

# PREMIER

All Risks High Net Worth  
Home Insurance Policy

2017



Far from standard

**Plum**  
UNDERWRITING



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PREMIER

## Welcome to Plum Underwriting Ltd

**Thank you for choosing to insure your home with Plum Underwriting Ltd.**

Plum Underwriting Ltd is a specialist home insurance provider, established in 2002. We offer our products to our broker partners in the UK and Ireland, and have built a consistently good reputation based on our excellent customer service and underwriting strengths.

We strive to ensure that you, the policyholder, receive a home insurance policy that is tailored to meet your individual requirements.

We choose our underwriting partners very carefully, based on their financial strength and service capabilities. The underwriter(s) for your policy is as detailed in your policy schedule. Our claims service is designed to respond when you need it most – 24 hours a day, 7 days a week.

We are delighted to be given the opportunity to insure your home and can assure you that we will do all we can to keep you as a valued customer for many years ahead.



**David Whitaker**  
Managing Director

## Your Policy

In return for payment of the premium shown in the **schedule**, **we** agree to insure **you**, subject to the terms and conditions contained in or endorsed on this **policy**, against loss or damage **you** sustain or legal liability **you** incur for accidents happening during the **period of insurance** shown in the **schedule**.

**Your policy** sets out clearly what is and what is not covered and to assist **you**, any words or phrases with special meanings have been defined and are in bold.

The **policy** sections are:

- |                     |                                      |                   |
|---------------------|--------------------------------------|-------------------|
| 1. <b>Buildings</b> | 4. <b>Valuables</b>                  | 7. Home Emergency |
| 2. <b>Contents</b>  | 5. <b>Your Liabilities</b>           | 8. Travel         |
| 3. <b>Fine Art</b>  | 6. Legal Expenses and Identity Theft | 9. Cyber          |

## Your Policy Documentation

It is essential that **you** read **your policy** very carefully.

Words or phrases with special meanings are shown in bold text and are defined on pages 7 to 11 – 'Definitions – words with special meanings'.

**Your schedule** details which sections are operative and which **underwriter** is providing the cover under each section.

### Accessibility

Upon request Plum Underwriting Ltd can provide Braille, audio or large print versions of the **policy** and the associated documentation including the policy summary document. If **you** require an alternative format **you** should contact Plum Underwriting Ltd through whom this **policy** was arranged.

### Language

The language of this insurance contract and all communications relating to it will be in English.

### Information You Have Given Us

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

If **we** establish that **you** deliberately or recklessly provided **us** with untrue or misleading information **we** will have the right to:

- (a) treat this **policy** as if it never existed;
- (b) decline all claims; and
- (c) retain the premium.

If **we** establish that **you** carelessly provided **us** with untrue or misleading information **we** will have the right to:

- (i) treat this **policy** as if it never existed, refuse to pay any claim and return the premium **you** have paid, if **we** would not have provided **you** with cover;
- (ii) treat this **policy** as if it had been entered into on different terms from those agreed, if **we** would have provided **you** with cover on different terms;
- (iii) reduce the amount **we** pay on any claim in the proportion that the premium **you** have paid bears to the premium **we** would have charged **you**, if **we** would have charged **you** more.

**We** will notify **you** in writing if (i), (ii) and/or (iii) apply.

If there is no outstanding claim and (ii) and/or (iii) apply, **we** will have the right to:

- (1) give **you** thirty (30) days' notice that **we** are terminating this **policy**; or
- (2) give **you** notice that **we** will treat this **policy** and any future claim in accordance with (ii) and/or (iii), in which case **you** may then give **us** thirty (30) days' notice that **you** are terminating this **policy**.

If this **policy** is terminated in accordance with (1) or (2), **we** will refund any premium due to **you** in respect of the balance of the **period of insurance**.

## Change in Circumstances

**You** must tell **us** within fourteen (14) days of **you** becoming aware of any changes in the information **you** have provided to **us** which happens before or during any **period of insurance**.

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 and Cooling-Off Provisions, amend the 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.

## Cooling Off and Cancellation

### Cooling-Off Period

If **you** find this insurance does not meet **your** requirements, **you** are entitled to cancel this insurance by notifying **us** via **your broker or insurance intermediary** in writing, by email or by telephone within 14 days of either the date **you** receive **your policy** documentation or the start of the **period of insurance**, whichever is the later.

**Your broker or insurance intermediary** contact details are shown on **your schedule**.

**We** will refund any premium **you** have paid, providing that **you** have not made a claim.

### Cancellation

#### 1. Cancellation of **your policy** by **you**:

**You** may cancel this **policy** at anytime by notifying **us** via **your broker or insurance intermediary** in writing, by email or by telephone.

**Your broker or insurance intermediary** contact details are shown on **your schedule**.

#### 2. Cancellation of **your policy** by **us**:

**We** may cancel this **policy** or any part of it if there are serious grounds to do so by giving **you** 30 days written notice via **your broker or insurance intermediary** detailing the reason for cancellation by recorded delivery to the correspondence address stated in **your** latest **schedule**.

**We** will detail the reason for the cancellation in **our** written notice to **your broker or insurance intermediary**.

Examples of where **we** would cancel **your policy** are as follows:

1. Where Plum Underwriting Ltd has been unable to collection a premium payment following non-payment correspondence issued to **you** or **your broker or insurance intermediary**. If **you** pay **your** premium to **us** through a direct debit facility, **we** will allow 21 days for the premium to be brought up to date. If **you** fail to do so **we** will cancel from the date at which **you** have paid the relevant premium.
2. A change in the information **you** have previously given **us** where **we** are able to demonstrate that **we** would not normally offer insurance.
3. Unacceptable behaviour by **you** such as abusive behaviour or language, intimidation or bullying of **our** staff or suppliers.
4. **You** have deliberately misrepresented any information given to **us**.
5. **Your** failure to cooperate with **us** in accordance with **our** claims conditions where it affects **our** ability to process **your** claim.
6. If **you** have acted fraudulently in any way.
7. **You** have deliberately or falsely overstated information given to **us**.

#### 3. Cancellation by **us** following a fraudulent claim:

If **you** make a fraudulent claim under this **policy** **we** will cancel **your policy** from the date of the fraudulent act and **we** will retain 100% of the premium.

#### 4. Premium refund following cancellation of **your policy**:

In the event of cancellation by **you**, **your** premium refund will be calculated as follows:

If **you** cancel after the initial 14 day 'cooling off' period any refund will be on a proportional basis less the **policy** fee and always subject to the current **period of insurance** being claim free.

If **you** have made a claim in the **period of insurance** being cancelled **we** will retain 100% of the premium and no refund will be due to **you**.

In the event of cancellation by **us**, **your** premium refund will be calculated as follows:

Any refund will be on a proportional basis and always subject to the current **period of insurance** being claim free. If **you** have made a claim **you** will not be eligible for a refund and **you** must pay **us** any amount **you** still owe **us** for the full annual period for which **you** have been insured.

## Customer Service & Complaints Procedure

The **underwriters**, Plum Underwriting Ltd and **your broker or insurance intermediary** are committed to providing **you** with the highest standard of service at all times. If **you** have any questions or queries about **your policy** or the handling of any claim, in the first instance please contact **your broker or insurance intermediary** shown on **your schedule**.

### Customer Complaints Procedure

In the event that **you** wish to make a complaint regarding **your policy** or claim please follow the complaints procedure shown in **your schedule**.

The contact details for complaints regarding Section 6 - Legal Expenses and Identity Theft and Section 7 - Home Emergency are set out in those sections of cover.

### Financial Ombudsman Service

Complaints that Plum Underwriting Ltd or **underwriters** cannot resolve may be referred to the Financial Ombudsman Service.

The Financial Ombudsman Service is a free service set up by parliament to sort out individual complaints that consumers or small businesses are not able to resolve with financial businesses.

**You** can refer **your** complaint to the Financial Ombudsman Service if **you** have not received a written final response in respect of **your** complaint within 8 weeks of the date **your** complaint was received by the parties detailed in the complaints procedure shown in **your schedule** or if **you** are unhappy with the decision following **your** complaint.

**You** can contact the Financial Ombudsman Service as follows:

Financial Ombudsman Service  
Exchange Tower, London, E14 9SR

From within the United Kingdom

Tel: 0800 023 4567 (free for people phoning from a 'fixed line', for example, a landline at home)

Tel: 0300 123 9123 (free for mobile phone users who pay a monthly charge for calls to numbers starting 01 or 02)

From outside the United Kingdom

Tel: +44 207 964 1000

Fax: +44 207 964 1001

Email: [complaint.info@financial-ombudsman.org.uk](mailto:complaint.info@financial-ombudsman.org.uk)

The Financial Ombudsman Service can look into most complaints from consumers and small businesses.

For more information contact them on the above number or address, or view their website [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

The complaint procedure does not affect **your** right to take legal action.

## Authorisation, Regulation & Compensation

### Plum Underwriting Ltd

Plum Underwriting Ltd is registered in England and Wales: 04509589, 50 Fenchurch Street, London, EC3M 3JY.

Plum Underwriting Ltd is authorised and regulated by the Financial Conduct Authority, FRN 309166.

### Underwriters

The **underwriters** for **your policy** are detailed on **your policy schedule** under the 'underwriters' section.

**You** can also visit the Plum Underwriting Ltd website which shows further detail at [www.plum-underwriting.com/about/underwriting-capacity/](http://www.plum-underwriting.com/about/underwriting-capacity/)

All **underwriters** providing cover under this **policy** are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority unless stated otherwise in **your schedule**.

Further details can be found on the Financial Services Register at [www.fca.org.uk/register](http://www.fca.org.uk/register)

### The Financial Conduct Authority

The Financial Conduct Authority (FCA) want consumers to use financial services with confidence and have products that meet their needs from firms and individuals they can trust.

To achieve this, the FCA regulates firms and financial advisers so that markets and financial systems remain sound, stable and resilient and their aim is to help firms put the interests of their customers and the integrity of the market at the core of what they do.

**You** can contact the FCA as follows:

The Financial Conduct Authority  
25 The North Colonnade  
Canary Wharf  
London E14 5HS

UK: 0800 111 6768 (freephone)  
From abroad: +44 (0)20 7066 1000  
Email: [consumer.queries@fca.org.uk](mailto:consumer.queries@fca.org.uk)

### Prudential Regulation Authority

The Prudential Regulation Authority's (PRA) role is defined in terms of two statutory objectives to promote the safety and soundness of banks, building societies, credit unions, insurers and major investment firms and specifically for insurers, to contribute to the securing of an appropriate degree of protection for policyholders.

**You** can contact the PRA as follows:

The Prudential Regulation Authority  
Bank of England  
Threadneedle Street  
London EC2R 8AH

Telephone: +44 (0)20 7601 4878  
From abroad: as above  
Email: [enquires@bankofengland.co.uk](mailto:enquires@bankofengland.co.uk)

## Financial Services Compensation Scheme

All **underwriters** providing cover under this **policy** and Plum Underwriting Ltd are members of and are covered by the Financial Services Compensation Scheme. **You** may be entitled to compensation from the Scheme if an **underwriter** or Plum Underwriting Ltd is unable to meet its obligations to **you** under this contract.

If **you** were entitled to compensation under the Scheme, the level and extent of the compensation would depend on the nature of this contract. The Scheme contact details are as follows:

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

Telephone: 0800 678 1100

Further information about the Scheme is available from the Financial Services Compensation Scheme: [www.fscs.org.uk](http://www.fscs.org.uk).

## Subscribing Underwriters' Several Liability

**Your policy** or sections of **your policy** may be underwritten by more than one **underwriter**. **Your schedule** confirms who the **underwriter(s)** are for **your policy** or section of **your policy**.

Where there is more than one **underwriter** noted, each **underwriter** is solely responsible for their own percentage of **your policy** or section of **your policy**, they are not responsible for any other **underwriter(s)** percentage of **your policy** or section of **your policy**.

The responsibility does not pass to any other **underwriter** noted in the event that for whatever reason, another **underwriter** does not satisfy all or part of its obligations under **your policy** or section of **your policy**.

This is standard procedure where more than one **underwriter** is underwriting **your policy** or section of **your policy**. **You** can rest assured that Plum Underwriting Ltd chooses **underwriter(s)** that are financially stable and professional ensuring that they will always meet their obligations in accordance with **your policy** or section of **your policy**.

**You** can also visit the Plum Underwriting Ltd website which shows further detail at [www.plum-underwriting.com/about/underwriting-capacity/](http://www.plum-underwriting.com/about/underwriting-capacity/)

## Laws Applying

### Choice of Law and Jurisdiction

The parties are free to choose the law applicable to this insurance contract. Unless specifically agreed to the contrary prior to the inception of this **policy**, this insurance shall be governed by the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.

### Contracts (Right of Third Parties) Act 1999

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

### Protecting your Information

All personal information about **you** will be treated as private and confidential by Plum Underwriting Ltd and the **underwriters** (even when **you** are no longer a customer), except where the disclosure is made at **your** request or with **your** consent in relation to administering **your** insurance or where Plum Underwriting Ltd or the **underwriters** are required by law.

Some or all of the information **you** supply to Plum Underwriting Ltd in connection with **your** insurance proposal may be passed to the **underwriters** and other companies for underwriting,

claims and premium collection purposes. **Your** data will be held in accordance with the Data Protection Act 1998, under which **you** have a right of access to see personal information about **you** that is held in the records of Plum Underwriting Ltd, whether electronically or manually. If **you** have any queries, please write to **your broker or insurance intermediary**.

Plum Underwriting Ltd and/or the **underwriters** and/or credit providers may use publicly available data from a variety of sources, including credit reference agencies and other external organisations to verify **your** identity or creditworthiness, to avoid fraud, and to obtain beneficial quotes and payment options on **your** behalf. Each of the searches may appear on **your** credit report whether or not **your** application proceeds.

By agreeing to these terms and conditions **you** agree to these uses of **your** information.

## How to make a claim

To make a claim, **you** can contact **us** by telephone, email or post – please refer to the section 'How to Make a Claim' in **your policy schedule** for the contact details.

When notifying a claim, please provide **your** name, **policy** number (shown on **your schedule**), the name of **your broker or insurance intermediary** and full details of the loss or damage.

There are a number of claims conditions that operate, please refer to pages 16 and 17 which explain **your** duties in the event of a claim and how **we** deal with **your** claim.

### Emergency Repairs

If emergency repairs are required to prevent further damage **you** should arrange for them to be completed immediately.

Should **you** require an emergency plumber or electrician please call the emergency number shown on **your schedule** and simply quote **your policy** number.

Please note that Section 7 of this **policy** covers **you** for Home Emergencies.

### Claims Guarantee

If **we** do not pay **your** claim within 4 working days after **you** have agreed our settlement figure, **we** will pay interest at **your** bank's base rate. **We** will not do this if **your** premium payments are not up to date or if **your** bank is not in the **United Kingdom**. **You** must provide **your** bank details at the time of settlement otherwise this offer does not stand.

## Definitions - Words with Special Meanings

The following definitions apply to all sections of this **policy** unless otherwise stated. Additional definitions are shown in the sections to which they apply.

### Accidental Damage

Sudden and unintentional physical damage that occurs unexpectedly and not through wear and tear, breakdown or malfunction.

### Act of Terrorism

An act, including for example the use of force or violence and/or the threat thereof, of any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public or any section of the public in fear.

### Aggravated Assault

An unlawful act of violence or threat of violence to **you** or **your** guest(s) by a person who has gained unlawful entry into **your home** as shown in **your schedule**.

### Aggravated Burglary

An unlawful act of violence or threat of violence to **you** or **your** guest(s) by a person who unlawfully entered **your home** in an attempt to wrongfully take any **contents** belonging to **you**, whether successful or not.

### Air Rage

Sudden violent anger from a person unknown to **you** whilst in an aircraft anywhere in the world as a passenger which results in physical injury to **you**.

### Bank Cards

Credit cards, chargecards, debit cards, bankers cards and cash dispenser cards which belong to **you**.

### Bodily Injury

Physical harm or damage to someone's body including death or disease.

### Buildings

The **home** including fixtures and fittings, fitted appliances, lifts, integral garages, outbuildings, greenhouses, sheds, stables, tennis courts, **swimming pools**, hot tubs, septic tanks, domestic oil or gas tanks, paved terraces, ornamental fountains and ponds, lamp posts, house signs, alarms, fixed radio and television aerials, fixed satellite dishes and their fittings and masts, drives, patios, paths, walls, gates, hedges and fences, solar panels, wind turbines, interior decorations all owned by **you** or for which **you** are legally liable at the address shown on **your schedule**.

Also included are underground services, sewers, pipes, cables and drains which connect to the public mains.

**Buildings** do not include land or water.

### Car Jacking

The forced and unlawful removal or detention of **you** from **your** vehicle anywhere in the world.

### Computer Viruses

A set of corrupting, harmful or otherwise unauthorised instructions or code including any malware or a set of maliciously introduced unauthorised instructions or code, programmatic or otherwise, that propagate themselves through a computer system or network.

## Contents

Household goods, **outdoor items** and other items that belong to **you** or for which **you** are legally liable subject to the limits shown under section 2.

