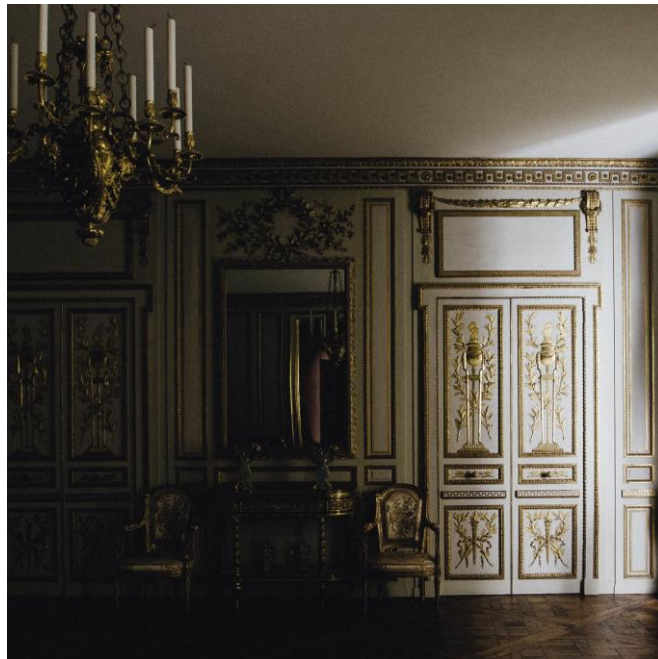




ARTSURE

Private Client



POSSESSIONS, PRIZED.



Contents

Welcome to Your Insurance.....	3
Useful Contacts.....	5
Useful Information about this Document.....	6
Cancellation.....	8
How We Use Your Data.....	9
Financial Sanctions.....	10
How to Make a Claim.....	11
Customer Care and Making a Complaint.....	13
Definitions.....	14
General Exclusions.....	19
General Conditions.....	22
Your Insurance Cover.....	26
Section 1 – Art, Antiques and Collectables.....	27
Section 2 – Valuables.....	31
Section 3 – General Contents.....	35
Section 4 – Buildings.....	42
Section 5 – Liability.....	47
Section 6 – Lifestyle and Legal Expenses.....	51
Section 7 – Home Emergency.....	62



Welcome to Your Insurance

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

These documents are:

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

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

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

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

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



The Financial Services Compensation Scheme

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

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

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

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

Telephone: 0207 741 4100

Email: enquiries@fscs.org.uk

Law Applicable to this Contract

Unless **we** agree otherwise:-

Unless **You** and **We** have agreed otherwise in writing, this **Policy** (including any contractual and non-contractual obligations arising out of or in connection with it) shall be subject to English Law.

Save in respect of the arbitration language set out in this **Policy**, the Courts of England shall have exclusive jurisdiction in all disputes connected with this **Policy**.

Unless otherwise agreed the contractual terms and conditions and other information relating to this **Policy** will be in English.



Useful Contacts

For Policy Administration

As **you** purchased **your** policy through an insurance advisor, please contact them in the first instance.

To Make A Claim

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

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

Helpline Services

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

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



Useful Information about this Document

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

Statement of Facts/Proposal Form

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

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

You should also tell **us** about any other information that may affect **our** decision to provide insurance or the premium and terms. If **you** are in any doubt as to whether something needs to be declared to **us** **we** recommend that **you** contact **your** insurance advisor, or where **you** cannot contact them please contact **us** directly.

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

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

The Policy Wording

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

The Schedule

This document details **your** **insurers**, which sections of the **policy** are applicable, and the sums insured and limits that apply to each of those sections. The **schedule** also details the location(s) that are being insured by the **policy** and the main excesses that apply to a claim. The **schedule** will show if there are any additional **endorsements** that apply or if there is a specification attaching to the **policy**.

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

If **you** need to claim under **your** **policy**, details of the contact numbers are set out in the **schedule**.



Endorsements

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

Specification of Items/Property Insured

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



Cancellation

Cancellation by You

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

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

Cancellation by Us

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

Valid reasons may include but are not limited to:

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

Cancellation of The Policy Due to Non-Payment

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



How We Use Your Data

DATA PROTECTION

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

For further details on how **your personal data** is used by **us** and how **we** process **personal data** as well as **your** available rights, please refer to **your schedule** that includes references to **our** privacy policies or statements.

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

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

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

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

Email: DPO@egmgu.co.uk

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

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



Financial Sanctions

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

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



How to Make a Claim

Art, Antiques and Collectables, Valuables, General Contents, Buildings and Liability Sections 1 to 5

Claims Line (See Your Schedule for Details)

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

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

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

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

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

Lifestyle and Legal Expenses Insurance Section 6

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

- under no circumstances should **you** instruct **your** own solicitor or accountant as the **insurer** will not pay any costs incurred without **our** agreement.
- **you** can download a claim form or **you** can request one by contacting us using the details provided in the **schedule**.
- **your** completed claim form and supporting documentation can be submitted to **us** by email, post or fax. Further details are set out in the claim form itself. **We** will send **you** a written acknowledgment by the end of the next working day after the claim is received.
- within five (5) working days of receiving all the information needed to assess the availability of cover under the **policy**, they will write to **you** either:
 - confirming cover under the terms of **your policy** and advising **you** of the next steps to progress **your** claim; or
 - if the claim is not covered, explaining in full the reason why and advising whether they can assist in another way.
- when an advisor is appointed they will try to resolve **your** dispute without delay, arranging mediation whenever appropriate. Matters cannot always be resolved quickly particularly if the other side is slow to cooperate or a legal timetable is decided by the courts.



Home Emergency Section 7

In the event of a **home** emergency:

- please contact us using the details provided in the **schedule** (lines are open twenty four (24) hours a day, three hundred and sixty five (365) days a year) as soon as possible, providing **your** name, address, postcode, and the nature of the problem;
- **We** will record **your** details and then decide on the best course of action to limit **your** loss and/or repair the **damage**. If the incident relates to an emergency covered under the **Home** emergency section, they will instruct a member of the emergency contractor network in respect of that claim only. **We** shall have no liability for any other work carried out by the contractor. Poor weather conditions or remote locations may affect normal standards of service;
- if **you** are claiming for alternative accommodation costs **you** must obtain authority to incur costs before booking somewhere to stay. **You** will have to pay for the accommodation when **you** check out and send **your** receipt to **us** to be reimbursed;
- it is important **you** notify any claim as soon as possible, and do not call out **your** own contractors as the **insurer** will not pay their costs and it could stop **your** claim being covered;
- **you** must report any major emergency which could result in serious **damage** to the **home** or **injury**, to the Emergency Services or the company that supplies the service;
- **your** call may be recorded for training and security purposes and will be answered as soon as possible.



Customer Care and Making a Complaint

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

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

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

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

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

- Telephone: 0333 234 1741

- By e-mail: complaints@egmgu.co.uk

- In writing to: Customer Service Manager, 20 St Dunstan's Hill, London, EC3R 8HL

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

We try to resolve all complaints internally. However, if **you** remain unhappy with **our** response to **your** complaint, or if **we** have not resolved it eight (8) weeks after **you** first told us about it, **you** have the right to refer **your** complaint to the Financial Ombudsman Service (FOS).

If **you** want the FOS to consider **your** complaint, **you** must refer it to them within six (6) months of the date of **our** final response to **you**.

You can contact the FOS at:

Website: www.financial-ombudsman.org.uk

Telephone: **08000 234 567** (Free for people phoning from a "fixed line" (for example, a landline at home).

0300 123 9 123 (Free for mobile-phone users who pay a monthly charge for calls to numbers starting 01 or 02).

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

Post: **The Financial Ombudsman Service, Exchange Tower, London, E14 9SR**

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

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

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



Definitions

From time to time **we** may use words that may have one or more meaning, or a special meaning for the purposes of **your** insurance **policy**. This section sets out how these words and phrases should be interpreted, each time **we** use one of the words or phrases listed below it will be shown in bold type and it will have the same meaning wherever it appears in **your policy** unless **we** state otherwise. Please note that Section 6 – Lifestyle and Legal Expenses and Section 7 – Home Emergency include separate definitions.

Also where the context requires:

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

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

Art, Antiques and Collectables

Individual items, collections and sets that have artistic or historical value, are rare or unique all belonging to **you** for which **you** are legally responsible including (but not limited to):

- antique and contemporary furniture;
- paintings, drawings, etchings, maps, prints, photographs, books, manuscripts and historical documents;
- tapestries, rugs and carpets;
- clocks and barometers;
- curios, objets d'art;
- statues and sculptures;
- stamps, coins, medals and other collectable property;
- china, glassware and porcelain;
- household gold, platinum, pewter and silverware including plate.

Art, Antiques and Collectables does not Include:

- **valuables**;
- any items which form part of **your business equipment**.

