe and if required, the **approved contractor** will provide **you** with a quotation for a suitable repair.

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