This definition includes **fine art, valuables, home business contents, home business stock** and **tenant's improvements**.

**Contents** do not include:

- land or water
- any part of the **buildings**
- any property which is more specifically insured by another insurance
- any living creature
- motor vehicles and trailers (except those used for the domestic care of gardens, horses and pets within the boundaries of the **home**, motorised sit-in toys/miniature vehicles, motorised wheelchairs/powerchairs and mobility scooters)
- caravans and accessories
- watercraft other than those defined as **watercraft**
- property which **you** use for business purposes other than **your home business contents, home business stock** or **incidental farming** activities.

## Domestic Duties

Those duties relating to **your home** and gardens. **Domestic duties** do not include the duties of those who are employed to provide care for **you** other than domestic child care.

## Domestic Employee(s)

A person employed by **you** who carries out **domestic duties** for **you** in **your home**.

Examples of **domestic employees** that **we** include: Housekeepers, nannies, cleaners, gardeners, grooms, butlers, maids and any person employed for general care and maintenance.

**We** exclude any employee involved in demolition, alterations, extensions or renovations to any part of the **home**.

## Endorsement(s)

A change in the terms and conditions of this insurance that can extend or restrict cover.

## Excess

The amount shown in **your schedule** or **endorsement(s)** which **you** will be responsible for paying in the event of each and every claim.

## Fine Art

Individual items, collections and sets that are of particular value due to their historical age, style, artistic merit or collectability for which **you** are legally responsible including:

- Antique and designer furniture
- Paintings, drawings, etches, maps, prints and photographs
- Rugs and tapestries
- Books and manuscripts
- Statues and sculptures
- Porcelain and glass
- Clocks, barometers, objet d'art and curios
- **Precious metals**
- Stamps, coins and medals
- Wine
- Collectables

**We** do not cover **fine art** which is business property or **valuables** within the **fine art** section.

## Franchise

In the event of a claim over the **franchise** amount shown in **your schedule**, no **excess** will apply to **your** claim and the entire amount of the claim will be paid subject to **policy** limits.

## Heave

Upward movement of the ground beneath the foundations of the **buildings** as a result of the soil expanding.

## Hijack

The illegal seizing of an aircraft, ship, or other vehicle in or on which **you** are travelling by persons or group unknown to **you**.

## Home

The private dwelling at the address shown on **your schedule** and its garages, outbuildings and greenhouses.

## Home Business

Office work which **you** and **your** employees carry out in **your home**.

Office work means clerical and administrative work only. It does not include any kind of manual work or the use of any machinery other than office equipment.

## Home Business Contents

Office furniture and equipment, stationery, office supplies, software, books, records and documents in **your home** all belonging to the **home business** or for which the **home business** is legally responsible.

## Home Business Stock

Goods or merchandise kept at **your home** in connection with **your home business** and available for sale or distribution.

## Incidental Farming

Part-time farming activities including livery, hunting and shooting carried out by **you** at the address shown in the **schedule** that does not involve the employment of others for more than 1,500 hours during the **period of insurance**, and where the total gross revenue does not exceed £25,000.

## Kidnap

The abduction and holding captive of **you** by a person or group unknown to **you** and the subsequent demand for a ransom as a requirement of **your** release.

## Landslip

Downward movement of sloping ground.

## Loss of Sight/Eye

The complete and irrecoverable loss of sight of one or both eyes.

## Loss of Limb(s)

- In the case of a lower limb, permanent physical severance at or above the ankle or permanent total loss of use of an entire leg or foot.
- In the case of an upper limb, permanent physical severance at or above the wrist or permanent total loss of use of an entire arm or hand.

## Medical Expenses

**Medical expenses** incurred as a result of treatment prescribed by a qualified medical practitioner including psychiatric, hospital and emergency service charges.

## Money

- current legal tender, cheques, travellers cheques, postal or money orders
- travel and seasonal travel tickets
- premium bonds, savings certificates and share certificates
- gift vouchers, luncheon vouchers, phone cards, current postage stamps (not forming part of a stamp collection) and saving stamps
- electronic cash prepayment cards

kept by **you** for private, domestic and charitable purposes for which **you** are legally responsible.

## Outdoor Items

Garden furniture, ornaments, statues, swings, slides and climbing frames, and all other items normally kept outdoors in the garden of **your home**.

## Period of Insurance

The length of time the insurance is in force as shown on **your schedule** and for which **you** have paid, and **we** have accepted a premium.

## Policy

The **policy** wording as referenced by the **policy** wording reference in **your schedule**, **your schedule** including any **endorsement(s)**.

## Precious Metals

Gold, silver and platinum, including gold and silver plate.

## Premises

The address which is named in the **schedule**.

## Rebuilding Expenses

- Costs incurred for architects, surveyors, consulting engineers, design engineers and legal fees incurred with **our** prior agreement to assist in the repair or rebuilding of the **buildings**
- The cost incurred to clear the site and make safe provided agreement has been given by **us** unless immediate work is required to prevent further damage
- Costs incurred to comply with government or local authority requirements provided that the **buildings** were originally constructed according to any government and local authority regulations at the time, and **you** received notice of the requirement after the damage giving rise to the claim occurred

## Road Rage

Sudden violent anger from a person unknown to **you** whilst in **your vehicle** anywhere in the world which results in physical injury to **you**.

## Schedule

**Your schedule** forms part of this insurance and contains details of **you**, **your** statement of fact, the **premises**, the **sum insured**, the **excess**, any **endorsement(s)**, the **period of insurance** and sections of this insurance that apply.

## Settlement

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

## Stalking and Harassment

An act committed by any person or persons with the intent to damage property owned by **you** or to harass, injure or harm **you** who are subject to a previously issued court order or injunction from the courts to protect **you** from the person or persons.

## **Subsidence**

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

## **Sum(s) Insured**

The amounts shown against each section, limit and/or item in **your schedule** and/or in this **policy**.

## **Swimming Pools**

Swimming pools which are permanently installed.

## **Tenant's Improvements**

Alterations, fixtures and fittings, decorations and improvements which **you** or previous occupiers have made as tenant or leaseholder for which **you** are responsible for insuring and are not covered by the landlord's or any other insurance.

## **United Kingdom**

England, Wales, Scotland, Northern Ireland, the Isle of Man and the Channel Islands and journeys between these countries.

## **Unoccupied**

When the **home** has not been lived in and occupied overnight by **you** (or a person **you** have authorised) for more than 60 consecutive days.

## **Valuables**

Gemstones, jewellery, watches, furs and guns which belong to **you**.

## **Watercraft**

- sailboards, surfboards, dinghies, hand-propelled and motorised boats of less than 16 feet or 4.8 metres in length
- motorised **watercraft** with an engine of 25 horsepower or less

## **We/Us/Our/Underwriter(s)**

Underwriters as named in **your schedule**.

## **You/Your**

Sections 1 – 5 and 7

The person or persons, organisation or company named in **your schedule** as policyholder(s), all members of their family (including foster children and children of co-habiting partners), their civil partner or co-habiting partner and **domestic employee(s)** who all permanently live in the **home**.

Section 8

The person named in the **schedule** and all members of their family (including foster children and children of co-habiting partners), their civil partner or co-habiting partner and **domestic employee(s)** who all permanently live in the **home** who are within the age limit.

Section 9

The person(s) shown in the **schedule** and all permanent members of that person's **home**, including any employees who live in the **home** whose duties are for domestic purposes relating to the **home** and its gardens.

For '3 - Cyber online liability', **you** means the person(s) shown in the **schedule** and all members of that person's family who permanently live at the **home**.

## **Your Broker or Insurance Intermediary**

The person or persons who placed this insurance on **your** behalf.

## General Conditions

The following general conditions apply to all sections of this **policy**. Additional conditions are shown in the sections to which they apply.

If **you** fail to comply with any of the general conditions this insurance may become invalid, or affect the settlement of any claim under this **policy**.

### 1. Multiple Premises

Each **premises** included under this insurance is considered to be covered as if separately insured.

### 2. Safeguarding your Property

**You** must take all steps to:

- safeguard **your** property at all times to prevent loss or damage
- maintain **your** property to a good state of repair
- prevent accident or injury.

### 3. Building Works

If **you** intend to undertake any work to extend, renovate, build or demolish any part of the **buildings** and the estimated cost is more than £100,000, **you** must tell **your broker or insurance intermediary** about the work at least 14 days before the work starts and before **you** enter into any contract for the works.

If **you** do not tell **your broker or insurance intermediary** when the estimated cost is more than £100,000, **we** will not pay **your** claim.

**You** do not need to tell **your broker or insurance intermediary** if the work is for redecoration only.

### 4. Index Linking

**Your buildings sum insured** under 'Section 1 - Buildings' is increased monthly in line with the House Rebuilding Cost Index of the Royal Institution of Chartered Surveyors.

**Your contents sum insured** under 'Section 2 - Contents' (but not **your valuables** or **fine art sum insured**) is increased monthly in line with the Consumer Durable Section of the Retail Price Index.

**Your fine art sum insured** under Section 3 and **your valuables sum insured** under Section 4 of the **policy** are not subject to index linking and therefore the **sums insured** will not be increased unless specifically requested by **you**.

For **your** protection, if either index falls below zero **we** will not reduce the **sum insured**. No charge is made for index linking during the **period of insurance** but at renewal **your** premium will be calculated on the adjusted **sum insured**.

### 5. Fraud Prevention

In order to protect the interests of **our** policyholders and to prevent and detect fraud, **we** may at any time:

- Share information about **you** with other organisations and public bodies including the Police
- Check and/or file **your** details with fraud prevention agencies and databases
- Undertake credit searches and additional fraud searches.

If **you** provide false or inaccurate information and fraud is identified, details will be passed to the fraud prevention agencies and databases to prevent fraud and money laundering.

**We** can supply on written request to **us** details of the databases **we** access or contribute to.

### 6. Premium Payment

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

## 7. Sums Insured

**You** have an ongoing duty to ensure that **your sum insured** represents the full value of the property insured.

For **your buildings**, the full value is the estimated cost of rebuilding if **your buildings** were destroyed (this is not the same as the market value). It must be adequate to include **rebuilding expenses**.

**Your sum insured** for general **contents** must be the cost to replace as new.

**Your sum insured** for **valuables** and **fine art** must reflect the current market value.

If, at the time of any loss or damage the **sum insured** does not represent the full value of the property insured, **we** will follow the 'Information You Have Given Us' and 'Change in Circumstances' notice detailed under 'Your Policy Documentation' section on page 1 and 2.

## 8. Fraudulent Claims

If **you**, or anyone acting for **you**, makes a fraudulent claim, for example a loss which is fraudulently caused and/or exaggerated and/or supported by a fraudulent statement or other device, **we**:

- (a) will not be liable to pay the claim; and
- (b) may recover from **you** any sums paid by **us** to **you** in respect of the claim; and
- (c) may by notice to **you** treat this **policy** as having been terminated with effect from the time of the fraudulent act.

If **we** exercise **our** right under (c) above:

- (i) **we** shall not be liable to **you** in respect of a relevant event occurring after the time of the fraudulent act. A relevant event is whatever gives rise to **our** liability under this **policy** (such as the occurrence of a loss, the making of a claim, or the notification of a potential claim); and
- (ii) **we** need not return any of the premium paid.

## 9. No Claim Discount

If **you** make a claim under **your policy** **we** will reduce **your** no claim discount at the renewal date of **your policy**.

If **you** do not make a claim under **your policy** **we** will increase **your** no claim discount at the renewal date of **your policy** until **you** reach a maximum of 5 years.

## 10. Assignment

**You** cannot transfer **your** interest in this **policy** to anyone else without **our** written agreement.

## General Exclusions

The following general exclusions apply to all sections of this **policy**. Additional exclusions are shown in the sections to which they apply.

### What is not covered:

1. Any loss or damage:
  - that is not associated with the incident that caused **you** to claim
  - occurring before cover starts or arising from an event before cover starts
  - caused by deliberate acts by **you** or any of **your** employees
  - or liability caused by deception other than by any person using deception to gain entry to **your home**
  - caused by or resulting from the **premises** being confiscated, taken, damaged or destroyed by or under the order of any government, public or local authority
  - caused by wear and tear to the **buildings**
  - caused by gradual deterioration, rusting, corrosion, rot, fungus, warping, action of light, moth or vermin, rodents, insects, pests, mould, damp, infestation or climatic conditions
  - mechanical or electrical breakdown, fault or failure (other than cover for home emergency costs covered by Section 7)
  - caused by coastal or river bank erosion.

### *Examples of wear & tear excluded under this policy include for example the following:*

- damp formed over a period of time
- blocked or poorly maintained guttering
- failure of a flat roof due to age.

### *Examples of mechanical & electrical breakdown excluded under this policy include for example the following:*

- electrical failure of electrical components in televisions or computers
  - mechanical failure of a clock mechanism.
2. Any loss or destruction of or damage to any property or any loss or expenses arising from or any legal liability of any nature caused by or contributed to or by or arising from:
    - a) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, or
    - b) the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear components thereof.
  3. Any loss, damage, expense, or legal liability caused by, contributed to, or arising from pressure waves from aircraft and other aerial devices travelling at sonic or supersonic speeds.
  4. Any loss or destruction of or damage to any property, or any loss or expenses resulting or arising from, or any legal liability caused by or contributed to by or arising from:
    - a) **computer viruses** (except for Section 9 - Cyber), erasure or corruption of electronic data
    - b) the failure of any equipment to correctly recognise the date or change of date.
  5. Any loss or damage or liability occasioned by, happening through or resulting from:
    - war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power
    - confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

6. Any loss or destruction of or damage to any property whatsoever, or any loss or expenses whatsoever resulting or arising from:
  - a) any legal liability of whatsoever nature; or
  - b) death or injury to any person,caused by or contributed to, by or arising from biological or chemical contamination due to or arising from:
  - an **act of terrorism**; and/or
  - steps taken to prevent, suppress, control or reduce the consequences of any actual attempted, threatened, suspected or perceived **act of terrorism**.
7. Any loss or damage which but for the existence of this insurance would have been provided under contract, legislation, guarantee or other more specific insurance.
8. Any benefit under this **policy** to the extent that the provision of such cover, payment or such claim or provision of such benefit would expose **us** to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanction, laws or regulations of the European Union, United Kingdom or United States of America.
9. Any claim under this **policy** unless **you** transact **your** UK insurance business for this **policy** via a UK bank account in Sterling for the payment of premium from and the payment of claims to **you**.
10. Any claim where **you** would be entitled to be paid under any other insurance if this **policy** did not exist. However, this exclusion does not apply to any amount above that which would be covered under the other insurance.

This condition does not apply to the following:

  - a) Section 1 – Buildings:
    - Special Extension 12 – Fatal Injury
  - b) Section 2 – Contents:
    - Special Extension 28 – **Aggravated Burglary and Aggravated Assault**, cover e).
    - Special Extension 30 – **Road Rage, Air Rage, Hijack**, cover b).
    - Special Extension 31 – **Kidnap**, cover c).
    - Special Extension 32 – Fatal Injury following a catastrophe claim.
11. The amount of the **policy excess**. This exclusion does not apply to any claim **we** have agreed to pay which is more than the **franchise** amount as shown on **your schedule** and which is not subject to any compulsory **excess** shown in **your schedule**.
12. Any trips in the USA longer than 89 days.
13. The cost of maintenance or routine redecoration.

## Claims Conditions

The following claims conditions apply to sections 1 to 5 and section 8 of this **policy**. Additional claims conditions are shown in the sections to which they apply. If **you** fail to comply with any of the conditions this may affect the settlement of any claim under sections 1 to 5 and section 8 of this **policy**.

Please also refer to the individual **policy** sections for additional comment.

### 1. Your duties in the event of a claim – Things you need to do

#### a) Notifying us of a Claim

**You** must as soon as practicably possible provide details of the claim or possible claim, using the claims contact details as stated in **your schedule**.

#### b) Circumstances of the Claim

**You** must provide **us** with written details of what has happened within 30 days and provide any other information **we** may require.

#### c) Liability Claims

If a liability claim is made against **you**, **you** must forward to **us** as soon as is practically possible notice of the claim, including any letter, writ, summons or other legal document **you** receive.

#### d) Notifying the Police or Other Relevant Authorities

**You** must, following malicious acts, violent disorder, riots or civil commotion, theft, attempted theft or lost property:

- tell the Police as soon as practicably possible and, if required, any other relevant authorities
- obtain an incident report number (where issued), a property irregularity or other appropriate report.

#### e) Our Representatives

**You** must co-operate fully with **us** and **our** authorised representatives including loss adjusters and other experts that **we** have appointed at all times.

#### f) Other Information and Assistance

**You** must promptly provide any information and assistance **we** may require.

#### g) Your Authority

**You** must not negotiate, pay, settle, offer to settle, admit to or deny any claim without **our** prior written consent.

#### h) Your Duty of Care

**You** must take all care to limit any loss, damage or injury.

#### i) Evidence & Value

Where **we** request, **you** must provide **us** with evidence of value or age (or both) for items involved in **your** claim.