Buildings

Any and all permanent structures within the grounds of **your home** used for domestic purposes including:

- **fixtures and fittings** and decorative finishes;
- **tenant's improvements**;
- fitted bathrooms and suites, fitted kitchens and flooring;



- fixed central heating systems and domestic tanks;
- solar heating panels and wind turbines;
- underground services, cables, utilities, drains, pipes, cesspits, septic tanks, inspection hatches and covers.
- stair and passenger lifts;
- permanent swimming pools, hot tubs and hard tennis courts;
- television, satellite and radio receiving aerials, dishes including their fittings and masts fixed to **your home**;
- terraces, patios, ornamental man-made ponds, fountains, driveways and footpaths;
- boundary and garden walls, gates, railings, hedges and fences.

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

Buildings does not Include:

- any structure or part of a structure used for any **business** activity other than **incidental business** carried out by **you** or on **your** behalf;
- any plant or tree, other than hedges;
- land or water.

Business

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

Business Equipment

Furniture, equipment, supplies and stock used in connection with a **business** conducted from the **home**.

Credit Cards

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

Damage

Accidental loss, destruction or **damage**.

Data Protection Regulations

Means (i) unless and until the General Data Protection Regulation ((EU) 2016/679) ("GDPR") is no longer directly applicable in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 2018. The terms "Data Controller", "Data Processor", "Data Subject", "Personal Data", "Personal Data Breach" and "Sensitive Personal Data" shall have their respective meanings under the **Data Protection Regulations**.

Dependent Relative

Your parents, grandparents, step parents, step grandparents, and adoptive parents and their spouse or domestic partner.



Endorsement

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

Excess

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

Fixtures and Fittings

All items that are fixed to and form part of the structure of your **Home** including wall decorations, bathroom suites, fitted kitchens and flooring.

General Contents

Household goods, **business equipment**, **personal belongings** and **tenant's improvements** which **you** own or for which **you** are legally responsible including:

- the **personal belongings** of permanent members of **your** household whilst living away from **home** attending university, college or boarding school or whilst on a work placement as part of their course or studies.
- the **personal belongings** of **dependent relatives** who are resident in a nursing **home** or residential care **home**.
- **fixtures and fittings** and interior decorations for which **you** are legally responsible as occupier and not as owner and are situated at an address shown in the **schedule**.
- all equipment **you** own or for which **you** are legally responsible and use in connection with a registered disability including any **fixtures and fittings** installed and not covered by **your buildings policy**.

General Contents do not Include:

- **art, antiques and collectables;**
- **valuables;**
- motorised vehicles and watercraft other than:
 - motorised domestic gardening equipment;
 - golf carts, models and toys;
 - vehicles designed to assist disabled persons which are not registered for road use;
 - motorcycles with any engine capacity less than fifty one (51) cc, quad bikes, and electric scooters not registered for road use and used solely within the boundaries of the **home**;
 - rowing boats, dinghies, surfboards, sailboards, windsurfers and jet skis.
- caravans and trailers other than trailers and non-motorised horse boxes up to fifteen (15) feet in length;
- aircraft and hovercraft;
- **credit cards**, lottery and raffle tickets;
- electronic data;
- animals;



- land or water.

Home

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

Incidental Business

A **business** activity conducted at or from **your home** shown on the **schedule** undertaken solely by **you** which does not involve the employment of others for more than one thousand five hundred (1500) hours in any **period of insurance** and the total gross annual revenue does not exceed twenty five thousand pounds (£25,000).

Injury

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

Insured, You, Your

The company, trust or person(s) named in the **schedule** as the **insured** and all permanent members of the household including domestic staff who live in the **home**.

Insurer, Our, Us, We

The **insurer** named in the **schedule** on whose behalf this insurance document is issued.

Money

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

Outdoor Items

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

Period of Insurance

The period beginning with the effective date shown in the **schedule** and ending with the expiry date and any other period for which the **policy** is renewed.

Permanently Physically Disabled

- the loss of use of a complete arm, hand, foot, or leg;
- or
- the permanent and complete loss of vision in at least one eye.

Personal Belongings

The following **property** solely used for domestic purposes all belonging to **you** or for which **you** are legally responsible:

- clothing including clothing used for motor cycling;
- spectacles and hearing aids;



- baggage and other items normally carried about the person;
- photographic and mobile communication equipment;
- electronic equipment;
- sports equipment, musical instruments, and pedal cycles and electric cycles.

Policy

The **policy**, the current **schedule** and any **endorsements**.

Proposal Form/Statement of Fact

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

Schedule

The most recent version of the document showing **your** name and address, the locations of the **homes** insured under this **policy**, the sums insured, and any special terms that apply to **your policy**.

Tenant's Improvements

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

Territorial Limits

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

Unfurnished

Insufficiently furnished for normal living purposes.

Unoccupied

Not having been lived in by **you** or anyone with **your** permission for sixty (60) days in a row.

Valuables

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



General Exclusions

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

This policy does not cover:

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

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

Computer Error

Any **damage** to or distortion of information resulting from an error in computer programming or instruction to a computer, but **we** do cover any resultant **damage** unless another exclusion applies.

Confiscation

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

Deception

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

Defective Design or Workmanship

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

Deliberate or Criminal Acts

Any **damage** or liability arising out of a deliberate act by **you** or by anyone acting on **your** behalf. This exclusion does not apply to theft of insured property by domestic staff.

Electrical or Mechanical Breakdown

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

Existing Damage

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



Gradual Physical Loss or Damage

Any **damage** caused by:

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

Pollution or Contamination

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

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

Radioactive Contamination

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

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

Sonic bangs

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

Terrorism

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

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

Virus, Disease and Pandemic

Any loss, destruction, **damage**, liability, injury or any costs or expenses of whatsoever nature directly or indirectly occasioned by, arising from, caused by, happening through or in consequence of, or otherwise attributable to:

- a) Coronaviruses;



- b) Coronavirus disease (COVID-19);
- c) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- d) Any mutation or variation of SARS-CoV-2;
- e) Any infectious or contagious diseases which have been declared as a pandemic by the World Health Organisation;
- f) Any new and emerging communicable diseases;
- g) Any fear or threat of a), b), c), d), e), or f) above.

This exclusion shall not apply in relation to Section 6 (Lifestyle and Legal Expenses) or Section 7 (Home Emergency) or to any amount **you** become legally liable to pay in respect of any accidental injury to domestic employees.

War

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



General Conditions

The following conditions apply to the whole of this **policy** wording document and to all sections of **your** insurance **policy** unless they have been removed or amended by a condition in a specific section or by an **endorsement**. If it is found that **you** have not complied with a general condition under this **policy** and that **your** compliance would normally reduce or prevent a loss, we may reduce or refuse a claim.

If **you** are in any doubt as to the meaning or context of these conditions please contact **your** insurance advisor, or if **you** are unable to contact them please contact **us** using the details outlined in the 'Useful Contacts' on page 5.

Abandoning Property

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

Assignment

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

Building Works and Refurbishment

You must provide **us** with full details of any building work or heat processes including restoration, repair, redecoration, maintenance or other similar work, where the estimated value of the works is greater than one hundred thousand pounds (£100,000) before the signing of any contract which, in any way, removes or limits **your** legal rights against a contractor. If **you** do not notify **us** and provide **us** with full details before the work is due to start, any loss, directly or indirectly caused by or relating to the work, will not be covered under **your** **policy**.

Claims

The following claims conditions apply to the whole of this **policy** except Section 6 – Lifestyle and Legal Expenses and Section 7 – Home Emergency. Please refer to the 'How to Make a Claim' section for details of what to do when **you** have a claim under those sections.

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

Your Duties After a Loss

Notification

If the **damage** has been caused by theft, attempted theft, accidental loss, malicious **damage** or vandalism **you** must notify the Police immediately and obtain a crime reference number.

You must notify **us** or **your** insurance advisor, as soon as **you** are aware of any **damage** from any cause.



Protection of Property

You must take any necessary steps to prevent further **damage** including making emergency repairs and taking steps to recover any lost or stolen property. If **you** would like assistance, please call **our** twenty four (24) hour emergency helpline on 0333 234 1721. Before any other repair work begins **we** have the right to inspect the damaged property. **We** will tell **you** if **we** want to do this.

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

Prepare an Inventory and Proof of Loss

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

Injury to Someone or Damage to their Property

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

Recovering a Loss Payment

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

Fraud

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

Indexation

We will adjust the sum insured for **buildings** and **general contents** each month according to an appropriate index without any adjustment to the premium during the **period of insurance**. **You** should check **your** sums insured when **you** renew **your policy**, to make sure that they reflect the full value of the **buildings** and **general contents**.

Information

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

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

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

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



Misrepresentation

You have a duty to take reasonable care not to make a misrepresentation to **us** as set out in the Consumer Insurance (Disclosure and Representations) Act 2012.

If **we** establish that **you** deliberately or recklessly provided **us** with false information **we** may treat this insurance as if it never existed, decline all claims and retain any premium paid.

If **we** establish that **you** were careless in providing **us** with information **we** have relied on in accepting this insurance and setting its terms and premium, **we** may:

- treat this insurance as if it never existed and refuse to pay all claims and return the premium paid. **We** will only do this if **we** have provided **you** with insurance cover **we** would not otherwise have offered;
- amend the terms of **your** insurance to those which **we** would have offered. **We** may apply these amended terms as if they were already in place if a claim has been adversely impacted by **your** carelessness;
- reduce the amount **we** pay on a claim in the proportion that the premium that **you** have paid bears to the higher premium **we** would have charged **you** relevant to the Section or Sections of cover underinsured under which the respective claim or claims arise;
- cancel **your** policy in accordance with the cancellation condition.

Other Insurance

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

Premium Payment

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

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

Reasonable Care

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



Sums Insured

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

Buildings

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

Tenant's Improvements

The cost to repair or replace as new.

General Contents

The cost to repair or replace them as new.

Art, Antiques and Collectables

The full value is the replacement cost or current market value, whichever is the greater.

Valuables

The full value is the replacement cost or current market value, whichever is the greater.

Third Parties

You and **we** are the only parties to this **policy**. Nothing in this **policy** is intended to give any person any right to enforce any term of this **policy** which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.



Your Insurance Cover

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

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

Section 1 – Art, Antiques and Collectables.....	27
Section 2 – Valuables	31
Section 3 – General Contents.....	35
Section 4 – Buildings	42
Section 5 – Liability	47
Section 6 – Lifestyle and Legal Expenses	51
Section 7 – Home Emergency.....	62



Section I – Art, Antiques and Collectables

This section applies where a sum insured under the heading of **Art, Antiques and Collectables** appears on **your schedule**. Please ensure that the cover given under this section meets **your** requirements, should **you** have any queries please contact **your** insurance advisor.

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

What is Covered

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

Specified Items

- If the item, pair or set is lost or damaged beyond economic repair the most we will pay is the sum insured shown on the schedule.
- If the item, pair or set can be economically repaired we will pay the cost of repairs and any loss in market value up to the sum insured shown on your schedule for that item.

Provided that **We** hold a professional valuation for the specified item which is no more than three (3) years old at the time of loss which supports the amount being claimed.

We will not pay more than:

- the total sum insured for **art, antiques and collectables** as shown in the **schedule**.

Unspecified Items

- the market value at the time of the loss if the item, pair or set is lost or damaged beyond economic repair or;
- the cost of the repairs and any loss in market value if the item, pair or set is partially damaged.

We will not pay more than;

- fifty thousand pounds (£50,000) per article for unspecified **art, antiques and collectables**
- the total **art, antiques and collectables** sum insured as shown in the **schedule**.

Additional Covers

Death of Artist

We will pay for the increased value of **art, antiques and collectables** where such increase is due to the death of the artist provided that:

- Loss or damage occurs within the immediate 12 months following the death of the artist; and



- We have received and accepted a professional valuation for the item which is no more than three (3) years old at the time of loss.

The maximum amount **we** will pay under this Additional Cover is one hundred and fifty percent (150%) of sum insured for any one piece of art and up to one hundred thousand pounds (£100,000) in total.

Gifts and New Possessions

We will pay up to twenty five percent (25%) subject to a maximum of twenty five thousand pounds (£25,000) of the sum insured by this section for **your home** to cover gifts of **art, antiques and collectables** purchased for a wedding, anniversary, birthday or religious festival, which **you** celebrate during the period of thirty (30) days before and thirty (30) days after such celebration. **We** will also pay up to twenty five percent (25%) subject to a maximum amount of twenty five thousand pounds (£25,000) of the sum insured by this section for **your** main residence to cover items that are newly acquired by **you** but not yet notified to **us**, providing that **you** notify **us** within sixty (60) days of the acquisition and pay the appropriate additional premium.

Market Appreciation

We will pay up to one hundred and fifty percent (150%) of the sum insured shown on **your policy schedule** up to a maximum amount of seventy five thousand pounds (£75,000) for any specified item where the value of that item has increased since the start of the **policy** period to the date of the loss.

We will only pay if **you** have provided **us** with an accepted valuation that is no more than three (3) years old at the time of loss and **you** have provided **us** with an acceptable independent valuation illustrating the increase in market value.

This Additional Cover will not be applied in conjunction with any Additional Cover provided in respect of the Death of Artist.

Pairs, Sets and Suites

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

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

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

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

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

Preventative Measures

We will pay up to two thousand five hundred pounds (£2,500) which **you** incur with **our** prior written consent in taking reasonable and necessary measures to avoid or mitigate **damage** covered by this section of the **policy**.

Removal of Debris

Following **damage** to the **art, antiques and collectables** covered by this section of the **policy** **we** will pay reasonable and necessary costs incurred for the removal of debris arising from the **damage**.



Reward

We will pay up to ten thousand pounds (£10,000) to any individual or organisation other than the Police, **you**, **your** guest or an insured relative, for information which leads to the arrest and conviction of any person(s) who commits an illegal act which results in a valid claim under this section of **your policy**.

Vaulted Items

We will pay, up to the limits declared on **your schedule**, for **damage** to **art, antiques and collectables** whilst in a bank vault or depository during a period of temporary removal.



What is Not Covered

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

- misuse, faulty workmanship or design, or the use of faulty materials;
- repair, alteration, refinishing, dyeing, cleaning or renovating;
- wear and tear, gradual deterioration, rust or oxidation;
- rot, fungus, insects, vermin, pests, atmospheric or climatic conditions;
- normal settlement, warping or shrinkage;
- a contaminant pollutant, waste, smog, industrial or agricultural smoke;
- anything which happens gradually, including rising damp;
- mechanical or electrical faults or breakdown;
- coastal or river erosion;
- maintenance or routine renovation
- non receipt of goods or services **you** have paid for through any internet website or any other distance purchasing method.

We do not cover:

- theft or attempted theft by deception unless deception is used solely to gain entry to **your home**
- **art, antiques and collectables** whilst in storage unless:
 - removed to a specialist commercial storage facility; and
 - any theft or attempted theft involves force and violence to gain entry or exit; and
 - if the period of storage exceeds sixty (60) days unless **you** have agreed this with **us** and paid any additional premium required.
- an item being transported unless it is adequately packed and secured, given the nature of the item and how it is transported.
- any **damage** whilst **your home** is **unfurnished** or **unoccupied** caused by:
 - the escape of water from fixed tanks, apparatus or pipes and **damage** caused by freezing or bursting of such items unless the central heating system is switched on and maintained in operation during the period November to March inclusive or alternatively the water supply is turned off and the system drained;
 - theft, attempted theft, malicious **damage** or vandalism.
- any **damage** caused by **you** not receiving goods or services **you** have paid for through any internet website or any other distance purchasing method.
- the amount of any **excess** shown in **your schedule**.



Section 2 – Valuables

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

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

What is Covered

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

Specified Items

- If the item, pair or set is lost or damaged beyond economic repair the most we will pay is the sum insured shown on the schedule.
- If the item, pair or set can be economically repaired we will pay the cost of repairs and any loss in market value up to the sum insured shown on your schedule for that item.

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

We will not pay more than:

- the total sum insured for **valuables** as shown in the **schedule**.

Unspecified Items

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

We will not pay more than;

- twenty thousand pounds (£20,000) per article for unspecified **valuables**
- the total **valuables** sum insured as shown in the **schedule**.



Additional Covers

Death of Artist

We will pay for the increased value of **valuables** where such increase is due to the death of the artist provided that:

- Loss or damage occurs within the immediate 12 months following the death of the artist; and
- We have received and accepted a professional valuation for the item which is no more than three (3) years old at the time of loss.

The maximum amount **we** will pay for any one piece of art is up to one hundred and fifty percent (150%) of its sum insured and up to one hundred thousand pounds (£100,000) in total.

Gifts and New Possessions

We will pay up to twenty five percent (25%) subject to a maximum amount of twenty five thousand pounds (£25,000) of the sum insured by this section for **your** main residence to cover gifts which are defined as **valuables** purchased for a wedding, anniversary, birthday or religious festival, which **you** celebrate during the period of thirty (30) days before and thirty (30) days after such celebration. **We** will also pay up to twenty five percent (25%) subject to a maximum amount of fifty thousand pounds (£50,000) of the sum insured by this section for **your** main residence to cover items that are newly acquired by **you** but not yet notified to **us**, providing that **you** notify **us** within sixty (60) days of the acquisition and pay the appropriate additional premium.

Market Appreciation

We will pay up to one hundred and fifty percent (150%) of the sum insured shown on **your policy schedule** up to maximum amount of seventy five thousand pounds (£75,000) for any specified item where the value of that item has increased since the start of the **policy** period to the date of the loss.