#### j) Your Property

**Your** property shall remain **yours** at all times. **We** shall not take ownership of or accept liability for any of **your** property unless **we** agree with **you** in writing that **we** shall do so.

If **you** fail to comply with any of the points detailed in '1. Your duties in the event of a claim – Things you need to do' shown above, this insurance may become invalid.

## 2. How we deal with your claim

### a) Payment of Claims

Subject to **you** complying with '1. Your duties in the event of a claim – Things you need to do' as detailed above, **we** will ensure that **we** will pay sums due to **you** for any valid claim allowing time for investigation and assessment of the claim.

### b) Defence of Claims

**We** have the right to:

- take full responsibility for conducting, defending or settling any claim in **your** name
- take any action **we** consider necessary to enforce **your** rights or **our** rights under this insurance.

### c) Joint Insureds

The most **we** will pay is the relevant **sum insured**. If there is more than one of **you** the total amount **we** will pay will not exceed the amount **we** will be liable to pay any one of **you**.

### d) Our Rights

After a claim **we** have the right to:

- take over and conduct in **your** name, the defence or settlement of any claim
- prosecute in **your** name to recover, at **our** expense and for **our** benefit, any payment **we** have made under this insurance
- inspect any damaged property should **we** wish to do so.

### e) Excess

If **your** claim is in respect of a single event and **we** are paying **you** under multiple sections of **your** **policy** then **we** will only deduct the highest **excess** of those sections rather than deducting each **excess** under each section.

## Section 1 - Buildings

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

### 1. What is covered

**We** will pay for all physical loss and damage to **your buildings** listed in the **schedule** up to the **sum insured** during the **period of insurance**, provided that the loss or damage is not excluded under this section, the General Conditions or under the General Exclusions.

### 2. How much we will pay

The **sum insured** of the **buildings** must represent the estimated cost of rebuilding the **buildings** if it were destroyed in a fire, not including fees and extra expenses.

#### i. Sum Insured

The **sum insured** for each **building** is shown on **your policy schedule**.

**Your sum insured** may change following a visit from an appraiser appointed by Plum Underwriting Ltd as well as when **your policy** renews to take into account inflation.

**We** will pay the cost of repairing, replacing or reinstating the **buildings** subject to the basis of payment indicated on **your schedule**.

#### ii. Replacement Cover

**We** will pay the cost of rebuilding or repairing the damaged **building** up to the **sum insured** on the **schedule**. **We** expect **you** to carry out any repair work as soon as is possible. If **you** and **we** agree that it is unreasonable to carry out any repair work then **we** will pay **you** an amount that **we** consider to be fair. **We** will also pay any fees and extra expenses up to an amount equal to 25% of the insured cost of repairs to the **building**.

#### iii. Extended Replacement Cover

If at the time of a loss the replacement cost of **your** property has increased beyond the amount specified on the **schedule**, **we** will pay the full amount provided that:

- **you** have had either a professional **buildings** valuation carried out within the last five (5) years, or a visit from one of **our** appraisers to calculate the correct rebuild cost and **you** have maintained this value annually including adjustments suggested by **us**, annual inflation costs and re-evaluations, to reflect the full rebuild cost
- **you** have told **us** about any additions, alterations or improvements **you** have made to the **buildings** since the valuation or calculation was carried out and **you** amended the **sum insured** to reflect the work done
- **you** reinstate, replace or repair the **buildings** at the same location. If **you** do not, payment reverts to a **sum insured** basis
- **your home** is not a Grade 1, Grade II\* or a Grade A listed building.

If Extended Replacement Cover is included this will be shown on **your schedule** under Section 1 - Buildings.

### 3. Special Extensions

#### We will pay for:

##### 1. Alternative Accommodation

The cost of using other accommodation substantially the same as **your** existing accommodation, which **you** have to pay for **you** and **your** pets and horses as the **home** cannot be lived in following loss or damage which is covered under Section 1.

##### 2. Alterations to the **Home**

The cost of alterations to the **home** made necessary due to an identifiable physical injury to **you** caused by a sudden and unforeseen accident during the **period of insurance**.

##### 3. Loss of Rent

The rent **you** would have received but are unable to recover while the **home** cannot be lived in following loss or damage which is covered under Section 1.

##### 4. Denial of Access

The cost of alternative accommodation substantially the same as **your** existing accommodation for **you** and **your** pets and horses, if **you** are required to move from **your home** by a public authority due to any danger from neighbouring property which has been damaged by an event which would otherwise have been covered by this **policy** had **your home** been damaged.

##### 5. Garden Cover

**We** will pay the cost of re-landscaping **your** garden at **your home** if **your** garden is destroyed by fire, lightning, explosion, impact by any aircraft or other aerial devices, impact by rail or road vehicles or anything dropped from an aircraft, theft, vandalism and malicious damage.

#### We will not pay for:

- a) any costs recoverable elsewhere.
  - b) any costs incurred before **we** provided **our** agreement to pay.
- 
- a) more than £50,000 in any one **period of insurance** for both Sections 1 and 2.
  - b) alterations to the **home** following accidents to **domestic employees**.
- 
- a) any loss of rent payable after the property is reinstated and ready for habitation.
  - b) any costs recoverable elsewhere.
  - c) any costs incurred before **we** provided **our** agreement to pay.
- 
- a) more than 12 months from the date when access is first denied.
  - b) any costs recoverable elsewhere.
  - c) any costs incurred before **we** provided **our** agreement to pay.
- 
- a) more than £2,500 for any one plant, tree or shrub.
  - b) any costs relating to any undamaged part of the garden.
  - c) any plants grown on a commercial basis.

**We will pay for:**

## 6. Trace and Access

The costs incurred to find the source of escape of:

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

## 7. Sale of **Your Premises**

Anyone buying the **premises** will be entitled to the benefit of Section 1 for the period from exchange of contracts (or if in Scotland from the date **you** accept the offer of purchase) until completion of the sale or expiry of the insurance whichever is the sooner.

## 8. Replacement Locks

If the keys to any external doors and windows, alarm systems and safes are lost or stolen, **we** will pay the cost of replacing and installing the locks and keys.

No **excess** applies to this Special Extension.

## 9. Fixtures & Fittings

Loss or damage to fixtures and fittings that would normally form part of **your buildings** whilst temporarily removed from **your home** to another building within the **United Kingdom**.

## 10. New Fixtures & Fittings/Building Materials

Fixtures and fittings including appliances inside the **home** purchased by **you** for or in the course of installation.

Fixed and unfixed building materials and supplies within the boundaries of **your premises** purchased by **you** for use in construction, redecoration, maintenance, repair or alteration of **your home**, and subject to **you** notifying **us** and paying such additional premium as **we** advise at the time.

## 11. Illegal Depositing of Waste

The removal of illegally deposited waste from **your home** to a licensed waste management site. Reinstating any damage caused by the illegal dumping of waste at **your home**.

**We will not pay for:**

- a) the **buildings** if they are more specifically insured under any other insurance.
- b) any claim under the Special Extensions of this **policy**.

- a) more than 10% of **your buildings sum insured** for any one claim.

- a) more than £25,000 any one claim.

- a) more than £50,000 any one claim.

**We will pay for:**

#### 12. Fatal Injury

**We will pay a benefit if you** suffer a physical injury as a result of:

- a) a fire or outward and visible violence by burglars at **your premises**, or
- b) an assault in the **United Kingdom** that is not connected to any business or occupation.

provided that death ensues within twelve (12) months of such injury.

#### 13. Reward

A reward to anyone other than **you** or the Police who gives information that leads to the arrest and conviction of anyone who committed an illegal act which resulted in a claim under this insurance.

#### 14. Squatters

The cost of alternative accommodation for **you** and **your** pets while **your home** is occupied by squatters.

#### 15. Emergency Entries

Damage to the **buildings** caused when the fire service, the Police or the ambulance service have to make a forced entry because of an emergency to **you**.

#### 16. Damage by Emergency Services

The cost of restoring any loss or damage caused to landscaped gardens by the Emergency Services in attending the **premises** due to loss or damage which is covered under Section 1 – Buildings.

#### 17. Ground Rent

Ground rent which **you** have to pay whilst the **home** cannot be lived in following loss or damage which is covered under Section 1 – Buildings.

#### 18. Domestic Water, Oil and Gas

**We will pay for any accidental loss of metered water, oil and gas (including LPG) lost from your fixed domestic water or heating fuel tank occurring during the period of insurance.**

#### 19. Unauthorised Use of Electricity, Gas or Water

The costs of metered electricity, gas (including LPG) or water for which **you** are legally responsible arising from its unauthorised use by persons taking possession or occupying the **home** without **your** consent.

**We will not pay for:**

- a) more than £100,000 per person (or £5,000 for anyone under sixteen (16) years of age) at the time of death.
- b) this extension more than once under **your policy** for any one incident.
- c) **domestic employees**.

- a) more than £15,000.

- a) any ground rent payable after the property is reinstated and ready for habitation.
- b) any costs recoverable elsewhere.
- c) any costs incurred before **we** provided **our** agreement to pay.

- a) where **you** have not acted as soon as practicably possible to stop the unauthorised use once **you** had been made aware of the unauthorised use.

## We will pay for:

### 20. Pollution and Contamination

Loss, damage or legal liability arising out of the pollution or contamination of air, water or soil caused by an accident which happened during the **period of insurance** and:

- a) **you** tell **us** about the incident as soon as practicably possible but no later than sixty (60) days after the end of the **period of insurance**; and
- b) **you** prove that the contamination or pollution was caused immediately after the accident by a sudden release which could be identified that was not deliberate or expected.

### 21. Tree Damage Prevention Measures

If **you** have received a report from a Arboricultural Association consultant or approved contractor that trees are within influencing distance of **your buildings** or **your** neighbours buildings and require immediate reduction or removal of the trees to prevent **subsidence** damage to **your buildings** or **your** neighbours buildings then **we** will pay for the required tree work to prevent a **subsidence** claim to **your buildings** or **your** neighbours buildings.

### 22. Environmental Upgrade

Where **you** do not have solar, wind, or geothermal electrical power generating system, following a covered loss to **your buildings** and the heating system is damaged at the same time, as part of the agreed repair costs **we** will pay for **you** to upgrade and install a solar, wind or geothermal, electrical power generating system to **your home**.

### 23. Home Upgrades

The cost of improvements intended to prevent a future occurrence of loss or damage caused by escape of water or flood at the **home** listed on **your schedule**.

## We will not pay for:

- a) more than £10,000,000 any one claim.

- a) more than £5,000 any one claim.
- b) any claims where **we** have not had sight of the consultants or contractors report which details the requirements.
- c) this extension more than once whilst insured with **us**.

- a) more than £5,000 in any one **period of insurance**.
- b) any costs if the covered loss amount is less than £10,000 in total.

- a) more than £5,000 in any one **period of insurance**.
- b) any costs if the covered loss amount is less than £10,000 in total.
- c) following an escape of water loss, any costs if a leak detection system had been installed previously and failed.
- d) any loss or damage while the **home** is **unoccupied**.

**We will pay for:**

**24. Security Upgrade following Aggravated Burglary**

The cost to upgrade the security systems including alarms and locks following an **aggravated burglary at your home.**

**25. Listed Property Planning Protection**

Reinstating the **buildings** back to the pre altered position, if following a loss it is discovered that alterations were made to **your** listed **buildings** by a previous owner without planning permission and **you** are required by the local authority to reinstate back to the pre altered position.

**26. Carpets, Curtains and White Goods**

If **your buildings** are rented out unfurnished **we** will cover **your** carpets, curtains and white goods under this section.

**27. Damage by Your Pets**

Loss or damage to **your buildings** caused by chewing, scratching, tearing, fouling and vomiting by **your** pets.

**28. Emergency Travel Expenses**

Where physical loss or damage occurs to **your home** as shown on **your schedule** whilst **you** are on holiday and **your** immediate return to **your home** is required, **we** will pay for such emergency travel expenses to enable **you** to return to **your home**.

Where limits are stated under the cover detailed above those values represent the maximum amount payable under that cover subject to all other terms, conditions and exclusions applicable to Section 1 – Buildings.

**We will not pay for:**

- a) more than £10,000 for any one claim.
- b) any loss caused by **you, your** relatives, former relatives, partners or any persons acting on **your** behalf.
- c) any costs incurred before **we** provided **our** agreement to pay unless immediate action is required for safety reasons.

- a) more than £5,000 in any one **period of insurance**.
- b) any loss that would be covered under Section 5 – Defective Premises cover.
- c) any alterations **you** have made to the **buildings**.

- a) more than £25,000 for any one claim.

- a) more than £5,000 for any one claim.

- a) more than £2,500 any one claim.
- b) more than £2,500 where both Section 1 - Buildings and Section 2 – Contents are insured.
- c) any costs recoverable elsewhere.

## Section 1 - Buildings - Exclusions

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

The following section specific exclusions apply in addition to the General Exclusions.

### What is not covered

1. The **excess** shown in **your schedule**.
2. Loss or damage caused by:
  - storm, flood, frost, falling trees or weight of snow to gates, fences, pergolas, gazebos, arbours, hedges within the boundaries of the **home**
  - demolition, structural alteration, construction, renovation, structural repair, restoration, application of heat or any similar process
  - frost damage or frozen pipework and resultant water damage, or escape of water damage whilst the **home** is **unoccupied** unless the water supply is turned off at the mains and all systems drained or the heating is in operation to ensure a constant minimum temperature of fifteen (15) degrees Celsius is maintained throughout the **home** during the months of October to April
  - water suddenly leaking from **swimming pools**
  - escape of oil from any fixed heating installation or any domestic appliance whilst the **home** is **unoccupied**
  - theft, attempted theft, vandalism, malicious or **accidental damage** whilst the **home** is **unoccupied**.
3. Loss of value following repair, replacement or reinstatement.
4. Loss or damage to **buildings** caused by **subsidence** or **heave** of the site on which the **buildings** stand or **landslip**:
  - to **swimming pools**, hot tubs, tennis courts, service tanks, central heating oil tanks, ground source heating pumps, terraces, paths, drives, walls, fences, gates and hedges unless **your home** is damaged by the same cause and at the same time
  - occurring while the **buildings** are undergoing demolition, structural alterations or structural repairs
  - caused by **settlement**
  - caused by riverbank or coastal erosion
  - arising from defective materials or faulty workmanship
  - arising from movement of solid floor slabs, unless the foundations beneath the exterior walls of **your home** are damaged by the same cause and at the same time.
5. Loss or damage to **outdoor items**.

## Section 2 - Contents

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

### 1. What is covered

We will pay for all physical loss and damage to **your contents** up to the **sum insured** anywhere in the world during the **period of insurance**, provided that the loss or damage is not excluded under this section, the General Conditions or under the General Exclusions.

### 2. How much we will pay

The **sum insured** for **contents** must represent the full market value, or the cost of replacement, whichever is the greater.

#### i. Sum insured

The **sum insured** for **contents** and **tenant's improvements** at each **home** is shown on the **policy schedule**. Your **sum insured** may change following a visit from one of **our** appraisers as well as when the **policy** renews to take into account inflation.

#### ii. Replacement Cover

We will decide whether to repair or replace the lost or damaged item or to make a cash settlement based on the replacement cost.

- We will not make a deduction for wear and tear
- The most we will pay is up to the **contents sum insured**

#### iii. Extended Replacement Cover

If **you** have had either a professional valuation carried out on **your contents** or a visit from one of **our** appraisers to calculate the correct **contents sum insured** within the last three (3) years and the **contents sum insured** reflects the valuation, the **contents** are insured on an Extended Replacement Cover basis. This means that we will pay up to 125% of the **contents sum insured** shown on **your schedule**.

We will only do this if **you** tell **us** about any additions since the valuation was carried out and **you** amend the **contents sum insured** to reflect this. In no event will we pay more than 125% of the **contents sum insured** in total for any one claim.

If Extended Replacement Cover is included this will be shown on **your schedule** under Section 2 – Contents.

### 3. Special Limits

Unless a higher amount is shown in **your schedule** the following special limits are part of the total **sum insured** for **contents**.

We will not pay more than the amounts shown for any one claim:

|  |                              |
|--|------------------------------|
| <b>Valuables</b>                               | £10,000 per item or in total |
| <b>Fine art</b>                                | Up to £50,000 per item       |
| <b>Precious metals</b>                         | Up to £10,000                |
| <b>Quad bikes, tractors and ride on mowers</b> | Up to £10,000                |
| <b>Watercraft</b>                              | Up to £10,000                |
| <b>Home business contents</b>                  | Up to £50,000                |
| <b>Home business stock</b>                     | Up to £5,000                 |

## 4. Special Extensions

### We will pay for:

#### 1. Alternative Accommodation

The cost of using other accommodation substantially the same as **your** existing accommodation, which **you** have to pay for **you** and **your** pets and horses as the **home** cannot be lived in following loss or damage which is covered under Section 2.

#### 2. Alterations to the **Home**

The cost of alterations to the **home** made necessary due to an identifiable physical injury to **you** caused by a sudden and unforeseen accident during the **period of insurance**.

#### 3. Trace and Access

The costs incurred to find the source of escape of:

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

#### 4. Rent Owed to **You**

If any **home** on **your schedule** cannot be lived in due to a covered loss under this **policy we** will pay for rent that **you** cannot recover as a landlord.