We will only pay if **you** have provided **us** with an accepted valuation that is no more than three (3) years old at the time of loss and **you** have provided **us** with an acceptable independent valuation illustrating the increase in market value.

This Additional Cover will not be applied in conjunction with any Additional Cover provided in respect of the Death of Artist.

Pairs, Sets and Suites

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

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

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

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

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



Preventative Measures

We will pay up to two thousand five hundred pounds (£2,500) which **you** incur with **our** prior consent in taking reasonable measures to avoid or mitigate **damage** covered by this section of the **policy**.

Removal of Debris

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

Reward

We will pay up to ten thousand pounds (£10,000) to any individual or organisation other than the Police, **you**, **your** guest or an insured relative, for information which leads to the arrest and conviction of any person(s) who commits an illegal act which results in a valid claim under this section of **your policy**.

Vaulted Items

We will pay, up to the limits declared on **your schedule**, for **damage** to **valuables** whilst in a bank vault or depository specified in **your policy schedule** during temporary period of removal.



What is Not Covered

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

- misuse, faulty workmanship or design, or the use of faulty materials;
- repair, alteration, refinishing, dyeing, cleaning or renovating;
- wear and tear, gradual deterioration, rust or oxidation;
- rot, fungus, insects, vermin, pests, atmospheric or climatic conditions;
- normal settlement, warping or shrinkage;
- a contaminant pollutant, waste, smog, industrial or agricultural smoke;
- anything which happens gradually, including rising damp;
- mechanical or electrical faults or breakdown;
- coastal or river erosion;
- maintenance or routine renovation;
- non receipt of goods or services **you** have paid for through any internet website or any other distance purchasing method.

We do not cover:

- theft or attempted theft by deception unless deception is used solely to gain entry to **your home**;
- **valuables** whilst in storage;
- an item being transported unless it is adequately packed and secured, given the nature of the item and how it is transported;
- any **damage** whilst **your home** is **unfurnished** or **unoccupied** caused by:
 - the escape of water from fixed tanks, apparatus or pipes and **damage** caused to such items by freezing or bursting unless the central heating system is switched on and maintained in operation during the period November to March inclusive or alternatively the water supply is turned off and the system drained;
 - theft, attempted theft, malicious **damage** or vandalism.
- the amount of any **excess** shown in **your schedule**.



Section 3 – General Contents

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

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

What is Covered

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

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

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

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

We will not pay more than:

- five thousand pounds (£5,000) for any one rowing boat, dinghy, hand propelled boat, surfboard, sailboard, jet ski and their accessories;
- five thousand pounds (£5,000) for any one trailer or non motorised horsebox;
- five thousand pounds (£5,000) for any one motorcycle with an engine capacity of less than fifty one (51) cc, quad bike, golf cart or vehicle designed to assist disabled persons.
- Five thousand pounds (£5,000) in total for pedal cycles and electric cycles, and no more than two thousand five hundred pounds (£2,500) per pedal cycle or electric cycle.
- Two thousand five hundred pounds (£2,500) in total for electric scooters, and no more than one thousand pounds (£1,000) per electric scooter.

Additional Covers

Alternative Accommodation

We will pay the cost of reasonable alternative accommodation for **you, your** domestic pets and horses incurred whilst **your home** cannot be lived in for a period of up to three (3) years as a result of physical loss or **damage** covered under this section of the **policy**. **We** will not pay more than £500,000 for Alternative Accommodation.

Art, Antiques and Collectables under General Contents Cover

We will pay up to five thousand pounds (£5,000) of **art, antiques and collectables** that **you** have accidentally not declared in **your** sum insured as either specified or unspecified under the **art, antiques and collectables** section, providing that the sums insured declared under **your general contents** sum insured has adequate provision for these items.



Business Equipment

We will pay up to twenty thousand pounds (£20,000) to replace or repair damaged **business equipment** caused only and directly by physical loss of or **damage to your buildings or general contents** which is covered under this insurance providing that this property is not classified as hazardous or flammable material.

Data and Digital Music Replacement

We will pay up to ten thousand pounds (£10,000) towards the costs incurred in retrieving or reconstructing **your personal or incidental business data or digital music** stored in a computer in **your home** lost as a result of **damage** covered under this section of the **policy**.

Domestic Heating Fuel and Metered Water

We will pay up to ten thousand pounds (£10,000) for the accidental loss of metered water or oil from **your** fixed domestic water or heating installation.

Evacuation

We will pay for the additional costs of reasonable alternative accommodation for **you** and **your** domestic pets and horses for a period of up to six (6) months after **you** have been prohibited from living in **your home** by a civil authority as direct result of **damage** occurring to a neighbouring property which would have been covered if it were insured under the terms and conditions of this **policy**. We will not pay more than £50,000 under Evacuation.

Fatal Injury

We will pay fifty thousand pounds (£50,000) (unless limited by law to a lower amount) if within twelve (12) months **you** die as a direct result of fire, lightning, explosion or violence by burglars in **your home** during the **period of insurance**. We will not pay more than £50,000 for any one claim and in the aggregate.

Freezer Contents

We will pay up to two thousand five hundred pounds (£2,500) for the cost of replacing food in **your** domestic freezer or refrigerator if it is spoiled by a rise or fall in temperature, provided it is not a deliberate act of the power supply authority or the withholding or restricting of power by such an authority. The **excess** shown in the **schedule** does not apply in respect of any claim for freezer contents.

Gardens and Trespass Protection

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

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

We will not pay more than one thousand pounds (£1,000) for any one tree, shrub or plant.



Gifts and New Possessions

We will pay up to twenty five percent (25%) subject to a maximum of twenty five thousand pounds (£25,000) of the sum insured by this section for **your** main residence to cover gifts purchased for a wedding, anniversary, birthday or religious festival which **you** celebrate during the period of thirty (30) days before and thirty (30) days after such celebration.

The **general contents** sum insured at each **home** insured by this section and shown in the **schedule** is increased by twenty five percent (25%) subject to a maximum of twenty five thousand pounds (£25,000) to cover newly acquired **general contents** provided **you** advise **us** within sixty (60) days of the date of purchase and **you** pay any additional premium due.

Hire of Replacement Golf Clubs Overseas

We will pay up to five hundred pounds (£500) for the hire of replacement golf clubs following **damage** to **your** golf clubs or any that **you** may have hired or borrowed whilst playing golf outside the **territorial limits**.

Lock and Key Replacement

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

Marquees

We will pay up to twenty five thousand pounds (£25,000) for any **damage** to any marquee, associated lighting, heating and furnishings that **you** hire temporarily and are legally responsible for whilst at a **home** insured by this section of the **policy** and shown in the **schedule** provided the marquee and associated property is not insured elsewhere.

Memorial Stones

We will pay up to five thousand pounds (£5,000) for **damage** to a memorial stone or plaque situated anywhere in the **territorial limits** in memorial of **your** parent, spouse, partner or child.

Money

We will pay up to:

- five thousand pounds (£5,000) for **damage** to **money**; or
- ten thousand pounds (£10,000) for **damage** to **money** if in a locked safe at **your home**.

Outdoor Items

We will pay for **damage** to **outdoor items** within the boundaries of the **home**. We will pay up to ten percent (10%) of the **general contents** sum insured shown on **your policy schedule** up to maximum amount of two thousand five hundred pounds (£2,500) per item.

Pairs, Sets and Suites

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

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



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

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

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

Personal Documents

We will pay up to ten thousand pounds (£10,000) towards the costs incurred in replacing lost or damaged deeds, bonds, securities and manuscripts.

Personal Property of Guests and Domestic Employees

We will pay up to ten thousand pounds (£10,000) for any **damage** to the possessions of **your** guests and domestic employees whilst in any **home** insured by this section of the **policy** provided the possessions are not insured elsewhere.

Preventative Measures

We will pay up to two thousand five hundred pounds (£2,500) which **you** incur with **our** prior consent in taking reasonable measures to avoid or mitigate **damage** covered by this section of the **policy**.

Removal of Debris

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

Rent Owed to You

We will pay for any rent **you** would have received as landlord and cannot recover if **your home** cannot be lived in as a result of **damage** covered by this section of the **policy**. **We** will not pay rent for more than three (3) years from the date of the loss. **We** will not pay more than £250,000 for Rent Owed to You.

Reward

We will pay up to ten thousand pounds (£10,000) to any individual or organisation other than the Police, **you**, **your** guest or an insured relative, for information which leads to the arrest and conviction of any person(s) who commits an illegal act which results in a valid claim under this section of the **policy**.

Residential Care

We will pay up to twenty percent (20%) of the total **general contents** sums insured for **general contents** up to a maximum amount of fifteen thousand pounds (£15,000) belonging to **your dependent relatives** whilst at a nursing home, hospice or residential care home.

Student Possessions

We will pay up to ten thousand pounds (£10,000) for **damage** to **general contents** belonging to any member of **your** household whilst at their student accommodation.



Valuables under General Contents Cover

We will pay up to two thousand five hundred pounds (£2,500) for **valuables** that **you** have accidentally not declared in **your** sum insured as either specified or unspecified under the **valuables** section, providing that the sums insured declared under **your general contents** sum insured has adequate provision for these items.



What is Not Covered

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

- misuse, faulty workmanship or design, or the use of faulty materials;
- repair, alteration, refinishing, dyeing, cleaning or renovating;
- wear and tear, gradual deterioration, rust or oxidation;
- rot, fungus, insects, vermin, pests, atmospheric or climatic conditions;
- normal settlement, warping or shrinkage;
- a contaminant pollutant, waste, smog, industrial or agricultural smoke;
- anything which happens gradually, including rising damp;
- mechanical or electrical faults or breakdown;
- coastal or river erosion;
- loss caused by **you** not receiving goods or services **you** have paid for through any internet website or any other distance purchasing method.

We do not cover:

- theft or attempted theft by deception unless deception is used solely to gain entry to **your home**;
- any **damage** to quad bikes, motorcycles, electric scooters or golf buggies whilst they are being used;
- any **damage** to rowing boats, dinghies or sailboards whilst they are being raced;
- animals, birds or fish;
- **general contents, art, antiques and collectables** whilst in storage unless:
 - removed to a commercial storage facility;
 - any theft or attempted theft involves force and violence to gain entry or exit;
 - the period of storage exceeds 60 days unless **you** have agreed this with **us** and paid any additional premium required.
- **valuables** whilst in storage;
- an item being transported unless it is adequately packed and secured, given the nature of the item and how it is transported;
- **valuables** and **money** belonging to visitors and domestic staff;
- any **damage** whilst **your home** is **unfurnished** or **unoccupied** caused by:
 - the escape of water from fixed tanks, apparatus or pipes and **damage** caused to such items by freezing or bursting unless the central heating system is switched on and maintained in operation during the period November to March inclusive or alternatively the water supply is turned off and the system drained;
 - theft, attempted theft, malicious **damage** or vandalism;
- additional metered water charges or the cost of oil lost from the fixed domestic water or heating installation;
- the cost of maintenance or routine redecoration;



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



Section 4 – Buildings

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

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

What is Covered

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

The most **we** will pay for **damage** to the building is the sum insured. **We** will not make any deduction for wear, tear or depreciation and the sum insured will not be reduced by the amount paid under any claim.

Additional Covers

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

Alternative Accommodation

We will pay the cost of reasonable alternative accommodation for a period of up to three (3) years for **you, your domestic pets and horses** incurred whilst **your home** cannot be lived in as a result of **damage we** have agreed to pay for under this section. **We** will not pay more than £500,000 for Alternative Accommodation.

Building Works and/or Refurbishment

We will pay up to a maximum of one hundred thousand pounds (£100,000) in total for each incident of loss directly or indirectly caused by or relating to restoration, repair, redecoration, maintenance or other similar work. However, **you** must provide **us** with full details of any building work, heat processes, or other similar work, where the estimated value of the works is greater than one hundred thousand pounds (£100,000) before the signing of any contract which, in any way, removes or limits **your** legal rights against a contractor. If **you** do not notify **us** and provide **us** with full details before the work is due to start, any loss, directly or indirectly caused by or relating to the work, will not be covered under **your policy**.

Domestic Heating Fuel and Metered Water

We will pay up to ten thousand pounds (£10,000) for the loss of metered water or oil from **your** fixed domestic water or heating installation.

Emergency Access to the Home

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



Evacuation

We will pay for the additional costs of reasonable alternative accommodation for **you** and **your** domestic pets and horses for a period of up to six (6) months after **you** have been prohibited from living in **your home** by a local authority as direct result of **damage** occurring to a neighbouring property which would have been covered if it were insured under the terms and conditions of this **policy**. We will not pay more than £50,000 under Evacuation.

Fatal Injury

We will pay fifty thousand pounds (£50,000) (unless limited by law to a lower amount) if within twelve (12) months **you** die as a direct result of fire, lightning, explosion or violence by burglars in **your home** during the **period of insurance**. We will not pay more than £50,000 for any one claim and in the aggregate.

Fees and Additional Expenses

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

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

We will not pay more than twenty five percent (25%) of the **Buildings** sum insured or for any the costs of preparing any claim that **you** make against **us**.

Finding a Leak

We will pay up to twenty five thousand pounds (£25,000) for costs incurred, including the necessary cost of removing any part of **your home**, to find the source of a leak:

- of domestic heating oil, water or gas from the fixed central heating, gas or water system in **your home**;
- from the underground service pipes to the **home** for which **you** are legally responsible.

provided that the leak occurs during the **period of insurance**.

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



Gardens and Trespass Protection

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

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

We will not pay more than one thousand pounds (£1,000) for any one tree, shrub or plant.

Home Upgrades

If we pay a claim that **you** make for **damage** to **buildings** caused as a result of flood or escape of water, we will assist **you** with a contribution towards the costs or providing or installing preventative measures that have been suggested by **our** contractor, that we approve and that **you** agree. The maximum that we will pay is two thousand five hundred pounds (£2,500) subject to **our** prior written agreement.

Land

We will pay up to ten percent (10%) of the **buildings** sum insured at the location where the loss occurs to stabilise, excavate or replace land around or under the **buildings** required as a result of **damage** covered by this section of the **policy**.

Lock and Key Replacement

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

Mortgagees and Interested Parties

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

Preventative Measures

We will pay up to two thousand five hundred pounds (£2,500) for costs which **you** incur with **our** prior consent in taking reasonable measures to avoid or mitigate **damage** covered by this section of the **policy**.

Rebuilding Cost Guarantee

Where we have carried out an appraisal or **you** have provided **us** with an acceptable independent professional rebuilding cost valuation of **your home** completed within the last three (3) years and the sum insured has been based on this valuation, we will pay the full cost of rebuilding or repairing the **damage**. Where this cost exceeds the sum insured we will, in addition to the sum insured, pay up to a further twenty five percent (25%) of the sum insured subject to a maximum of an additional one million pounds (£1,000,000).

The rebuilding cost guarantee does not apply:



- if the **buildings** sum insured has not been maintained by **you** since the date of the valuation to represent the full rebuilding cost, including adjustments suggested by **us**, any re-evaluations and the annual adjustments for inflation;
- if the **buildings** or any part of the **buildings** are listed;
- if any works are carried out on **your home** where the cost of the work exceeds one hundred thousand pounds (£100,000) and **you** have not informed **us** at the commencement of the works and notify **us** when they have been completed;
- if any additions, alterations or improvements have been made to the **buildings** since the valuation was carried out unless **you** have amended the sum insured to reflect the work;
- if **you** do not repair, replace or rebuild **your home** at the same location;
- if **you** do not commence the repair or reinstatement within one hundred and eighty (180) days of the date of a partial loss;
- if **you** cannot repair, replace or rebuild **your home** because **your** primary mortgagee or its assignees have recalled **your** mortgage.

Rent Owed to You

We will pay for any rent **you** would have received as landlord and cannot recover if **your home** cannot be lived in as a result of **damage we** have agreed to pay for under this section. **We** will not pay rent for more than three (3) years. **We** will not pay more than £250,000 for Rent Owed to You.

Removal of Nests

We will pay up to one thousand pounds (£1,000) for the costs associated with the professional removal and disposal of nests of birds or stinging insects from **your home**.

Reward

We will pay up to ten thousand pounds (£10,000) to any individual or organisation other than the Police, **you**, **your** guest or an insured relative, for information which leads to the arrest and conviction of any person(s) who commits an illegal act which results in a valid claim under this **policy**.

Selling your Home

If **you** enter into a contract to sell any **home** insured under this section of the **policy**, the purchaser is entitled to the benefit of the cover provided under this **policy** for the period from the exchange of contracts (the offer to purchase in Scotland) up to completion provided that the **home** is not insured by the purchaser or on their behalf. The purchaser is not entitled to any other benefits provided under Additional Covers.

Temporary Removal of Fixtures

We will pay up to ten percent (10%) of the **buildings** sum insured for permanent **fixtures and fittings** removed from the **buildings** for up to sixty (60) days for repair restoration or safe keeping.

Unfixed Building Materials

We will pay up to ten percent (10%) of the **buildings** sum insured up to a maximum of ten thousand pounds (£10,000) for newly acquired unfixed building materials and supplies owned by and kept within the grounds of **your home** for use in the construction, maintenance or alteration of **your home**.