#### 5. Rent **You** Owe

If any **home** on **your schedule** cannot be lived in due to a covered loss under this **policy we** will pay for rent that **you** have to pay as a tenant.

#### 6. New Acquisitions

Loss or damage to newly acquired items of **contents**.

- a) **you** must inform **us** within:
  - 365 days for new acquisitions after moving in to **your home** following renovation
  - 60 days for all other acquisitions
- b) **you** must pay the additional premium
- c) the acquisition(s) must be under **your** direct care, custody and control if in transit

### We will not pay for:

- a) any costs recoverable elsewhere.
  - b) any costs incurred before **we** provided **our** agreement to pay.
- 
- a) more than £50,000 in any one **period of insurance** for both Sections 1 and 2.
  - b) alterations to the **home** following accidents to **domestic employees**.
- 
- a) any loss of rent payable after the property is reinstated and ready for habitation.
  - b) any costs recoverable elsewhere.
  - c) any costs incurred before **we** provided **our** agreement to pay.
- 
- a) any loss of rent payable after the property is reinstated and ready for habitation.
  - b) any costs recoverable elsewhere.
  - c) any costs incurred before **we** provided **our** agreement to pay.
- 
- a) more than 25% of the **contents sum insured** in any one claim.

**We will pay for:**

#### 7. Denial of Access

The cost of alternative accommodation substantially the same as **your** existing accommodation for **you** and **your** pets and horses, if **you** are required to move from **your home** by a public authority due to any danger from neighbouring property which has been damaged by an event which would otherwise have been covered by this **policy** had **your home** been damaged.

#### 8. Garden Cover

**We** will pay the cost of re-landscaping **your** garden at **your home** if **your** garden is destroyed by fire, lightning, explosion, impact by any aircraft or other aerial devices, rail or road vehicles or anything dropped from an aircraft, theft, vandalism and malicious damage.

#### 9. Money and Bank Cards

**Your money** and **bank cards** are insured against physical loss or physical damage occurring anywhere in the world during the **period of insurance**. **We** will pay any amounts that **you** legally have to pay if **your bank cards** have been used without **your** permission after they have been lost or stolen, provided **you** follow all the terms under which the **bank cards** were issued.

#### 10. Fridge and Freezer Contents

Loss or damage to fridge or freezer contents due to a change in temperature caused by:

- a) the accidental failure of the fridge or freezer, or
- b) contamination by the escape of refrigerant fumes, or
- c) the failure of the power supply, unless resulting from the deliberate act or restriction of the supply company, strike action or industrial disputes.

No **excess** applies to this Special Extension.

#### 11. Replacement Locks

If the keys to any external doors and windows, alarm systems and safes are lost or stolen, **we** will pay the cost of replacing and installing the locks and keys.

No **excess** applies to this Special Extension.

#### 12. Domestic Water, Oil and Gas

**We** will pay for any accidental loss of metered water, oil and gas (including LPG) lost from **your** fixed domestic water or heating fuel tank occurring during the **period of insurance**.

**We will not pay for:**

- a) more than 12 months from the date when access is first denied.
- b) any costs recoverable elsewhere.
- c) any costs incurred before **we** provided **our** agreement to pay.

- a) more than £2,500 for any one plant, tree or shrub.
- b) any costs relating to any undamaged part of the garden.
- c) any plants grown on a commercial basis.

- a) more than £30,000 for **bank cards** for any one incident.
- b) more than £10,000 for **money** for any one incident.
- c) **money** left in an unattended vehicle.

## We will pay for:

### 13. Unauthorised Use of Electricity, Gas or Water

The costs of metered electricity, gas (including LPG) or water for which **you** are legally responsible arising from its unauthorised use by persons taking possession or occupying the **home** without **your** consent.

### 14. Loss of Personal Electronic Data

The cost involved in reinstating **your** electronic data including music, photographs and video digital downloads stored on **your** computer(s) or other personal electronic entertainment equipment as a result of loss or damage covered under section 2.

### 15. Loss of Personal Documents

Deeds, bonds, securities, or other similar private documents are lost or damaged as a result of a covered loss, **we** will pay the cost of replacing these personal documents.

### 16. Temporary **Sum Insured** Increase

Loss or damage to additional **contents** between one month before and one month after:

- a) a wedding, civil partnership, anniversary and birthday, and/or
- b) a religious celebration.

### 17. Ground Rent

Ground rent which **you** have to pay whilst the **home** cannot be lived in following loss or damage which is covered under 'Section 2 - Contents'.

### 18. Guests, Visitors and **Domestic Employees** Personal Effects

Loss or damage to guests, visitors and **domestic employees** personal effects not insured elsewhere while in the **home**.

### 19. Moving Home

Any loss or damage to **contents** in the course of removal by professional removal contractors between **your home** and any permanent residence anywhere in the world.

## We will not pay for:

- a) where **you** have not acted as soon as practicably possible to stop the unauthorised use once **you** had been made aware of the unauthorised use.

- a) any illegal data.

- a) more than 20% of **your contents sum insured** for any one claim.

- a) more than three (3) years.
- b) any ground rent payable after the property is reinstated and ready for habitation.
- c) any costs recoverable elsewhere.
- d) any costs incurred before **we** provided **our** agreement to pay.

- a) any single item of jewellery or watches over £2,500.

**We will pay for:**

#### 20. Students and Boarders Possessions

Physical loss or damage to **students** and **boarders possessions** inside the student or boarders accommodation or other occupied building or being carried between those buildings within the **United Kingdom** during the **period of insurance**.

#### 21. Nursing/Residential Care Home Cover

Loss or damage to **contents** belonging to **your** dependent family members who are residing in a nursing or residential care home.

#### 22. Marquees

Loss or damage to marquees and their associated lighting, heating and furnishings occurring during the **period of insurance**, provided that they are not insured elsewhere.

#### 23. Memorial Stones

**We** will pay for loss or damage to memorial stones and plaques anywhere in the **United Kingdom** in memory of **your** parent, spouse, partner or child.

#### 24. Golfers Extension

- a) Third Party Damage  
**We** cover all property damage to another person's property caused by **you**, irrespective of legal liability.
- b) Personal Accident  
**We** will pay up to £25,000 (or less if limited by law) in the event that **you** suffer a bodily injury whilst playing golf which results in **your**:
  - Death
  - **Loss of limb(s)**
  - **Loss of eye(s)**Death, **loss of limb(s)** or **loss of eye(s)** must occur within twelve (12) months of the date of the incident.
- c) Hole in One  
**We** will pay **you** £1,000 if **you** achieve a hole in one in an official golf competition.
- d) Hiring Golf Clubs Overseas  
In the event of loss or damage to **your** golf clubs, borrowed golf clubs or hired golf clubs whilst **you** are playing golf outside of the **United Kingdom** **we** will pay for the hire of replacement clubs.

**We will not pay for:**

- a) more than 10% of **your contents sum insured** for any one claim.
- b) any single item, pair or set over £1,000.
- a) marquees hired for more than seven (7) days.
- b) more than £50,000 for any one claim.
- c) any costs recoverable elsewhere.
- a) more than £5,000 for any one incident.
- a) any claim that is excluded under section 5 - Your Liabilities - Exclusions.
- a) any claim where **you** do not provide **us** with the scorecard and certificate from **your** club or the match secretary.
- a) more than £50 per day or £500 in total.
- b) any claims where **you** do not provide **us** with an invoice detailing the cost of the hire.

## We will pay for:

### 25. Reward

A reward to anyone other than **you** or the Police who gives information that leads to the arrest and conviction of anyone who committed an illegal act which resulted in a claim under this insurance.

### 26. Damage by **Your** Pets

Loss or damage to **your contents** caused by chewing, scratching, tearing, fouling and vomiting by **your** pets.

### 27. Stalking and Harassment

The following costs and expenses incurred by **you** as detailed below if **you** are the victim of **stalking and harassment** during the **period of insurance**:

- a) the costs that **you** have to pay for **you** and **your** domestic pets to temporarily relocate away from **your home** within the first 2 months of the first reported incident.
- b) the costs to upgrade the security including alarms and locks at **your home** up to £10,000.
- c) costs to provide security consultancy and/or professional security guard services.
- d) **medical expenses** incurred by **you** within twelve (12) months of the **stalking and harassment** incident.

## We will not pay for:

- a) more than £15,000.
- b) a reward under this section if 'Section 1 – Buildings' is shown as included on **your schedule**.
- a) more than £5,000 for any one claim.
- a) more than £30,000 in any one **period of insurance**.
- b) any loss caused by **you**, **your** relatives, former relatives, partners or any persons acting on **your** behalf.
- c) costs and expenses incurred where the **stalking and harassment** was first reported prior to being insured with **us**.
- d) costs and expenses incurred more than 12 months after the first reported incident of the **stalking or harassment**.
- e) any costs incurred before **we** provided **our** agreement to pay unless immediate action is required for safety reasons.
- f) any psychiatric services expenses if immediately prior to the incident, the person was already using or had been referred for psychiatric services.
- g) the cost of psychiatric services for more than 12 months.
- h) any loss which was falsely reported or misrepresented by **you** or by anyone acting on **your** behalf.

**We will pay for:**

#### **28. Aggravated Burglary and Aggravated Assault**

The following costs and expenses incurred by **you** and benefit as detailed below if **you** are the victim of an **aggravated burglary at your home** or **aggravated assault** in the **United Kingdom** during the **period of insurance**:

- a) for **aggravated burglary** the costs that **you** have to pay for **you** and **your** domestic pets to temporarily relocate away from **your home** within the first 2 months of the first reported incident.
- b) the costs to upgrade the security including alarms and locks at **your home** up to £10,000.
- c) costs to provide security consultancy and/or professional security guard services up to £10,000.
- d) **medical expenses** incurred by **you** within twelve (12) months of the **aggravated burglary** or **aggravated assault** incident.
- e) if **you** suffer a physical injury caused as a result of the **aggravated burglary** at **your home** during the **period of insurance**, and **you** die from that injury within twelve (12) months, **we** will pay a benefit of £100,000 for each adult that dies. **We** will not pay this benefit to **domestic employee(s)**.

#### **29. Car Jacking**

The following costs and expenses incurred by **you** and benefit as detailed below if **you** are the victim of a **car jacking** during the **period of insurance**:

- a) **medical expenses** incurred by **you** within twelve (12) months of the **car jacking** incident.
- b) if **you** suffer a physical injury caused as a result of the **car jacking** and **you** die from that injury within twelve (12) months, **we** will pay a benefit of £100,000 for each adult that dies. **We** will not pay this benefit to **domestic employee**.
- c) emergency accommodation expenses up to £10,000.

**We will not pay for:**

- a) more than £30,000 in total for any one **period of insurance** for cover a) to d).
- b) any loss caused by **you**, **your** relatives, former relatives, partners or any persons acting on **your** behalf.
- c) any costs incurred before **we** provided **our** agreement to pay unless immediate action is required for safety reasons.
- d) an **aggravated assault** connected to **your** business.
- e) any psychiatric services expenses if immediately prior to the incident, the person was already using or had been referred for psychiatric services.
- f) the cost of psychiatric services for more than 12 months.
- g) any loss which was falsely reported or misrepresented by **you** or by anyone acting on **your** behalf.

- a) more than £30,000 in total for any one **period of insurance** for cover a) and c).
- b) any **car jacking** incident not immediately reported to the Police or other authority.
- c) any costs as a result of an incident in a country or territory where the Foreign & Commonwealth Office advise against travel.
- d) any **medical expenses** incurred where the expenses are from a business or individual where there is no recognised professional association.
- e) any loss as a result of self inflicted physical injury, suicide or attempted suicide.
- f) any psychiatric services expenses if immediately prior to the incident, the person was already using or had been referred for psychiatric services.
- g) the cost of psychiatric services for more than 12 months.
- h) any loss which was falsely reported or misrepresented by **you** or by anyone acting on **your** behalf.

**We will pay for:**

## 30. Road Rage, Air Rage, Hijack

The following costs and expenses incurred by **you** and benefit as detailed below if **you** are the victim of **road rage, air rage or hijack** during the **period of insurance**:

- a) **medical expenses** incurred by **you** within twelve (12) months of the **air rage or road rage** incident.
- b) if **you** suffer a physical injury caused as a result of the **air rage or road rage** and **you** die from that injury within twelve (12) months, **we** will pay a benefit of £100,000 for each adult that dies. **We** will not pay this benefit to **domestic employee**.
- c) emergency accommodation expenses up to £10,000.

## 31. Kidnap

The following costs and expenses incurred by **you** and benefit as detailed below if **you** are the victim of **kidnap** during the **period of insurance**:

- a) The costs to upgrade the security including alarms and locks at **your home** up to £10,000.
- b) **Medical expenses** incurred by **you** within twelve (12) months of the **kidnap** incident.
- c) If **you** suffer a physical injury caused as a result of the kidnap during the **period of insurance**, and **you** die from that injury within twelve (12) months, **we** will pay a benefit of £100,000 for each adult that dies. **We** will not pay this benefit to **domestic employee(s)**.

**We will not pay for:**

- a) more than £30,000 in total for any one **period of insurance** for cover a) and c).
- b) any **road rage or air rage** incident not immediately reported to the Police or other authority.
- c) any costs as a result of an incident in a country or territory where the Foreign & Commonwealth Office advise against travel.
- d) any **medical expenses** incurred where the expenses are from a business or individual where there is no recognised professional association.
- e) any as a result of self inflicted physical injury, suicide or attempted suicide.
- f) any psychiatric services expenses if immediately prior to the incident, the person was already using or had been referred for psychiatric services.
- g) the cost of psychiatric services for more than 12 months.
- h) any loss which was falsely reported or misrepresented by **you** or by anyone acting on **your** behalf.

- a) more than £30,000 in total for any one **period of insurance** for cover a) and b).
- b) any costs incurred before **we** provided **our** agreement to pay unless immediate action is required for safety reasons.
- c) any psychiatric services expenses if immediately prior to the incident, the person was already using or had been referred for psychiatric services.
- d) the cost of psychiatric services for more than 12 months.
- e) any loss which was falsely reported or misrepresented by **you** or by anyone acting on **your** behalf.

**We will pay for:**

**32. Fatal Injury following Catastrophe Claim**

If **you** suffer a physical injury caused as a result of a fire or flood at **your home** during the **period of insurance** which is covered under **your policy** and **you** die from that injury within twelve (12) months, **we** will pay a benefit of £100,000 for each adult that dies.

**33. Emergency Travel Expenses**

Where physical loss or damage occurs to **your contents** at a **premises** insured as shown on **your schedule** whilst **you** are on holiday and **your** immediate return to **your home** is required, **we** will pay for such emergency travel expenses to enable **you** to return to **your premises**.

Where limits are stated under the covers detailed above those values represent the amount payable under that cover subject to all other terms, conditions and exclusions of Section 2.

**We will not pay for:**

- a) more than £100,000 per person (or £5,000 for anyone under sixteen (16) years of age) at the time of death.
  - b) **domestic employees**.
  - c) any cost as a result of self inflicted physical injury, suicide or attempted suicide.
  - d) more than £100,000 per person (or £5,000 for anyone under sixteen (16) years of age) where both Section 1 - Buildings and Section 2 – Contents are insured.
- 
- a) more than £2,500 any one claim.
  - b) more than £2,500 where both Section 1 - Buildings and Section 2 – Contents are insured.
  - c) any costs recoverable elsewhere.

## Section 2 - Contents - Exclusions

The following section specific exclusions apply in addition to the General Exclusions.

### What is not covered

1. The **excess** shown in **your schedule**.
2. Loss or damage caused by:
  - frost damage or frozen pipework and resultant water damage, or escape of water damage whilst the **home** is **unoccupied** unless the water supply is turned off at the mains and all systems drained or the heating is in operation to ensure a constant minimum temperature of fifteen (15) degrees Celsius is maintained throughout the **home** during the months of October to April
  - theft, attempted theft, vandalism, malicious or **accidental damage** whilst the **home** is **unoccupied**
  - **you** not receiving goods or services **you** have paid for through any internet website
  - by escape of oil from any fixed heating installation or any domestic appliance whilst the **home** is **unoccupied**
  - an item being transported unless it is packed and secured well enough (given the nature of the item and how it is transported).
3. Loss or damage to quad bikes, motorbikes or golf buggies whilst they are being used.
4. Loss or damage to **watercraft** whilst in use.
5. Loss or damage to **contents** caused by **subsidence** or **heave** of the site on which the **buildings** stand or **landslip**:
  - caused by riverbank or coastal erosion
  - arising from defective materials or faulty workmanship
  - arising from movement of solid floor slabs, unless the foundations beneath the exterior walls of **your home** are damaged by the same cause and at the same time.

## Section 3 - Fine Art

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

### 1. What is covered

We will insure **you** for physical loss or damage to **your fine art** occurring during the **period of insurance** up to the **sum insured** anywhere in the world.

### 2. How much we will pay

The full cost of repair or replacement up to the **sum insured** shown in **your schedule** or up to any other limit shown below under specific limits and special extensions.