What is Not Covered

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

- misuse, faulty workmanship or design, or the use of faulty materials;
- repair, alteration, refinishing, dyeing, cleaning or renovating;
- wear and tear, gradual deterioration, rust or oxidation;
- rot, fungus, insects, vermin, pests, atmospheric or climatic conditions;
- normal settlement, or shrinkage or by subsidence of newly made up ground, demolition, alteration, repair, or any similar work on the **buildings**;
- a contaminant, pollutant, waste, smog, industrial or agricultural smoke;
- anything which happens gradually, including rising damp;
- mechanical or electrical faults or breakdown;
- storm or flood to gates, hedges, fences and open sided **buildings** unless caused by impact from falling trees or telegraph poles;
- coastal or river erosion.

We do not cover:

- any **damage** caused by subsidence, ground heave or landslip:
 - to domestic tanks, permanent swimming pools, ornamental man-made ponds, fountains, cesspits, septic tanks, terraces, patios, hard tennis courts, driveways, footpaths, boundary and garden walls, gates, railings, hedges and fences unless the main house is **damaged** at the same time by the same cause
 - to solid floors unless the foundations under the load bearing walls are physically **damaged** at the same time by the same cause;
- any **damage** whilst **your home** is **unfurnished** or **unoccupied** caused by:
 - the escape of water from fixed central heating and water systems, domestic tanks, apparatus or pipes and **damage** caused by freezing or bursting unless the central heating system is switched on and maintained in operation during the period November to March inclusive or alternatively the water supply is turned off and the system drained;
 - theft, attempted theft, malicious **damage** or vandalism.
- The cost of maintenance or routine redecoration;
- The amount of any **excess** shown in **your schedule** other than for claims for lock and key replacement.



Section 5 – Liability

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

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

What is Covered

Part A - Property Owners' Liability

Property owners' liability is only covered if the **buildings** for the relevant **home** are covered under Section 4 – **Buildings** of this **policy**.

We will pay:

- up to ten million pounds (£10,000,000) inclusive of **your** legal defence costs and expenses incurred with **our** prior written consent to indemnify **you** against all amounts that **you** become legally liable to pay in respect of any one incident for accidental:
 - **injury** to any person other than **you** or any persons employed by **you**;
 - **damage** to property.
- occurring during the **period of insurance** and incurred:
 - as a result of **your** ownership of the **buildings** or land belonging to the **home**;
 - under the Defective Premises Act 1972 or the Defective Premises (Northern Ireland) Order 1975 in connection with any **home** which **you** previously owned or occupied.

If **you** cancel this **policy** following the sale of **your home** the cover provided for liability incurred under the Defective Premises Act 1972 and the Defective Premises (Northern Ireland) Order 1975 will continue for seven (7) years from the cancellation date provided no other **policy** covers this liability.

Additional Cover to Part A

Acquired Land

We will indemnify **you** against all amounts which **you** become legally liable to pay as owner of any land that **you** acquire within the **territorial limits** during the **period of insurance** provided that:

- the land has not been acquired for property development or any **business** pursuit or **business** activity;
- there are no **buildings** on the land;
- **you** inform **us** within sixty (60) days of the acquisition and pay any additional premium required;
- **you** are not entitled to indemnity under any other insurance.



Part B - Occupiers', Personal and Employers' Liability

Occupiers', personal and employers' liability is only covered if Section 3 – **General Contents** of this **policy** is shown as operative on the **schedule**.

We will pay:

- up to ten million pounds (£10,000,000) inclusive of **your** legal defence costs and expenses incurred with **our** prior written consent to indemnify **you** against all amounts **you** become legally liable to pay in respect of any one incident for accidental **injury** to domestic employees
- up to ten million pounds (£10,000,000) inclusive of **your** legal defence costs and expenses incurred with **our** prior written consent to indemnify **you** against all other amounts **you** become legally liable to pay in respect of any one incident for **injury** and **damage** to property:
 - as occupier (not as owner) of the **home**;
 - as occupier (not as owner) of an allotment;
 - in a personal capacity;
 - arising from the hiring out or the opening of **your home** provided that this is for the benefit of an organised charity, religious or community group.
- occurring during the **period of insurance** and incurred by **you** in the **territorial limits** or during temporary visits elsewhere in the world.

Event Cancellation – Charity Events at your Home

We will pay up to fifty thousand pounds (£50,000) for the costs incurred of arranging an alternative venue or for reorganising a charity event at **your home** as a direct result of **damage** that is covered under the terms and conditions of this **policy**.

Tenant's liability

We will pay up to five million pounds (£5,000,000) to indemnify **you** against all amounts which **you** become legally liable to pay as tenant for:

- **damage** to the **buildings**, landlord's **fixtures and fittings**;
- accidental breakage of glass and sanitary ware which forms part of the **buildings**;
- **damage** to cables and underground pipes providing services to or from the **buildings**, septic tanks, cesspits and drain inspection covers;
- the cost of making good **damage** to the **buildings** of any residence occupied by a student member of **your** family temporarily residing away from **your home** attending school, university or college;

as a result of any cause covered and not excluded by Section 2 – **General Contents** of this **policy**.

We will not pay for:

- the cost of maintenance and normal redecoration;
- liability arising whilst the building where the **damage** occurs is **unoccupied**.



What is Not Covered

We do not cover:

Liability for:

- **injury to you;**
- **damage** to property belonging to **you** or in **your** custody or control;
- punitive fines, penalties or damages.

Liability arising from the ownership, possession or use of:

- any motorised vehicle other than:
 - motorcycles and go-karts less than fifty one (51) cc, motorised quad bikes, electric scooters, toys and domestic gardening equipment used within the boundaries of the land belonging to the **home**;
 - vehicles designed to assist disabled persons which are not registered for road use;
 - golf carts or buggies.
- trailers and horseboxes whilst being towed;
- any aircraft hang glider or hovercraft other than:
 - powered model aircraft with an engine capacity not exceeding ten (10) cc and/or a wing span not exceeding 1.88 metres;
 - non-powered model aircraft unless such model aircraft are participating in flying displays.
- any craft or board designed to be used on or in water other than sailboards, surfboards windsurfers or those solely propelled by oars or paddles which are hand or foot operated;
- any unlicensed firearm.

Liability arising from:

- any incident occurring outside the **period of insurance**;
- **injury** or illness to any domestic employee where insurance or security is required under any road traffic legislation within the European Union;
- any willful or malicious act;
- libel, slander, breach of privacy or confidentiality;
- the transmission of any communicable disease by **you**;
- any dangerous dog as defined in the Dangerous Dogs Act 1991 or any subsequent legislation;
- any agreement entered into by **you** unless that liability would have applied even if the agreement did not exist;
- any **business** other than **incidental business**;
- lack of care or skill in the giving of professional or other advice or treatment;
- any damages arising from a contract or agreement (other than **your** liability as a tenant), whether written or not, which imposes a liability which would not have existed without the contract or agreement;



- any damages arising from a pollutant, contaminant, smog, or industrial or agricultural smoke, unless it can be proven to **our** satisfaction that the damages have been incurred as a result of a sudden, identifiable, unintended and unexpected event that took place in its entirety at a specific time and place;
- any damages arising from any judgment or award given or made outside the courts of the United Kingdom.
- any damage or **your** legal liability in respect of any loss, cost or expense directly or indirectly arising out of, resulting from or in respect of which a link has been or is established to the manufacture, mining, processing, distribution, testing, remediation, removal, storage, disposal, sale, use or exposure to asbestos or materials or products containing asbestos whether or not there is another cause of loss which may have contributed concurrently or been operative in the sequence of events resulting in a loss



Section 6 – Lifestyle and Legal Expenses

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

Meaning of Words

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

Appointed Advisor

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

Collective Conditional Fee Agreement

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

Conditional Fee Agreement

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

Domestic Employee

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

Insured

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

Insurer

ARAG Legal Expenses Insurance Company Limited.

Legal Costs & Expenses

- reasonable legal costs and disbursements reasonably and proportionately incurred by the **appointed advisor** on the standard basis and agreed in advance by **us**. The term “standard basis” can be found within the Courts’ Civil Procedure Rules Part 44.
- in civil claims, other side’s costs, fees and disbursements where the **insured** has been ordered to pay them or pays them with **our** agreement.
- reasonable accountancy fees reasonably incurred under Insured event Tax by the **appointed advisor** and agreed by **us** in advance.
- the **insured**’s basic wages or salary under Insured event Loss of earnings while attending court or tribunal at the request of the **appointed advisor** or whilst on jury service.
- the reasonable cost of phone calls, postage (including special delivery), image scanning, photocopying or credit reports incurred under the Insured Event Identity Theft where the **insured** has taken advice from the identify theft resolution helpline.



- the professional fees and expenses of an **appointed advisor** selected by **us** to reduce the actual adverse or negative publicity or media attention directed towards an **insured** under Insured event Crisis communication.
- accommodation and/or storage costs under Insured event Landlord's legal solutions.