The basis of settlement is **our** sole discretion.

### 3. Special Limits

Items, pairs or sets worth more than £50,000 must be specified individually and held on file by **us** or **your broker or insurance intermediary**. For **fine art** not listed individually in a specification, the full value is the replacement cost or current market value, whichever is the greater.

#### Specified Items

Those items in respect of which a valuation has been provided by **you** and accepted by **us** or a value has been agreed by **us**.

For loss or damage to items specified in **your policy** we will pay as follows:

- total loss – **we** will pay the value of that item. For items listed individually, the value is the amount shown for each item in the specification held by **us** or **your broker or insurance intermediary**
- partial loss – if the item is partly damaged, **you** may decide whether **we** repair, replace or pay the value of the damaged item. If **you** decide to repair the damaged item, **we** will also pay for any loss in value. The most **we** will pay in total is the amount shown for each item in the specification held by **us** or **your broker or insurance intermediary**.

**Unspecified Items** - all items that **you** have not specified.

- **we** will decide whether to repair, replace or make a cash settlement for any lost or damaged item.
- if **we** decide to make a cash settlement **we** will pay the market value of the item on the date of loss.
- if **we** decide to repair it **we** will also pay for any loss in value.
- the most **we** will pay for any one item, pair or set is £50,000.

#### Newly Acquired Items

We will treat all newly acquired items as specified items for a period of sixty (60) days from the time of purchase or acquisition. If, after that time, **you** have not advised **us** of them individually and **we** have not agreed individual items, they will be treated as unspecified items.

#### Pairs and Sets

If any item which has an increased value because it forms part of a pair or set is lost or damaged, any payment **we** make will take account of the increased value. **You** may decide if **we** pay the value of the entire pair or set. The most **we** will pay is the value of that pair or set.

#### Full Payment

If **we** pay the full **sum insured** for an item, pair or set, then **we** have the right to take possession of it.

## Recovered Property

If **we** recover any of **your** property after a loss, **we** will write to **you** at **your** correspondence address shown in the **schedule** and **you** can buy it back from **us** within sixty (60) days. **We** will charge:

- the amount **we** paid for **your** claim plus interest; or
- the fair market value of the item at the time **we** recover it;
- whichever is less.

## 4. Special Extensions

**We** will pay for:

### 1. New Possessions

Loss or damage to **your** newly acquired **fine art** provided **you** advise **us** within sixty (60) days from the date of purchase and **you** pay the full additional premium applicable.

### 2. Defective Title

If during the **period of insurance**, a person claims that a piece of specified **fine art** is not rightfully **yours** and **you** are required by law to return the item to its rightful owner, because it is proved that **you** do not have good title to it, **we** will pay **you** the amount **you** paid for it or the value shown in the specification if this is less.

**We** will only do this under the following circumstances:

- the item was purchased by **you** during the period that the **fine art** has been insured with **us**; and
- **you** advise **us** of the claim during the **period of insurance**; and
- **you** made reasonable enquiries about its provenance before **you** bought the item.

This extension does not apply to any items that **you** inherited or that were given to **you**.

### 3. Death of the Artist

If, during the **period of insurance** the value of any **fine art** item specified on **your schedule** has increased due to the death of the artist during that **period of insurance** **we** will pay up to 200% of the **sum insured** for the item following its loss or damage.

**We** will only do this if **you** can produce an independent valuation or purchase receipt which is not more than three (3) years old at the time of the loss or damage. **You** must be able to prove the increased value if **you** claim for the item.

**We** will not pay for:

- more than 25% of the total **fine art sum insured**.
- more than 10% of the total **sum insured** for **fine art** subject to a maximum of £100,000.
- more than 200% of the **sum insured** shown in **your schedule** for the item lost or damaged.
- more than £100,000 during the **period of insurance**.
- any claims twelve (12) months or more after the artist's death.

**We will pay for:**

#### 4. Market Appreciation

If **you** have had a professional valuation carried out within the 3 years prior to the date of the total loss of **your** specified **fine art** and the specified **sum insured** for that item shown on **your schedule** reflect this valuation, **we** agree to cover **you** on an extended replacement basis if the market value is higher than the **sum insured** amount. This means in the event of a claim **we** will pay more than the specified **sum insured** for that item.

**We will not pay for:**

- a) more than 150% of the specified item **sum insured** shown in **your schedule**.
- b) more than £150,000 in total for each incident of loss.
- c) any claim where **you** have not told **us** about any increases to the specified item **sum insured** since the professional valuation was carried out on that item.

## Section 3 - Fine Art - Exclusions

### What is not covered

The following exclusions apply to the **fine art** section of the **policy**:

- 1) Any loss or damage to stamps or coins caused by:
  - a) fading, creasing, denting, scratching, tearing, thinning, colour transfer, dampness, or temperature extremes; or
  - b) handling or being worked on.

## Section 4 - Valuables

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

### 1. What is covered

**We** will pay for all physical loss and damage to **your valuables** up to the **sum insured** anywhere in the world during the **period of insurance**, provided that the loss or damage is not excluded under this section, general conditions or under the general exclusions.

### 2. How much we will pay

Items, pairs or sets worth more than £25,000 must be specified individually and held on file by **us** or **your broker or insurance intermediary**. For **valuables** not listed individually in a specification, the full value is the replacement cost or current market value, whichever is the greater.

### 3. Special Limits

#### Specified Items

Those items in respect of which a valuation has been provided by **you** and accepted by **us** or a value has been agreed by **us**.

For loss or damage to items specified in **your policy** **we** will pay as follows:

- total loss – **we** will pay the value of that item. For items listed individually, the value is the amount shown for each item in the specification held by **us**
- partial loss – if the item is partly damaged, **we** will decide whether **we** repair, replace or pay the value of the damaged item. If **we** decide to repair the damaged item, **we** will also pay for any loss in value. The most **we** will pay in total is the amount shown for each item in the specification held by **us**.

**Unspecified Items** - all items that **you** have not specified.

**We** will decide whether to repair, replace or make a cash settlement for any lost or damaged item. If **we** decide to make a cash settlement **we** will pay the market value of the item on the date of loss. If **we** decide to repair it **we** will also pay for any loss in value. The most **we** will pay for any one item, pair or set is £25,000.

#### Newly Acquired Items

**We** will treat all newly acquired items as specified items for a period of sixty (60) days from the time of purchase or acquisition. If, after that time, **you** have not advised **us** of them individually and **we** have not agreed individual items, they will be treated as unspecified items.

#### Pairs and Sets

If any item which has an increased value because it forms part of a pair or set is lost or damaged, any payment **we** make will take account of the increased value. **You** may decide if **we** pay the value of the entire pair or set. The most **we** will pay is the value of that pair or set.

#### Full Payment

If **we** pay the full **sum insured** for an item, pair or set, then **we** have the right to take possession of it.

#### Recovered Property

If **we** recover any of **your** property after a loss, **we** will write to **you** at **your** correspondence address shown in the **schedule** and **you** can buy it back from **us** within sixty (60) days. **We** will charge:

- the amount we paid for **your** claim plus interest; or
- the fair market value of the item at the time we recover it; whichever is less.

## 4. Special Extensions

### We will pay for:

#### 1. New Possessions

Loss or damage to **your** newly acquired **valuables** provided **you** advise **us** within sixty (60) days from the date of purchase and **you** pay the full additional premium applicable.

#### 2. Defective Title

If during the **period of insurance**, a person claims that an item of jewellery is not rightfully yours and **you** are required by law to return the item to its rightful owner, because it is proved that **you** do not have good title to it, **we** will pay **you** the amount **you** paid for it or the value shown in the specification if this is less.

**We** will only do this under the following circumstances:

- the item was bought by **you** during the **period of insurance**;
- **you** advise **us** of the claim during the **period of insurance**; and
- **you** made reasonable enquiries about its provenance before **you** bought the item.

#### 3. Market Appreciation

If **you** have had a professional valuation carried out within the 3 years prior to the date of the total loss of **your** specified **valuables** and the specified **sum insured** for that item shown on **your schedule** reflect this valuation, **we** agree to cover **you** on an extended replacement basis if the market value is higher than the **sum insured** amount. This means in the event of a claim **we** will pay more than the specified **sum insured** for that item.

### We will not pay for:

a) more than 25% of the total **valuables sum insured**.

a) more than 10% of the total **sum insured** for jewellery and up to a maximum of £100,000.

b) any items that **you** inherited or that were given to **you**.

a) more than 150% of the specified item **sum insured** shown in **your schedule**.

b) more than £150,000 in total for each incident of loss.

c) any claim where **you** have not told **us** about any increases to the specified item **sum insured** since the professional valuation was carried out on that item.

## Section 4 - Valuables - Exclusions

### What is not covered

The following exclusions apply to the **valuables** section of the **policy**:

- 1) Loss or damage to any item being transported unless it is adequately packed and secured depending on the nature of the item and how it is transported.

## Section 5 - Your Liabilities

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

### 1. What is covered

If 'Section 1 - Buildings' is covered **you** are automatically insured for the following:

- **your** liability as owner of the **home**
- the 'Special Extensions' shown under 3 below.

If 'Section 2 – Contents' is covered **you** are automatically insured for the following:

- **your** liability as occupier of the **home**
- **your** personal liability
- **your** liability to **your domestic employee(s)**
- the 'Special Extensions' shown under 3 below.

### 2. How much we will pay

#### Your Liability as Owner of the Home

**We** will pay any claim that **you** become legally liable for as owner, due to an accident which happens during the **period of insurance** that causes **bodily injury** or physical damage to property in or around the **home**, provided that the claim is not excluded under this section, general conditions and/or the general exclusions.

#### Your Liability as Occupier of the Home

**We** will pay any claim that **you** become legally liable for as occupier, due to an accident which happens during the **period of insurance** that causes **bodily injury** or physical damage to property in or around the **home**, provided that the claim is not excluded under this section, general conditions and/or the general exclusions.

#### Your Personal Liability

**We** will pay any claim that **you** become legally liable for due to an accident which happens during the **period of insurance** that causes **bodily injury** or physical damage to property, provided that the claim is not excluded under this section, the General Conditions and/or the General Exclusions.

#### Your Liability to Your Domestic Employee(s)

**We** will pay any claim that **you** become legally liable for due to an accident which causes **bodily injury** or disease to **your domestic employee(s)**, provided that the claim is not excluded under this section, the General Conditions and/or the General Exclusions. The accident must happen during the **period of insurance** and arise from work the **domestic employee(s)** are employed to do for **you** in the **territorial limits** or whilst on temporary trips abroad.

### 3. Special Extensions

**We will pay for:**

#### 1. Acquired Land

**We will pay any claim that you become legally liable for as owner of land you acquire during the period of insurance.**

#### 2. Country Pursuits

**We will pay any claim which you may legally have to pay in connection with or arising from any part-time country pursuits including farming activities, horticultural activities, hunting, shooting, fishing and the provision of stabling and livery which is all incidental at your home.**

#### 3. Defective Premises Cover

**We will pay any claim you are legally liable for in connection with any house formerly owned or occupied by you and incurred by reason of**

- Section 3 of the Defective Premises Act 1972, or
- Section 5 of the Defective Premises (Northern Ireland) Order 1975

**provided that at the time of the incident giving rise to liability you had disposed of all legal title to and interest in that home, and no other insurance covers the liability.**

**If you cancel this policy on the sale of your home the cover provided by the Defective Premises Act 1972 will continue for seven (7) years from the cancellation date provided no other policy covers the liability.**

#### 4. Unrecovered Damages

**We will cover you for sums which you have been awarded by a court in the United Kingdom and which still remain outstanding 3 months after the award has been made.**

**We will not pay for:**

- a) any claim where the land that has been acquired for:
  - property development
  - farming activities
  - other business pursuits.
- b) any claim where the land has any buildings.
- c) more than £1,000,000.
- d) any claim where you have not notified us within sixty (60) days of the acquisition and/or not paid the full additional premium we require.

- a) any claim where:
  - the hours worked by an employee do not exceed 1,500 hours per year.
  - the total gross annual revenue generated from horticultural activities or caring of animals exceeds £25,000.
  - you are entitled to payment under another policy.

- a) more than £5,000,000.

- a) more than £2,000,000 in any one period of insurance.

**We will pay for:**

## 5. Director or Officer Liability

**We will cover your** legal liability arising out of any voluntary work **you** do as a director or officer of a registered charity or other non-profit seeking organisation.

**We will not pay for:**

- a) more than £1,000,000 in any one **period of insurance**.
- b) the first £750 of any claim.

## Section 5 - Your Liabilities - Exclusions

### What is not covered

The following exclusions apply to the liabilities section of the **policy**:

**We do not cover your** liability arising from:

1. any one accident or series of accidents arising out of any one event, plus the costs and expenses incurred by **you** with **our** written consent for more than £10,000,000.
2. **bodily injury** to **you** or to **your** employees, unless they are **domestic employee(s)**.
3. loss or damage to property owned or occupied by or in the custody or control of **you**, other than property for which **you** as tenant are legally liable to the owner.
4. any animal other than **incidental farming** livestock, horses, cats or dogs provided such dogs are not designated dangerous under the terms of the Dangerous Dogs Act 1991, the Dangerous Dogs Act Amendment 1997, the Dangerous Dogs Act Amendment 2014, the Dogs (Northern Ireland) Order 1983, the Dangerous Dogs (Northern Ireland) Order 1991, or the Control of Dogs (Scotland) Act 2010 or any amending legislation.
5. any caravan.
6. any motorised vehicle, quad bike, golf buggy, motorbike under 51cc, domestic gardening equipment, wheelchair, trailer or non-motorised horsebox whilst being used on a public road or in circumstances where any Road Traffic Act or similar legislation says that **you** must have motor liability insurance.
7. any aircraft or watercraft other than what **we** have defined as **watercraft**.
8. the ownership, possession or use of any unlicensed firearm.
9. which **you** have assumed under a contract and which would not otherwise have attached.
10. **bodily injury** arising from any infectious disease, virus or syndrome, including, but not limited to, sexually transmitted diseases or viruses, such as human immunodeficiency virus (HIV), acquired immune deficiency syndrome (AIDS) or any variations however caused.
11. any business activity, profession or occupation or any activity carried out on **your** land that **you** derive an income from, other than **incidental farming** or the use of **your home** as an office for non-manual work.
12. any incident occurring outside the **period of insurance**.
13. any claims under the golfer's cover under Section 2 – Contents – 4. Special Extension 24 arising directly or indirectly as a result of a pre-existing medical condition unless declared and agreed by **us** with any required additional premium paid. Nor will **we** pay any claims arising from a medical condition which is not substantiated by a written report from the treating doctor confirming **your** inability to play golf.
14. any damages, claimant's costs or expenses arising from libel, slander or defamation.
15. any damages for **you** performing or **your** failure to perform professional services, including advice, for which **you** are legally responsible or licensed.
16. **your** liability for punitive fines, penalties or damages.
17. **your** liability arising out of any goods or products designed, manufactured, constructed, altered, repaired, serviced, treated, sold, supplied or distributed by **you**.
18. any work **your** employees do for **you** other than **domestic duties**, or **incidental farming duties**.

19. **your** employees work in the United States of America or Canada, after they have been in either or both of these countries for more than eighty nine (89) days in total during the **period of insurance**.
20. **your** liability under the Defective Premises Act for the cost of putting right any fault or alleged fault.
21. **your** liability arising out of **your** ownership, occupation, possession or use of any land or building that is not at the address shown in the **schedule** other than:
  - any land covered under Additional cover 1) Acquired Land; or
  - damage to property for which **you** as tenant are legally liable to the owner.
22. if **you** are entitled to payment under any other insurance until such insurance is exhausted.
23. any criminal or violent act to another person or their property.
24. costs and expenses incurred by **you** without our written consent.

### **Basis of claims settlement**

**We** will pay up to the limit stated in the **schedule** for any one accident or claim.

## Section 6 - Legal Expenses & Identity Theft

Your **schedule** of insurance will show if this section is operative.

This section is administered by ARAG plc under a binding authority agreement with the **Underwriter** as shown on **your schedule**. ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369.

### How to make a claim under Section 6

You must notify **us** as soon as possible (and within 30 days for rent arrears claims).

1. under no circumstances should **you** instruct **your** own lawyer or accountant as the **underwriter** will not pay any costs incurred without our agreement.
2. **you** can download a claim form at [www.arag.co.uk/newclaims](http://www.arag.co.uk/newclaims) or request one by calling **us** on 0117 917 1698, between 9am and 5pm Monday to Friday.
3. **we** will issue **you** with a written acknowledgement within one working day of receiving **your** claim form.
4. within five working days of receiving all the information needed to access the availability of cover under this section **we** will write to **you** either:
  - a) confirming the appointment of a qualified representative who will promptly progress the claim for **you**; or
  - b) if the claim is not covered, explaining in full why and whether **we** can assist in another way.
5. when a lawyer 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.