Let Property

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

Reasonable Prospects of Success

- other than as set out below, a greater than 50% chance of the **insured** successfully pursuing or defending the claim and, if the **insured** is seeking **damages** or compensation, a greater than 50% chance of enforcing any judgment that might be obtained.
- in criminal prosecution claims where the **insured**:
 - pleads guilty, a greater than 50% chance of successfully reducing any sentence or fine; or
 - pleads not guilty, a greater than 50% chance of that plea being accepted by the court.
- in all claims involving an appeal, a greater than 50% chance of the **insured** being successful.

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

Tenancy Agreement

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

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

Territorial Limit

For insured events Contract and Personal injury; the **United Kingdom**, countries in the European Union, Norway and Switzerland. For all other insured events, the **United Kingdom**.

We/Us/Our

ARAG plc who is authorised under a binding authority agreement to administer this insurance on behalf of the **insurer**.



Cover

Following an Insured event the **insurer** will pay the **insured's legal costs & expenses** up to one hundred thousand pounds (£100,000) (including the cost of appeals) for all claims related by time or originating cause, subject to all of the following requirements being met:

- the **insured** keeps to the terms of this section and co-operates fully with **us**;
- the Insured event happens within the **territorial limit**;
- the claim:
 - always has **reasonable prospects of success**;
 - is reported to **us**:
 - during the **period of insurance**; and
 - as soon as the **insured** first becomes aware of circumstances which could give rise to a claim.
- unless there is a conflict of interest the **insured** always agrees to use the **appointed advisor** chosen by **us** in any claim before proceedings have been or need to be issued.
- any dispute will be dealt with through mediation or by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory body agreed with **us**.

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

Insured Events

Part A - Lifestyle

Employment

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

- ACAS Code of Practice for Disciplinary and Grievance Procedures; or
- Labour Relations Agency Code of Practice on Disciplinary and Grievance Procedures in Northern Ireland.

have been or ought to have been concluded.

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

We will not cover any claim relating to:

- a dispute arising solely from personal injury;
- defending the **insured** other than defending an appeal;
- **legal costs & expenses** for an employer's internal disciplinary process or an employee's grievance hearing or appeal;
- an **insured's** employer or ex-employer's pension scheme;



- a compromise or settlement agreement between the **insured** and their employer unless such agreement arises from an ongoing claim under this section.

Contract

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

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

We will not cover any claim relating to:

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

Property

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

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

We will not cover any claim relating to:

- the first two hundred and fifty pounds (£250) of any claim arising from a public or private nuisance or trespass - this is payable by the **insured** as soon as **we** accept the claim;
- a contract entered into by an **insured**;
- any building or land other than **your home** or a residence used by **you** as a second **home**;
- a motor vehicle;
- the compulsory purchase of, or demolition, restrictions, controls or permissions placed on **your** property by any government, local or public authority;
- defending any dispute arising from property **damage** other than defending a counter claim or an appeal;
- a dispute with any party other than the person(s) who caused the **damage**, nuisance or trespass.

Personal Injury

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



We will not cover any claim relating to:

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

Clinical Negligence

A dispute arising from alleged clinical negligence or malpractice.

We will not cover any claim relating to:

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

Tax

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

We will not cover any claim relating to:

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

Legal Defence

- **Work**

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

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

- **Motor**

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

- **Other**

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

We will not cover any claim relating to:

- owning a vehicle or driving without motor insurance or driving without a valid driving licence;



- a parking offence.

Loss of Earnings

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

We will not cover any claim relating to:

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

Identity Theft

A dispute arising from the use of the **insured**'s personal information without their permission to commit fraud or other crimes provided the **insured** contacts our Identity Theft Advice and Resolution Service as soon as they suspect that their identity may have been stolen.

The **insurer** will not pay for any **money** claimed, goods, loans, or other property or financial loss or other benefit obtained as a result of the identity theft.

Disputes with Domestic Employees

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

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

We will not cover any claim relating to:

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

Crisis Communication

Following an event that causes the **insured** significant adverse publicity which is likely to damage their personal or professional reputation, the **appointed advisor** will prepare communications on behalf of the **insured** to limit reputational damage.

This will, where necessary include:

- preparing social media messaging, voice messaging or written statements;
- receiving and responding to diverted communication – whether by e-mail or telephone;
- representing the **insured** at a media event or preparing them for media interview;
- managing interaction with media outlets;
- liaising with the **insured**'s solicitor, (whether the solicitor is an **appointed advisor** under this section or acts on the **insured**'s behalf under another section of this policy or any other policy) to draft a media statement or press release.



provided that the **insured** has sought and followed advice from **our** Crisis Communication helpline.

We will not cover any claim relating to:

- any claim arising from or relating to a matter that has not actually resulted in adverse publicity appearing online, in print or broadcast;
- **legal costs & expenses** in excess of ten thousand pounds (£10,000).

Planning Appeals

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

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

We will not cover any claim relating to:

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

Part B - Landlords Legal Expenses

You are covered for up to five (5) let properties. Third Party contract rights shall extend to any person or business appointed as **your** agent to manage the letting of **your let property**.

Repossession

Cover to pursue **your** legal rights to repossess **your let property** that **you** have let under a **tenancy agreement** provided **you** have:

- a) demanded rent in writing from **your** tenant as soon as it is overdue and can provide evidence of this;
- b) given the tenant the correct notices for the repossession of **your let property**;
- c) a right of repossession under:
 - i. Schedule 2, Part 1 (grounds 1 to 8); or
 - ii. Schedule 5, Part 1 (grounds 1 to 8); or
 - iii. Part 1, Section 21; or
 - iv. Part 2, Section 33.

where the Housing Act 1988 as amended by the Housing Act 1996; the Assured Tenancies (Amendment) (England) Order 2010 or the Housing (Scotland) Act applies **to your tenancy agreement**.

Let Property Damage, Nuisance and Trespass

- a) an event which causes visible **damage** to **your let property** and/or anything owned by **you** at **your let property**, provided that in respect of a claim against **your** tenant for damage **you** have prepared, prior to the renting of the tenancy, a detailed inventory of the contents and condition of the **let property** which the tenant has signed.



- b) a public or private nuisance or a trespass relating to **your let property**.

We will not cover any claim relating to:

- damage to **your let property** that arises from or relates to a contractual agreement other than a **tenancy agreement**
- trespass by **your** tenant or ex-tenant
- the compulsory purchase of, or demolition, restrictions, controls or permissions placed on **your let property** by any government, local or public authority.

Recovery of Rent Arrears

Pursuit of **your** legal right to recover rent due under a **tenancy agreement**.

Accommodation & Storage Costs

The **insurer** will pay:

- a) the **insured's** accommodation costs
- b) costs incurred for storage of the **insured's** personal possessions

While the **insured** is unable to reoccupy their **let property**, provided that:

- possession is sought because the **insured** wishes to live at their **let property**
- the **insured** books and pays for accommodation and storage with **our** consent and seeks reimbursement of the agreed costs from **us**.

We will not cover any claim relating to:

- accommodation costs exceeding one hundred and seventy five pounds (£175) per day and in excess of five thousand two hundred and fifty pounds (£5,250) in total
- storage costs exceeding fifty pounds (£50) for each complete week and in excess of three hundred pounds (£300) in total.

Landlord's Prosecution Defence

A prosecution against **you** that arises from **you** letting out **your let property**.

In respect of Part B -Landlords legal expenses **we** will not cover any claim relating to:

- any claim occurring during the first ninety (90) days of the commencement of operative cover under this section where the **tenancy agreement** started before the start of **your** cover (except where **you** have had equivalent cover in force immediately before the start of this section);
- registering, assessing or reviewing rent, rent control, leasehold valuation or the jurisdiction of the First-tier Tribunal (Property Chamber);
- a property which is or should have been registered as a House of Multiple Occupation;
- a dispute with a property management agent.

What Is Not Covered

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

- **legal costs & expenses** incurred without **our** consent;



- any actual or alleged act or omission or dispute happening before, or existing at the start of cover under this section and which the **insured** believed or ought reasonably to have believed could lead to a claim under this section;
- an amount below one hundred pounds (£100);
- an allegation against the **insured** involving:
 - assault, violence or dishonesty, malicious falsehood or defamation;
 - the manufacture, dealing in or use of alcohol, illegal drugs, indecent or obscene materials;
 - illegal immigration;
 - offences under Part 7 of the Proceeds of Crime Act 2002 (**money** laundering offences).
- a dispute between **your** family members;
- an **insured**'s deliberate or reckless act;
- a judicial review;
- a dispute arising from or relating to clinical negligence except as provided for in insured event Clinical negligence;
- a dispute with **us**, the **insurer** or the company that sold this **policy**;
- a group litigation order;
- the payment of fines, penalties or compensation awarded against the **insured**.



Conditions Which Apply to Section 6 – Lifestyle and Legal Expenses

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

The Insured's Responsibilities

An **insured** must:

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

Freedom to Choose an Appointed Advisor

- in certain circumstances as set out below the **insured** may choose an **appointed advisor**. In all other cases no such right exists and **we** shall choose the **appointed advisor**.
- the **insured** may choose an **appointed advisor** if:
 - **we** agree to start proceedings or proceedings are issued against an **insured**; or
 - there is a conflict of interest.
- where the **insured** wishes to exercise the right to choose, the **insured** must write to **us** with their preferred representative's contact details. Where the **insured** chooses to use their preferred representative, the **insurer** will not pay more than **we** agree to pay a solicitor from **our** panel. (**Our** panel solicitor firms are chosen with care and **we** agree special terms with them which may be less than the rates available from other firms.)
- if the **insured** dismisses the **appointed advisor** without good reason, or withdraws from the claim without **our** written agreement, or if the **appointed advisor** refuses with good reason to continue acting for an **insured**, cover will end immediately.

in respect of pursuing a claim the insured must enter into a conditional fee agreement (unless the appointed advisor has entered into a collective conditional fee agreement) where legally permitted. Consent

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

Settlement

- the **insurer** has the right to settle the claim by paying the reasonable value of the **insured's** claim.



- the **insured** must not negotiate, settle the claim or agree to pay **legal costs & expenses** without our written agreement.
- if the **insured** refuses to settle the claim following advice to do so from the **appointed advisor**, the **insurer** reserves the right to refuse to pay further **legal costs & expenses**.
- the **insured** must settle **communication costs** in the first instance and make a receipted claim to **us** for reimbursement.

Barrister's Opinion

We may require the **insured** to obtain and pay for an opinion from a barrister if a dispute arises regarding the merits or value of the claim. If the opinion supports the **insured**, then the **insurer** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **us**, then the **insurer** will pay for a final opinion which shall be binding on the **insured** and **us**. This does not affect the **insured's** right under the next condition below.

Disputes

If any dispute between the **insured** and **us** arises from this section, the **insured** can make a complaint to **us** as described on page 13 of this **policy** and **we** will try to resolve the matter. If **we** are unable to satisfy the **insured's** concerns and the matter can be dealt with by the Financial Ombudsman Service, the **insured** can ask them to arbitrate over the complaint.

Fraudulent Claims and Claims Tainted by Dishonesty

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

- affected our assessment of **reasonable prospects of success**; and/or
- prejudiced in any part the outcome of the **insured's** claim.

the **insurer** shall have no liability for **legal costs & expenses** under this section.



Section 7 – Home Emergency

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

Meaning of Words

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

Central Heating Boiler

A boiler;

- located in **your home** (or connecting garage), and
- which has been serviced no more than twelve (12) months prior to the date of **your home emergency**.

Contractor

- The **contractor** or tradesperson chosen by **us** to respond to **your home emergency**.
- Where **your home** is powered by a biomass boiler, anaerobic digester system, air source heat pump or ground source heat pump, a suitably qualified expert chosen by **you** with **our** agreement to respond to **your home emergency**.

Emergency Costs

- the contractor's call out charge.
- contractor's necessary labour.
- parts and materials where necessary.
- alternative accommodation costs incurred under Alternative Accommodation.

The maximum payable by the **insurer** is three thousand pounds (£3,000) for all claims related by time or original cause. Where **your home** is powered by a biomass boiler, anaerobic digester system, air source heat pump or ground source heat pump, **you** must pay the **contractor** and send the receipt to **us** for the **insurer** to reimburse **you**.

Home Emergency

A sudden unexpected event which clearly requires immediate action in order to:

- prevent damage or avoid further damage to **your home**; and/or
- render the **home** safe or secure; and/or
- restore the main services to the **home**; and/or
- alleviate any health risk to **you**.

Insurer

ARAG Legal Expenses Insurance Company Limited.



Vermin

Brown or black rats, house or field mice, and wasps' or hornets' nests.

We/Us/Our

ARAG plc (or appointed agents on its behalf) who is authorised under a binding authority agreement to administer this insurance on behalf of the **insurer**.

Cover

Following an insured event which results in a home emergency the **insurer** will pay emergency costs provided that:

- the claim is reported to **us**:
 - during the **period of insurance**;
 - immediately after **you** first become aware of a home emergency;
- **your home** is located within the **United Kingdom**
- **you** always agree to use the contractor chosen by **us**.

Insured Events

Main Heating System

The total failure or complete breakdown, whether or not caused by accidental damage, of the main heating system (including a central heating boiler, all radiators, hot water pipes and water storage tanks) in **your home**.

Plumbing & Drainage

The sudden damage to, or blockage or breakage or flooding of, the drains or plumbing system including water storage tanks, taps and pipe-work located within **your home**, which results in a home emergency.

Home Security

Damage (whether or not accidental) or the failure of external doors, windows or locks; which compromises the security of **your home**.

Toilet Unit

Breakage or mechanical failure of the toilet bowl or cistern resulting in the loss of function providing there is no other toilet in the **home**.

Domestic Power Supply

The failure, whether or not caused accidentally, of **your home's** domestic electricity or gas supply.

Lost Keys

The loss or theft of the only available keys, if **you** cannot replace them to gain access to the **home**.



Vermin Infestation

Vermin causing **damage** inside the **home** or a health risk to **you**.

Alternative Accommodation Costs

Your overnight accommodation costs including transport to such accommodation following a **home emergency** which makes the **home** unsafe, insecure or uncomfortable to stay in overnight.

What Is Not Covered

You are not covered for any claim arising from or relating to:

- **emergency costs** which have been incurred before **we** accept a claim;
- an insured event which happens within the first forty eight (48) hours of cover if **you** purchase this section at a different date from other sections within this **policy**;
- **emergency costs** where there is no one at **home** when the **contractor** arrives;
- any matter occurring prior to, or existing at the start of cover under this section, and which **you** believed or ought reasonably to have believed could give rise to a claim under this section;
- any wilful or negligent act or omission or any third-party interference or faulty workmanship which does not comply with recognised industry standards or manufacturer's instructions;
- a main heating system (including a central heating boiler) which is more than fifteen (15) years old;
- LPG fuelled, oil fired, warm air and solar systems; or boilers with an output over sixty (60) Kw/hr;
- the cost of making permanent repairs including any redecoration or making good the fabric of **your home**:
 - once the emergency situation has been resolved;
 - arising from damage caused in the course of the repair or investigation of the cause of the insured event or in gaining access to **your home**;
- the interruption, failure or disconnection of the mains electricity, mains gas or mains water supply
- the replacement of parts that suffer damage or the gradual process of wear and tear over time (such as dripping taps, washers or discs forming part of a tank pipe or tap);
- garages, outbuildings, boundary walls, fences, hedges, cess pits, fuel tanks or septic tanks;
- **your home** being **unoccupied**;
- goods or materials covered by a manufacturer's, supplier's and installer's warranty;
- the failure of equipment or facilities which have not been installed, maintained or serviced in accordance with legal regulations or manufacturer's instructions, or which is caused by a design fault which makes them inadequate or unfit for use;
- a claim covered by another section of this **policy**, or any claim that would have been covered by another section of this **policy** if this section did not exist;



- subsidence, landslip or heave;
- a property that **you** rent or let;
- blockage of supply or waste pipes to the **home** due to freezing weather conditions.

Conditions Which Apply to Section 7 – Home Emergency

Failure to keep any of these conditions may lead the **insurer** to cancel this section or refuse to pay a claim.

Your Responsibilities

You must:

- not do anything that hinders **us** or the **contractor**;
- tell **us** immediately after first becoming aware of any **home emergency**;
- tell **us** immediately of anything that may materially alter **our** assessment of the claim;
- cooperate fully with the **contractor** and **us**;
- provide **us** with everything **we** need to help **us** handle the claim;
- take reasonable steps to recover **emergency costs** that the **insurer** pays and pay to the **insurer** all costs that are recovered should these be paid to **you**;
- minimise any **emergency costs** and try to prevent anything happening that may cause a claim;
- allow the **insurer** at any time to take over and conduct in **your** name any claim, proceedings or investigation;
- be able to prove that the **central heating boiler** has been serviced within twelve (12) months prior to a **home emergency** claim.

Our Consent

We must give **you our** consent to incur **emergency costs**. The **insurer** does not accept liability for **emergency costs** incurred without **our** consent.

Settlement

You must not settle the **contractor's** invoice or agree to pay emergency costs that **you** wish to claim for under this section without **our** agreement.

Disputes

If any dispute between **you** and **us** arises from this section, **you** can make a complaint to **us** as described on page 13 of this **policy** and **we** will try to resolve the matter. If **we** are unable to satisfy **your** concerns, **you** can ask the Financial Ombudsman Service to arbitrate over the complaint.



ARTSURE

POSSESSIONS, PRIZED.

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Artsure is a trading name of Eaton Gate MGU Limited, which is registered in England (No. 9825821)
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