### Customer complaints procedure for Section 6

**We** are committed to providing a first class service at all times. However, if a complaint arises, this should be addressed to our Customer Relations Department. **We** can be reached by:

- telephone: 0117 917 1561 (hours of operation are 9am -5pm, Mondays to Fridays excluding bank holidays. (For our mutual protection and training purposes calls are recorded)
- e-mail: [customerrelations@arag.co.uk](mailto:customerrelations@arag.co.uk) or
- write to: ARAG plc 9 Whiteladies Road, Clifton, Bristol BS8 1NN.

Should **you** remain dissatisfied **you** can pursue **your** complaint further with Lloyd's. They can be reached by:

- telephone: 0207 327 5693, Fax 0207 327 5225
- e-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com), website [www.lloyds.com/complaints](http://www.lloyds.com/complaints) or
- write to: Lloyd's, One Lime Street, London EC3M 7HA.

If Lloyd's is not able to resolve the dispute to **your** satisfaction then **you** can refer it to the Financial Ombudsman Service. Please see the customer complaints procedure shown in **your schedule** for details of the Financial Ombudsman Service.

### Additional services available under Section 6

The following services are available to **you** during the **period of insurance**:

#### Legal and tax advice helpline 0344 571 7976

The legal advice helpline is open 24/7 and tax advice is available between 9am and 5pm on weekdays (except bank holidays). The advice covers personal legal matters within EU law or personal tax matters falling within UK law. Services are subject to fair and reasonable use. Use of this service does not constitute reporting of a claim.

## **Crisis communication 0344 571 7964**

Where **you** need to respond to negative publicity or media attention. **You** can access professional public relations support and crisis communication services.

## **Identity theft resolution service 0333 000 2083**

This service is available 8am to 8pm seven days a week. If **you** suspect that **your** identity may have been stolen **you** can get help from our specialist caseworkers to correspond with credit rating agencies, banks, credit card companies, financial service providers or other parties in order to repair **your** credit rating, restore **your** identity or resolve a dispute that has arisen from the use of **your** personal information to commit fraud or commit crimes. Case workers can also give **you** tips about keeping **your** personal data safe.

## **Online legal services [www.araglegal.co.uk](http://www.araglegal.co.uk)**

Register at [www.araglegal.co.uk](http://www.araglegal.co.uk) using the voucher codes shown below to access our digital law guide and download useful legal documents and letters such as a free will for consumers. Many documents can be downloaded for free while others attract a modest charge. The registration process is quick and easy and it allows **you** to set **your** own secure password for future site visits. Once **you** have selected a document, follow the simple prompts on the screen to complete it. Guidance notes are available to help **you**. Documents can be saved to **your** own device and/or stored securely on the site.

The voucher code to register for consumer legal documents is AFE48BBE98B5.

In addition to the **policy** definitions shown on pages 7 to 11 the words shown as definitions below apply specifically to this section.

## **Appointed advisor**

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

## **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:

- a) in full where **your** claim is successful or
- b) in part or not at all where **your** claim is unsuccessful.

## **Conditional fee agreement**

A legally enforceable agreement between **you** and the **appointed advisor** for paying their professional fees:

- a) in full where **your** claim is successful or
- b) in part or not at all where **your** claim is unsuccessful.

## **Communication costs**

The reasonable cost of **United Kingdom** phone calls, postage, photocopying or faxes and credit reports required to implement advice provided by **our** identity theft advice and resolution service.

## **Legal costs & expenses**

- a) 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.
- b) reasonable experts' reports, reasonably and proportionately incurred by the **appointed advisor**.
- c) in civil claims, other side's costs, fees and disbursements where **you** have been ordered to pay them or pay them with our agreement.

- d) reasonable accountancy fees reasonably incurred under Insured event g) Tax by the **appointed advisor** and agreed by **us** in advance.
- e) the professional fees and expenses of an **appointed advisor** selected by **us** to reduce the actual or anticipated adverse or negative publicity or media attention directed towards **you** under Insured event m) Crisis communication.

## Let property

Residential property located in England & Wales, Scotland or Northern Ireland that is owned by **you** and which **you** let or intend to let under a **tenancy agreement**.

## Reasonable prospects of success

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

Where it has been determined that **reasonable prospects of success** as set out in a), b) and c) above do not exist, **you** will be liable to pay any legal costs incurred should **you** pursue or defend **your** claim irrespective of the outcome.

## Small claims court

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

## Tenancy agreement

An agreement that **you** have entered into with a tenant to let out **your let property** under:

- a) an assured shorthold tenancy; or
- b) a shorthold tenancy; or
- c) an assured tenancy;  
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 or
- d) where **your let property** has been let:
  - in accordance with the Private Tenancies (Northern Ireland) Order 2006; or
  - to a limited company or business partnership for residential use by its employees.

## Territorial limit

For insured events covered 2. Contract and 4. Personal injury; the **United Kingdom**, countries in the European Union, Norway and Switzerland. For all other Insured events covered, the **United Kingdom**.

## We/us/our

ARAG plc (registered in England under number 02585818). Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN.

## You/your

**You**, **your** partner and relatives permanently living with **you** in **your home** (including children temporarily away from **home** for the purpose of higher education).

## 1. What is covered

Following an event that is covered by this section the **underwriter** will pay **your legal costs & expenses** up to £100,000 (or other sum as stated in this section) for all claims related by time or original cause, including the cost of appeals subject to all of the following requirements being met.

- a) the event occurs within the **territorial limit**.
- b) the claim:
  - always has **reasonable prospects of success**
  - is reported to **us**:
    - i) during the **period of insurance**
    - ii) as soon as **you** first become aware of circumstances which could give rise to a claim and within 30 days of first becoming aware of rent arrears where **you** have a dispute with a tenant of **your let property**.
- c) unless there is a conflict of interest, **you** always agree to use the **appointed advisor** chosen by **us** in any claim:
  - to be heard by the **small claims court** /or
  - before proceedings have been or need to be issued.
- d) any dispute will be dealt with through mediation or by a court, tribunal, Advisory Conciliation and Arbitration Service or a relevant regulatory body.

A claim is considered to be reported to **us** when **we** have received **your** fully completed claim form.

## 2. Insured events covered

What the **underwriter** will pay for:

### a) Employment

A dispute with **your** current, former or prospective employer relating to **your** contract of employment or related legal rights. A claim can be brought once all internal dismissal 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. **You** are required to co-operate fully with ACAS regarding mediation and not do anything that hinders a successful outcome.

### b) Disputes with **Your Domestic Employees**

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

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

What the **underwriter** will not pay for:

Any claim relating to:

- a) disputes arising solely from personal injury.
- b) defending **you**, except for defending an appeal.
- c) **legal costs & expenses** for an employer's grievance hearing or appeal.
- d) fees that are recoverable from an employer or ex-employer by order of a court or tribunal.
- e) a compromise agreement between **you** and **your** employer. **We** will be able to help **you** find a suitable solicitor who will assist **you** with this at **your** expense.

Any claim relating to:

- a) the cost of representation at disciplinary hearings or internal grievance procedures.
- b) personal injury.
- c) **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.

What the **underwriter** will pay for:

c) Contract

A dispute arising out of an agreement or alleged agreement entered into by **you** for:

- buying or hiring consumer goods or services
- privately selling goods
- buying or selling **your home or your let property**
- renting **your home** as a tenant or occupying it under a lease.

d) Property

A dispute relating to visible property owned by **you** following:

- an event which causes **accidental damage** to **your** property, including **your home and let property**
- a public or private nuisance trespass provided that where any boundary is in dispute **you** have proof of where the boundary lies;

**You** must:

- be able to provide a detailed inventory of the condition and **contents** of **your let property** which has been signed by **your** tenant(s) and
- comply with tenancy deposit regulations.

e) Personal Injury

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

f) Clinical Negligence

A dispute arising from alleged clinical negligence or malpractice.

What the **underwriter** will not pay for:

Any claim relating to:

- a) disputes with tenants or where **you** are the lessor.
- b) loans, mortgages, pensions, life or long term insurance products, savings or investments.
- c) **your** business activities, trade, venture for gain other than in relation to **your let property**, profession or employment.
- d) a contract involving a motor vehicle.
- e) a settlement due under an insurance policy.
- f) construction work, or designing, converting or extending any building where the contract value exceeds £6,000 including VAT.

- a) an **excess** of £250 applies where **your** dispute arises from **accidental damage**. **You** must pay when **we** accept **your** claim.

- b) any claim relating to:

- contract **you** have entered into other than a **tenancy agreement**.
- a motor vehicle.
- the compulsory purchase of, or demolition, restrictions, controls or permissions place on **your** property by any governmental, local or public authority.
- defending a dispute arising from **accidental damage** other than defending a counter claim or appeal.
- a dispute with any party other than the person(s) who caused **accidental damage**, nuisance or trespass.

Any claim relating to:

- a) a condition, illness or disease which develops gradually over time.
- b) mental injury, nervous shock, depression or psychological symptoms where **you** have not sustained physical bodily injury.
- c) defending any dispute other than an appeal.

- a) any claim relating to a contract dispute.
- b) defending any dispute other than an appeal.

What the **underwriter** will pay for:

g) Tax

A formal enquiry into **your** personal tax affairs provided that all returns are complete and have been submitted within legal timescales.

h) Legal Defence

- Work

An alleged act or omission by **you** that arises from **your** work as an employee and results in:

- i) **you** being interviewed by the police or others with the power to prosecute
- ii) a prosecution being brought against **you** in a criminal court
- iii) civil proceedings being brought against **you** under unfair discrimination laws.

- Motor

A motoring prosecution being brought against **you**.

- Landlord

A prosecution that arises from a breach or alleged breach of **your** legal obligations as the landlord of **your let property**.

- Other

A formal investigation or disciplinary hearing brought against **you** by a professional or regulatory body.

i) Loss of Earnings

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

j) Identity Theft

A dispute arising from the use of **your** personal information without **your** permission to commit fraud or other crimes provided **you** contact our identity theft advice and resolution service as soon as **you** suspect **your** identity may have been stolen.

What the **underwriter** will not pay for:

Any claim relating to:

- a) tax returns were HM Revenue & Customs impose a penalty or which contain careless or deliberate mis-statements.
- b) **your** business, venture for gain or **let property**.
- c) an investigation by the Fraud Investigation Service of HM Revenue & Customs.
- d) where the Disclosure of Tax Avoidance Scheme Regulations apply or should apply to **your** financial arrangements.
- e) any enquiry that concerns assets, monies or wealth outside of Great Britain and Northern Ireland.

Any claim relating to:

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

- a) loss of earnings in excess of £1,000.
- b) any sum which can be recovered from the court.

- a) money claimed, goods, loans, or other property or financial loss or other benefit obtained as a result of the identity theft.

What the **underwriter** will pay for:

k) Vehicle Cloning Protection

**Your** receipt of a parking summons, civil penalty notice or notice of criminal prosecution (not otherwise covered by Insured event g) above), following **your** vehicle number plate being illegally cloned; provided that **you** can provide **your** car log book, driver's licence and proof of address.

l) School Admission Appeals

An appeal to the responsible independent admissions appeal panel following refusal by the relevant admission authority to allocate a place to **your** child at **your** preferred school.

m) Crisis Communication

Following an event which causes **you** significant adverse publicity or reputational damage **we** will liaise with **you** and/or **your** solicitor (whether or not the solicitor is an **appointed advisor** under this section), or other spokesperson to:

- prepare messaging for **your** social media followers
- prepare voicemail or website script
- draft a media or other suitable statement or press release and where necessary
- arrange, support and represent **you** at a press conference

provided that **you** have sought and followed advice from **our** Crisis communication helpline.

What the **underwriter** will not pay for:

a) a complaint to the Local Government Ombudsman or Education Funding Agency following an unfavourable decision by the responsible independent admissions appeal panel.

a) professional fees and expenses in excess of £10,000.

What the **underwriter** will pay for:

n) Repossession of Let Property

Pursuit of **your** legal rights to repossess **your let property** provided **you**:

- give the tenant the correct notices for the repossession; and
- will try to get repossession under:
  - i) Schedule 2, Part 1 (grounds 1 to 8) of the Housing Act 1988 as amended by the Housing Act 1996; or
  - ii) Schedule 5, Part 1 (grounds 1 to 8) of the Housing Act (Scotland) 1988; or
  - iii) Part 1, Section 21 of the Housing Act 1988 amended by the Housing Act 1996; or
  - iv) Part 2, Section 33 of the Housing Act (Scotland) 1988.
  - v) the provisions of the Private Tenancies (Northern Ireland) Order 2006; or
  - vi) from a limited company or business partnership where **your let property** is occupied by their employees for residential use

o) Recovery of Rent Arrears

Pursuit of **your** legal rights to recover rent owed to **you** by **your** tenant under the terms of a **tenancy agreement** provided that **you** notify **us** within 30 days of first becoming aware of rent arrears.

What the **underwriter** will not pay for:

## Section 6 - Legal Expenses & Identity Theft - Exclusions

### What is not covered

The following exclusions apply to the Legal Expenses & Identity Theft section of the **policy** (in addition to the General **policy** exclusions).

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

1. **legal costs & expenses** incurred without our consent
2. any actual or alleged act or omission or dispute happening before or existing at the start of cover under this section which **you** believed or ought reasonably to have believed could lead to a claim under this section
3. an amount below £100
4. an allegation against **you** involving:
  - a) assault, violence or dishonesty, malicious falsehood or defamation
  - b) the manufacture, cultivation, dealing in or use of illegal drugs, the illegal use of or dealing in alcohol or illegal immigration offences (except in relation to Insured event covered k) vehicle cloning protection in respect of which an allegation of dishonesty is covered; and Insured event m) Crisis communication in respect of which any such allegations are covered)
  - c) offences under Part 7 of the Proceeds of Crime Act 2002 (money laundering offences)
5. defending a claim in respect of damages for:
  - a) personal injury
  - b) **accidental damage** or loss to property which **you** own
6. a dispute between **your** family members
7. a deliberate or reckless act by **you**
8. a dispute arising from or relating to clinical negligence except as provided for in Insured event covered f)
9. a disagreement with a tenant of **your let property** during the first 90 days of the start of cover under this section where the **tenancy agreement** commenced before the start of this section unless **you** were insured for equivalent cover immediately prior to the start of this section
10. registering, assessing, or reviewing rent, rent control, the property chamber of the first tier tribunal
11. **let property** which has or should have been registered as a House of Multiple Occupation
12. judicial review
13. a group litigation order
14. the payment of fines, penalties or compensation awarded against **you**
15. a **dispute** with **us** not dealt with under condition 6 of this section or the **underwriter** or the company that sold this **policy**.

### Special conditions

The following conditions apply to the Legal Expenses & Identity Theft section of the **policy** (in addition to General and Claims Conditions of this **policy**)

1. **Your responsibilities**  
**You** must:
  - a) tell **us** immediately of anything that may make it more difficult or costly for the **appointed advisor** to resolve the claim in **your** favour
  - b) cooperate fully with **us**, give the **appointed advisor** any instructions **we** require, and keep them updated with the progress of the claim and not hinder them
  - c) take reasonable steps to claim back **legal costs & expenses** and where recovered pay them to the **underwriter**
  - d) keep **legal costs & expenses** as low as possible.

2. **Freedom to choose an appointed advisor**

- a) in certain circumstances as set out in 2.b) below **you** may choose an **appointed advisor**. In all other cases no such right exists and **we** shall choose the **appointed advisor**.
- b) **you** may choose the **appointed advisor** if:
  - **we** agree to start proceedings or proceedings are issued against **you**, or
  - if there is a conflict of interest, except where **your** claim is to be dealt with by the **small claims court** where **we** shall choose the **appointed advisor**.
- c) where **you** wish to exercise **your** right to choose **you** must write to **us** with **your** preferred representative's contact details.
- d) if **you** dismiss the **appointed advisor** without good reason, or withdraw from the claim without our written agreement, or if the **appointed advisor** refuses with good reason to continue acting for **you**, cover will end immediately.
- e) in respect of a claim under Insured events covered a) Employment, c) Contract, e) Personal injury and f) Clinical negligence **you** must enter into a **conditional fee agreement** unless the **appointed advisor** enters into a **conditional fee agreement** with **us**, where legally permitted.

3. **Consent**

**You** must agree to **us** having sight of the **appointed advisor's** file relating to **your** claim. **You** are considered to have provided consent to **us** or **our** appointed agent to have sight of their file for auditing and quality control purposes.

4. **Settlement**

- a) the **underwriter** has the right to settle **your** claim by paying its reasonable value.
- b) the **underwriter** has the right to recover employment tribunal and employment appeal tribunal fees from a settlement agreed between **you** and **your** employer or ex-employer under Insured event covered a) Employment.
- c) **you** must not negotiate, settle the claim or agree to pay **legal costs & expenses** without our written agreement.
- d) if **you** refuse to settle the claim following advice to do so from the **appointed advisor**, the **underwriter** reserves the right to refuse to pay further **legal costs & expenses**.
- e) **you** must settle **communication costs** when **you** use the Identity Theft Resolution service in the first instance and make a receipted claim to **us** for reimbursement.

5. **Barrister's opinion**

**We** may require **you** to obtain and pay for an opinion from a barrister if a dispute arises regarding the value or merits of **your** claim. If the opinion supports **you**, the **underwriter** will reimburse the reasonable costs of that opinion. If that opinion conflicts with advice obtained by **us**, then the **underwriter** will pay for a final opinion which shall be binding on **you** and **us**. This does not affect **your** right under Special condition 6. below.

6. **Disputes**

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

7. **Other insurance**

The **underwriter** will not pay more than their fair share (rateable proportion) for any claim covered by another policy or any claim that would have been covered by another policy if this section did not exist.

8. **Acts of Parliament**

All legal documents and rules referred to within this section shall include equivalent legislation in Scotland, Northern Ireland, the Isle of Man, the Channel Islands and any subsequent amending or replacement legislation.

## Section 7 - Home Emergency

**Your schedule** of insurance will show if this section is operative.

This section is administered by ARAG plc under a binding authority agreement with the **Underwriter** as shown on **your schedule**. ARAG plc is authorised and regulated by the Financial Conduct Authority firm registration number 452369.

### How to make a claim under Section 7

What to do if **you** have a **home emergency**

1. telephone 0333 000 7814 (lines are open 24 hours a day, 365 days a year) as soon as possible providing **us** with **your** name, address and the nature of the problem.
2. **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 by this section **we** will instruct a member of our emergency contractor network. Poor weather conditions or remote locations may affect normal standards of service.
3. if **you** are claiming for alternative accommodation costs **you** must obtain our 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.
4. it is important **you** notify **us** as soon as possible of any claim, and do not call out **your** own contractors as the **underwriter** will not pay their costs.
5. **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.
6. **your** call will be recorded for training and security purposes and will be answered as soon as possible.

### Customer complaints procedure for Section 7

**We** are committed to providing a first class service at all times. However, if a complaint arises please contact **us** using the number **you** rang to report **your** claim. If in the course of those discussions it becomes clear that the matter has not been resolved to **your** satisfaction, details of **your** complaint will be passed to our Customer Relations Department. Where **we** will arrange to have it reviewed at the appropriate level. **We** will also contact **you** to let **you** know **we** are reviewing **your** complaint. Alternatively **you** can contact our Customer Relations Department directly. **We** can be reached by:

- telephone: 0117 917 1561 (hours of operation are 9am - 5pm, Mondays to Fridays excluding bank holidays. (For our mutual protection and training purposes calls are recorded)
- e-mail: [customerrelations@arag.co.uk](mailto:customerrelations@arag.co.uk) or
- write to: ARAG plc 9 Whiteladies Road, Clifton, Bristol BS8 1NN.

Should **you** remain dissatisfied **you** can pursue **your** complaint further with Lloyd's. They can be reached by:

- telephone: 0207 327 5693, Fax 0207 327 5225
- e-mail: [complaints@lloyds.com](mailto:complaints@lloyds.com), website [www.lloyds.com/complaints](http://www.lloyds.com/complaints) or
- write to: Lloyd's, One Lime Street, London EC3M 7HA.

If Lloyd's is not able to resolve the dispute to **your** satisfaction then **you** can refer it to the Financial Ombudsman Service. Please see the customer complaints procedure shown in **your schedule** for details of the Financial Ombudsman Service.

In addition to the **policy** definitions shown on pages 7 to 11 the words shown as definitions below apply specifically to to this section.

### Central heating boiler

A boiler:

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

### Contractor

The contractor or trades person chosen by **us** to respond to **your home emergency**.

### Emergency costs

- a) the **contractor's** call out charge and labour.
- b) replacement parts and repair materials.
- c) alternative accommodation costs incurred under Insured event covered 9.

### Home emergency

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

- a) prevent damage or avoid further damage to **your home** and/or
- b) render the **home** safe or secure, and/or
- c) restore the main services to the **home**, and/or
- d) alleviate any health risk to **you**.

### Vermin

Black or brown rats, house or field mice and wasps' or hornets' nests.

### We/us our

ARAG plc (registered in England under number 02585818).

Registered address: 9 Whiteladies Road, Clifton, Bristol BS8 1NN, (or appointed agents on its behalf).

## 1. What is covered

Following an Insured event covered that results in a **home emergency** the **underwriter** will pay **emergency costs** provided that:

- a) the claim is reported to **us**:
  - during the **period of insurance**
  - immediately after **you** first become aware of a **home emergency**.
- b) **you** always agree to use the **contractor** chosen by **us**.

## 2. How much the underwriter will pay

The **underwriter** will pay **emergency costs** up to £1,000 for all claims related by time or original cause.

## 3. Insured events covered

What the **underwriter** will pay for:

### 1. 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**).

### 2. Plumbing & Drainage

**Accidental damage** to or blockage or breakage or flooding of the drains or plumbing system including water storage tanks, taps and pipework located within **your home**.

### 3. Roofing

Damage to the roof of **your home** where there is ingress of water from an external source.

### 4. Home Security

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

### 5. Toilet Unit

Breakage or mechanical failure of a toilet bowl or cistern resulting in loss of function.

### 6. Domestic Power Supply

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

### 7. Lost Keys

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

### 8. Vermin Infestation

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

### 9. Alternative Accommodation Costs

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

What the **underwriter** will not pay for:

Any claim relating to:

- a) a **central heating boiler** which is more than 15 years old.
- b) LPG fuelled, oil fired, warm air or solar heating systems.
- c) boilers with an output over 60Kw/hr.

Blockage of supply or waste pipes due to freezing weather conditions.

- a) the interruption, failure, disconnection of the mains electricity, mains gas or mains water supply.

## What is not covered

The following exclusions apply to the Home Emergency section of the **policy** (in addition to the General **policy** exclusions).

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

1. **emergency costs** that have been incurred before **we** accept a claim
2. a call out for a **home emergency** which happens in the first 48 hours of cover if **you** purchase this section of cover at a different time from other sections of this **policy**
3. **emergency costs** when there is no-one at **home** when the **contractor** arrives
4. 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
5. the cost of making permanent repairs including any redecoration or making good the fabrics of **your home**:
  - a) once the emergency situation has been resolved
  - b) 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**
6. garages, outbuildings, boundary walls, fences, cesspits, fuel tanks or septic tanks
7. **your home** being left **unoccupied**
8. goods or materials covered by a manufacturer's installer's or supplier's warranty
9. 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 unfit for use
10. a claim covered by another policy or that would have been covered by another policy if this section did not exist.
11. **subsidence, landslip or heave**
12. a property that is not **your** main residence or that **you** rent or let.

## Special conditions

The following conditions apply to the Home Emergency section of the **policy** (in addition to General and Claims Conditions of this **policy**).

### 1. **Your** responsibilities

**You** must:

- a) not do anything that hinders **us** or the **contractor**
- b) tell **us** immediately after first becoming aware of any **home emergency**
- c) tell **us** immediately of anything that may alter our assessment of the claim
- d) provide **us** with everything **we** need to help **us** handle the claim
- e) take reasonable steps to recover **emergency costs** that the **underwriter** pays and pay to the **underwriter** all costs that are recovered should these be paid to **you**
- f) be able to prove that the **central heating boiler** has been serviced within twelve months prior to a **home emergency** claim.

### 2. **Consent**

**You** must not incur or settle **emergency costs** that **you** wish to claim for under this section without **our consent**. The **underwriter** shall have no liability for costs incurred without **our** consent.

### 3. **Disputes**

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

## Section 8 – Travel: Important Information

Your schedule of insurance will show if this section is operative.

### Activity and sports List

Cover is available for the activities and sports listed below. This list is not exhaustive. If **you** intend to participate in any activity not noted below please contact **us** to request cover.

|   |   |
|---|---|
| Abseiling   | Land sailing  |
| Angling   | Laser games   |
| Archery   | Mountain biking (no racing)                           |
| Assault course  | Netball   |
| Badminton   | Organised safari (without guns)                       |
| Banana boating  | Orienteering  |
| Baseball  | Paint balling   |
| Basketball  | Pony trekking   |
| Beach games   | Quad biking (no racing)                               |
| Bowling   | Racket ball   |
| Bungee jumping  | Rambling  |
| Canoeing  | Roller skating (including blading)                    |
| Clay pigeon shooting  | Rounders  |
| Cricket   | Rowing  |
| Curling   | Running (non-competitive)                             |
| Cycling (except BMX and/or mountain biking)                 | Sailing (with qualified crew, within coastal waters)  |
| Deep sea fishing  | Scuba diving (to 30 metres and accompanied)           |
| Dinghy sailing  | Shooting (subject to being an organised shoot)        |
| Fell walking  | Sledging  |
| Fishing   | Snorkelling   |
| Football (amateur)  | Softball  |
| Game hunting  | Squash  |
| Go karting  | Surfing   |
| Golf  | Swimming  |
| Handball  | Table tennis  |
| Hiking  | Ten pin bowling                                       |
| Horse riding (excluding racing, jumping, polo and eventing) | Tennis  |
| Hot air ballooning (as a passenger)                         | Trekking (no guides or ropes)                         |
| Hovercraft  | Tug of war  |
| Ice skating   | Volleyball  |
| Indoor climbing   | Walking   |
| Jet boating   | Water polo  |
| Jet skiing (no racing)                                      | Water-skiing  |
| Karting   | Whale watching  |
| Kayaking (up to grade 2 only)                               | White water rafting (up to grade 4 only)              |
| Kite surfing  | Wind surfing  |
|   | Yachting (with qualified crew, within coastal waters) |

## Travel: Definitions

### Reciprocal health agreement

#### EU, EEA or Switzerland

If **you** are travelling to countries within the European Union (EU), the European Economic Area (EEA) or Switzerland **you** are strongly advised to obtain a European Health Insurance Card (EHIC). If **you** do not already have one you can apply by a postal application from your local Post Office or online through <https://www.gov.uk/european-health-insurance-card>. This will entitle **you** to benefits from the reciprocal health care arrangements which exist between countries within the EU/EEA or Switzerland.

If **we** agree to pay for a medical expense which has been reduced because you have used either a European Health Insurance Card or private health insurance, **we** will not deduct the **excess** under Table of Benefits Section B.

#### Australia

If **you** need medical treatment in Australia you must enrol with a local MEDICARE office. **You** do not need to enrol when **you** arrive, but **you** must do this after the first occasion **you** receive treatment.

In-patient and out-patient treatment at a public hospital will then be available free of charge.

Details of how to enrol and the free treatment available can be found in the Health advice for Travellers booklet available from your local Post Office or by visiting either [www.dh.gov.uk/travellers](http://www.dh.gov.uk/travellers) or the MEDICARE website on [www.hic.gov.au](http://www.hic.gov.au).

If you are admitted to hospital **you** must contact our Medical Assistance company as soon as possible and get their authorisation in respect of any treatment NOT available under MEDICARE.

### Additional Definitions applying to this section

In addition to the general definitions the following definitions apply to Section 8 of the **policy**. Each time one of the words below is used it will have the same meaning wherever it appears in Section 8 or the **schedule**. To help identify these words they will appear in **bold** in the **policy** wording.

#### Business colleague

Any person employed by the same company as **you**, whose absence from business for one or more complete days at the same time as **you** prevents the effective continuation of that business and necessitates the cancellation or curtailment of **your trip**.

#### Complications of pregnancy and childbirth

Complications in pregnancy as diagnosed by a doctor or specialist in obstetric (provided that if **you** are travelling between twenty eight (28) and thirty five (35) weeks pregnant **you** obtained written confirmation from a registered medical practitioner of **your** fitness to travel no earlier than five (5) days prior to the commencement of **your trip**) during the **trip**.

#### Injury

A bodily **injury** resulting from an accident caused by violent, external and visible means and occurring solely and directly and independently of any other cause which occurs at an identifiable time and place within twelve (12) calendar months of the date of the accident.

#### Permanent total disablement

Total disablement which has lasted for twelve (12) consecutive calendar months and entirely prevents **you** from engaging in any occupation (for which **you** are suited by education, training or experience) for the remainder of **your** life.

#### Radiation

The emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement, or death, amongst people or animals.

## Relative

**Your** parents, brother, sister, son, daughter, adopted or fostered children, grandparent, grandchild, step parent, step child, step brother or step sister.

## Trip

A holiday or a business **trip** (non-manual tasks only) which commences and ends in the **United Kingdom**, including travel in the **United Kingdom** if **you** stay for at least two (2) nights in pre-booked paid accommodation.

Cover under Table of Benefits Section A commences at the time **you** book the **trip** during the **period of insurance**.

Cover commences during the **period of insurance** when **you** leave **your home** or place of work whichever occurs last and ends when **you** return to **your home** or place of work or the date shown on the **schedule** whichever occurs first.

## Utilisation of biological weapons of mass destruction

The emission, discharge, dispersal, release or escape of any pathogenic (disease producing) micro-organism(s) and/or biologically produced toxin(s) (including genetically modified organisms and chemically synthesised toxins) which are capable of causing incapacitating disablement or death amongst people or animals.

## Utilisation of chemical weapons of mass destruction

The emission, discharge, dispersal, release or escape of any solid, liquid or gaseous chemical compound which, when suitably distributed, is capable of causing incapacitating disablement or death amongst people or animals.

## Utilisation of nuclear weapons of mass destruction

The use of any explosive nuclear weapon or device or the emission, discharge, dispersal, release or escape of fissile material emitting a level of radioactivity capable of causing incapacitating disablement or death amongst people or animals.

## War

Any activity arising out of or attempt to participate in the use of military force between nations and will include:

- hostilities or warlike operations (whether **war** be declared or not)
- invasion, civil **war**, rebellion, insurrection, revolution
- act of an enemy foreign to **your** nationality, or the country in, or over, which the act occurs
- civil commotion assuming the proportions of, or amounting to, an uprising
- overthrow of the legally constituted government
- military or usurped power
- explosions of **war** weapons
- **act of terrorism**
- **utilisation of nuclear, chemical or biological weapons of mass destruction** however these may be distributed or combined
- murder or assault subsequently proved beyond reasonable doubt to have been the act of agents of a state foreign to **your** nationality whether **war** be declared with that state or not.

## Winter sports

Skiing; snowboarding; off-piste skiing and snowboarding except in areas considered to be unsafe by resort management unless with a qualified guide; cross-country skiing; mono-skiing; blading; langlauf; ski boarding; tobogganing and glacier walking or trekking up to 4,000 metres.

## Travel: General Conditions

### 1) Travel period

Cover in respect of each **trip** shall commence when **you** leave **your home** or place of work whichever occurs last and ends at the time **you** return to **your home** or place of work whichever occurs first.

### 2) Access to additional materials

**You** shall provide **us**, or **our** designated representatives, all information, documentations, medical information that **we** may reasonably require at all reasonable times during the term of Section 8, or until resolution of all **claims**, whichever is later.

### 3) Right to medical records and medical examination

Following notice of a claim, **you** shall provide, when requested by **us**, all authorisations necessary to obtain **your** medical records. **We** have the right to have **you** examined by a physician or vocational expert of **our** choice, and at **our** expense, when and as often as **we** may reasonably request.

### 4) Limitation

In no case shall **our** liability in respect of **you** exceed the largest **sum insured** stated under the relevant section within Section 8.

### 5) Health declaration

If **you** are over the age of seventy (70) years **you** must complete a Health Questionnaire form for each **period of insurance** so **we** may consider whether any medical terms are to apply.

## Travel: Exclusions

The following section specific exclusions apply in addition to the General Exclusions.

### What is not covered

- 1) **War.**
- 2) The use, release or escape of nuclear materials that directly or indirectly results in nuclear reaction or **radiation** or radioactive contamination; or
  - a) the dispersal or application of pathogenic or poisonous biological or chemical materials;
  - b) the release of pathogenic or poisonous biological or chemical materials.
- 3) Motor cycling (other than mopeds or motor scooters under 125cc); mountaineering or rock climbing normally requiring the use of ropes or guides; driving a mechanically propelled vehicle in any kind of race; competition in events on snow or ice; freestyle skiing; ski jumping; heli-skiing; ice hockey; the use of bob sleighs and skeletons.
- 4) **You** or any person on whose health the **trip** may depend whose condition may give rise to a claim, if:
  - a) during the two (2) years prior to the commencement of cover under this section **you** or any person on whose health the **trip** may depend has been referred for any treatment, surgery, investigations or follow-ups at any hospital, surgery or clinic for any of the following medical conditions:
    - i. asthma requiring inpatient treatment, bronchitis, any other lung or respiratory condition, cancer, any growth or form of malignancy, diabetes mellitus, epilepsy or fits, any kidney or bladder disorder, any mental or psychological condition; or
    - ii. any other medical condition that is ongoing or from which **you** or the person on whose health the **trip** may depend has suffered symptoms requiring inpatient treatment during the two (2) years prior to the commencement of cover under this **policy** and/or any **trip**.
  - b) **you** or any person on whose health the **trip** may depend has ever had cardiovascular problems, or other heart conditions, hypertension or any cerebrovascular problems that have occurred at anytime prior to the commencement of cover under this **policy** and/or prior to any **trip**.
  - c) **you** or any person on whose health the **trip** may depend has been diagnosed with a terminal condition (including a person travelling with **you** or a **relative**).
- 5) **You** travelling against medical advice.
- 6) **You** travelling for the purpose of receiving medical treatment.
- 7) **You** being aware of any medical condition which could reasonably be expected to lead to a claim at the time of booking a trip.
- 8) Flying, except as a passenger in an aircraft licensed to carry passengers.
- 9) Professional entertaining.
- 10) Travelling to a country where the Foreign and Commonwealth Office have advised against all but essential travel.
- 11) **You** being under the influence of, or being affected by alcohol or drugs (unless such drug has been prescribed by a qualified medical practitioner but not for the treatment of drug addiction).
- 12) **You** attempting to commit or committing intentional self-**injury** or suicide.
- 13) The tour operator, airline or any other company, firm or person becoming insolvent, or being unable or unwilling to fulfil any part of their obligation to **you**.
- 14) **You** taking part in manual labour or in any sport or activity not shown in the Important information – Activity Sports List.
- 15) Any criminal or illegal act by **you**.

- 16) **Your** operational duties as a member of the armed forces.
- 17) **Your** participating in professional sports.
- 18) Human Immunodeficiency Virus (HIV) and/or Acquired Immune Deficiency Syndrome (AIDS) and/or any HIV or AIDS related illness.
- 19) **Your** deliberate exposure to exceptional danger (other than in an attempt to save human life).
- 20) **You** after the expiry of the **period of insurance** during which **you** reach age seventy five (75) years.
- 21) Trips in USA longer than 89 days.
- 22) Any national or citizen of the United States of America or any insured person who is domiciled in the USA for any **trip** to or within the USA.

## Travel: Table of Benefits

| <b>Section A – Cancellation and disruption</b>                    | <b>Sum insured</b>   | <b>Excess</b> |
|---|--|---------------|
| 1.1 Cancellation, curtailment and 'get you there expenses'        | £10,000  | £100          |
| 1.2 Additional travel and accommodation expenses                  | £2,500   | £100          |
| 2. Missed departure   | £750   | £100          |
| 3. Travel delay benefit   | £50 for the first 12 hour period, £25 for any subsequent period to a maximum of £200 | £25           |
| 4. Alteration of itinerary  | £3,000   | £100          |
| <b>Section B – Medical, repatriation and other expenses</b>       | <b>Sum insured</b>   | <b>Excess</b> |
| 1. Medical and repatriation expenses                              | £5,000,000   | £100          |
| 2. Emergency return to the <b>United Kingdom</b>                  | £5,000,000   | £100          |
| 3. Hospital inconvenience benefit                                 | £50 for each completed 24 hour period up to a maximum of £1,000                      | £25           |
| 4. Funeral expenses   | £10,000  | £100          |
| <b>Section C – Personal Accident</b>                              | <b>Sum insured</b>   | <b>Excess</b> |
| 1. Accidental Death   | £50,000  | Nil           |
| 2. Loss of one limb or one eye                                    | £50,000  | Nil           |
| 3. Loss of two limbs or both eyes or loss of one limb and one eye | £50,000  | Nil           |
| 4. Permanent total disablement                                    | £50,000  | Nil           |
| <b>Section D – Delayed baggage and travel documents</b>           | <b>Sum insured</b>   | <b>Excess</b> |
| 1. Delayed baggage  | £200   | £25           |
| 2. Travel documents   | £500   | £100          |
| <b>Section E – Hijack and kidnap</b>                              | <b>Sum insured</b>   | <b>Excess</b> |
| 1. Hijack and kidnap  | £1000 for each complete 24 hour period up to a maximum of £3,000                     | Nil           |
| <b>Section F – Winter Sports</b>                                  | <b>Sum insured</b>   | <b>Excess</b> |
| 1. Equipment hire   | £25 per day up to a maximum of £250  | Nil           |
| 2. Ski equipment  | £500   | £100          |
| 3. Lift pass  | £300   | £25           |
| 4. Piste closure  | £50 per day up to a maximum of £300  | Nil           |
| 5. Avalanche cover  | £250   | £50           |

## Travel: Section A – Cancellation and Disruption

### What is covered

#### 1) Cancellation, curtailment and 'get-you-there' expenses

We will pay **you** the following expenses incurred as the result of any of the specified occurrences in paragraphs a) to e) below:

- up to the **sum insured** shown in the Table of Benefits Section A, I.1 in respect of irrecoverable loss of unused travel and accommodation expenses paid in advance or for which there is a contractual liability consequent upon the cancellation or curtailment of the pre-arranged **trip** or, if the **trip** is not cancelled.
- up to the **sum insured** shown in the Table of Benefits Section A, I.2 in respect of reasonable additional travel and accommodation expenses incurred in fulfilling the pre-booked travel and accommodation commitments, including the use of equivalent local accommodation if rendered necessary by an occurrence covered under paragraph e).

#### Specified occurrences:

- a) **you** sustaining an **injury** or becoming ill.
- b) the death, **injury** or illness of **your relative**, fiancé(e) or **business colleague** or of any person with whom **you** had arranged to travel, reside or conduct business or the immediate **relative**, fiancé(e) or **business colleague** of such person.
- c) **you** or any person with whom **you** had arranged to travel, reside or conduct business being:
  - i. quarantined or called for witness or jury service;
  - ii. made redundant, provided that such redundancy qualifies for payment under the **United Kingdom's** Redundancy Payments Acts;
  - iii. called for emergency duty as a member of the armed forces, the defence or civil administration, the police force, or the fire, rescue, public utility or medical services;
  - iv. required to be present at **your home** or place of business in the **United Kingdom** following a burglary or major damage caused by storm, flood or fire.
- d) the cancellation or delayed departure for twenty four (24) hours or more of an aircraft, sea vessel or other publicly licensed form of passenger transport in which **you** had previously booked to travel, resulting from any of the following contingencies: strike, industrial action, fire, flood, earthquake, landslide, avalanche, volcanic eruption, adverse weather conditions and accident or mechanical breakdown provided always that such contingency had not occurred, commenced or been announced before the booking was made in respect of the flight voyage or journey thus affected.
- e) major damage caused by storm, flood or fire rendering uninhabitable the accommodation in which **you** had previously booked to reside during the **trip**, excluding any waterborne vessel or craft.

#### 2) Missed departure and transport diversion

We will pay **you** up to the **sum insured** shown in the Table of Benefits Section A, 2 in respect of reasonable additional travel and accommodation expenses incurred by **you** in fulfilling **your** pre-booked travel and accommodation commitments:

- a) if at the commencement of the **trip** **you** miss **your** pre-booked international travel connection from the **United Kingdom** through disruption of **your** journey to the **United Kingdom** departure point occurring as the direct result of:
  - i. a fellow passenger or a crew member of the conveyance in which **you** are travelling sustains an **injury** or becomes ill after such journey has commenced; or
  - ii. any of the contingencies specified in subsection 1) d), provided always that such contingency had not occurred, commenced or been announced before the international travel booking was made if the **United Kingdom** journey is by scheduled public transport services, or before the **United Kingdom** journey commenced if such journey is by non-scheduled transport.

- b) if at any time during the **trip** an aircraft, sea vessel or other publicly licensed passenger conveyance in which **you** are travelling has to be diverted from its pre-arranged destination as the result of:
  - i. a fellow passenger or a crew member sustaining an **injury** or becomes ill; or
  - ii. any of the contingencies specified in subsection 1) d), provided always that such contingency has not occurred, commenced or been announced before the booking was made in respect of the flight, voyage or journey thus affected.

### 3) Travel delay inconvenience benefit

If **you** are delayed because of the late departure of an aircraft, sea vessel or other publicly licensed form of passenger transport in which **you** had previously booked to travel as a result of any of the contingencies specified in subsection 1) d), provided always that such contingency had not occurred, commenced or been announced before the booking was made in respect of the flight, voyage or journey thus affected, **we** will pay **you**:

- on the outward journey at commencement of the **trip** £50 for the first completed twelve (12) hour period that transport is delayed and £25 for each subsequent completed twelve (12) hour period, up to a maximum of £200 in all. And again for all subsequent journeys during the **trip**.

### 4) Alteration of itinerary

**We** will pay **you** up to the **sum insured** shown in the Table of Benefits Section A, 4 for reasonable additional travel and accommodation expenses necessarily incurred by **you** in the alteration of the arrangements of the **trip** consequent upon **you** being the victim of a hi-jack, kidnap, terrorist or criminal act, or upon the cancellation of publicly licensed passenger transport services caused by any of the contingencies specified in subsection 1) d), provided that these occur or commenced during the **trip**.

### What is not covered

- 1) the **excess** amount shown in the Table of Benefits.
- 2) under subsections 1) d), 2) and 3) for claims arising out of any contingency that had occurred, commenced or been announced before the **policy** was effected, or the **trip** booked.
- 3) claims for cancelling or curtailing **your trip** due to any medical condition or set of circumstances known to **you** at the time that the insurance was effected or at the time that the **trip** was booked, whichever is the later, where such condition or circumstances could reasonably have been expected to give rise to cancellation or curtailment of the **trip**.
- 4) claims for **you** not wanting to travel.
- 5) losses outside the extent of the contractual liability.

**Conditions and Limitations - We** shall only be liable:

- 1) to the extent of the contractual liability
- 2) for claims arising from delayed departure under subsection 1) d) and 3) if **you** have obtained written confirmation from the Carriers or their Agents stating the actual date and time of departure and the reason for the delay. For the purposes of claims payment under these subsections the period of delay shall be taken as commencing at the departure time of the conveyance as specified in the booking confirmation supplied to **you**
- 3) under subsection 2) a) if in the selection of the route, means of travel and time of departure **you** have done all things reasonable and practicable to minimise the possibility of late arrival at the **United Kingdom** departure point
- 4) for claims under subsection 2) a) attributable to mechanical breakdown of non-scheduled transport if **you** have obtained a garage or motoring organisation report confirming the date, cause and time of such breakdown
- 5) for claims arising from stolen passports.

## Travel: Section B – Medical, Repatriation and Other Expenses

### What is covered

We will pay up to the **sum insured** shown in the Table of Benefits in respect of:

#### 1. Medical and repatriation expenses (B, 1)

The following expenses necessarily incurred outside the **United Kingdom** or within the Channel Islands as the result of **you** sustaining an **injury** or becoming ill during the **trip**:

- a) **your** medical, hospital and treatment expenses (including additional travel and accommodation expenses)
- b) **your** additional repatriation expenses; including compulsory quarantine
- c) emergency dental treatment for the immediate relief of pain
- d) accompanying medical attendants if agreed by prior consultation between **your** attending physicians and **us** or **our** appointed advisors
- e) reasonable travel and accommodation expenses of a relative or friend (not necessarily an insured who on medical advice is required to travel to, remain with or escort **you**).

#### 2. Emergency return to the United Kingdom (B, 2)

We will pay additional travel and accommodation expenses incurred by **you** following:

- a) the death or serious illness or serious injury of **your** relative, fiancé(e) or business colleague necessitating **your** presence in the **United Kingdom**
- b) burglary or major damage at **your home** or place of business in the **United Kingdom**.
- c) the death or serious illness or serious **injury** of an accompanying insured, or the repatriation of such person as provided for in paragraphs 2) a) and 2) b) above.

#### 3. Hospital inconvenience benefit (B, 3)

We will pay £50 for each completed twenty four (24) hour period that **you** spend as a hospital in-patient outside the **United Kingdom** as the result of **you** sustaining an **injury** or becoming ill during the **trip**, up to a maximum of £1,000.

#### 4. Funeral expenses (B, 4)

The cost of transporting **your** remains or ashes to **your** former place of residence in the **United Kingdom** if **you** die during the **trip**, and/or the cost of burial or cremation if this takes place in the country abroad where the death occurred to a maximum of £10,000.

### What is not covered

- 1) the **excess** amount shown in the Table of Benefits.
- 2) the cost of any medication, consultation or treatment the need for which could reasonably have been foreseen by **you** at the time that the **trip** commenced, nor for any travel, accommodation or other expense incurred in connection therewith.
- 3) normal pregnancy without any accompanying **injury**, illness or disease.
- 4) any expense incurred after **you** have returned to the **United Kingdom** or incurred after a period of twelve (12) calendar months has elapsed following the date on which the insured **injury**, illness or contingency first occurred or commenced during the **trip** whichever shall occur the sooner.
- 5) any claim that comes from pregnancy or childbirth, unless a medical practitioner confirms that the claim comes from **complications of pregnancy or childbirth**.
- 6) any **medical expenses** for more than twelve (12) months after incurring the first expense.

## Travel: Section C – Personal Accident

### What is covered

We will pay **you** the **sum insured** shown in the Table of Benefits Section C, 1-4 if at any time during the **trip** **you** sustain an **injury** as a result of an accident which results in **your** death or disablement:

- for **insureds** under sixteen (16) years of age at the date of the accident the Death Benefit is limited to £5,000 and all other benefits are reduced by 50%, or
- for **insureds** over the age of sixty five (65) years of age at the date of the incident accidental **permanent total disablement** is deleted.

### Exposure

Accidental death or **permanent total disablement** solely as a result of unavoidable exposure to severe weather conditions shall be deemed to be an **injury**.

### Disappearance

If **you** disappear during the **trip** and if, after a reasonable period of time has elapsed and all available evidence examined, there is reason to presume that **your** death has occurred in accordance with the terms, provisions and conditions of Table of Benefits Section C, the accidental death benefit shall become payable. If at any time after such payment **you** are found to be living, the benefit sum paid shall be refunded to **us**.

### Conditions and Limitations

- 1) in no case shall **our** liability in respect of **you** exceed in total the largest **sum insured** applicable under any one of the items comprising the Table of Benefits.
- 2) no claim shall be payable under more than one item in the Table of Benefits in respect of the same **injury**.
- 3) in the event that an **injury** results in **your** death within thirteen (13) weeks of the date of an **injury** and prior to the settlement of a claim for disablement under items 2, 3 or 4 of the Table of Benefits Section C, the accidental death benefit shall be payable.
- 4) in the event of a claim **our** appointed medical advisor(s) shall be allowed to examine **you** as often as may be deemed necessary.
- 5) for the purpose of Table of Benefits Section C:
  - a) **loss of a limb(s)** shall mean the permanent and complete loss of or loss of use of a limb or limbs at or above the ankle or wrist
  - b) **loss of an eye(s)** shall mean permanent and total loss of sight without hope of improvement:
    - in both eyes, if **your** name is added to the Register of Blind Persons on the authority of a registered qualified ophthalmic specialist; or
    - in one eye, if the degree of sight remaining after correction is 3/60 or less on the Snellen Scale.

## Travel: Section D – Delayed Baggage and Travel Documents

### What is covered

#### 1) Delayed baggage (D,1)

We will pay up to the **sum insured** shown in the Table of Benefits Section D, 1 in respect of the cost of immediate necessities purchased or hired by **you** if on arrival at **your** outward destination **you** are deprived of **your** travel baggage for more than twelve (12) hours because of temporary loss or mis-direction by the Carriers.

#### 2) Travel documents (D,2)

Loss of passports, driving licences, green card, petrol coupons, travel tickets and ski passes occurring during the **trip**, including expenses directly consequent upon such loss.

Cover in respect of travel documents shall commence at the time of their collection or receipt by **you** or seventy two (72) hours prior to planned commencement of the **trip**, whichever is the later.

### What is not covered

- 1) the **excess** amount shown in the Table of Benefits.
- 2) any loss not reported to the police within forty eight (48) hours of discovery.
- 3) confiscation or detention by Customs or other Authority.

## Travel: Section E – Hi-Jack and Kidnap

### What is covered

To pay the **sum insured** shown in the Table of Benefits Section E for each complete day that **you** are detained as the result of a hi-jack or kidnapping occurring during the **trip**.

## Travel: Section F – Winter Sports

### What is covered

#### 1) Equipment hire

We will pay the **sum insured** shown in the Table of Benefits Section F, 1 for the hiring of replacement equipment if **your** skis, poles, snowboards, boots or bindings are lost or delayed for more than twelve (12) hours during **your** outward or onward **trip**.

#### 2) Ski equipment

We will pay up to the **sum insured** shown in the Table of Benefits Section F, 2 for theft or **accidental damage** to **your** specialist ski equipment which **you** have taken on the **trip**.

#### 3) Lift pass

We will pay up to the **sum insured** shown in the Table of Benefits Section F, 3 for the loss or theft of any unexpired period of **your** lift pass (based on a pro-rata calculation on the original value of the lift pass).

#### 4) Piste closure

If all lifts in **your** pre-booked ski resort are closed due to a lack of snow which means **you** have to travel to an alternative resort for skiing, we will pay up to the **sum insured** shown in the Table of Benefits Section F, 4 for one of the following:

- travel costs to the nearest available ski resort; or
- if **you** are unable to ski at a different resort the extra cost of acquiring a new or extended ski pass.

#### 5) Avalanche cover

We will pay up to the **sum insured** shown in the Table of Benefits Section F, 5 for necessary and reasonable extra travelling and accommodation expenses if **your** arrival or departure from **your** pre-booked ski resort is delayed by more than twelve (12) hours due to an avalanche.

## What is not covered

### 1) Equipment hire

- any claim not supported by a written report from the carrier responsible for the delay or damage to **your** skis or ski boots
- any claim resulting from theft

### 2) Ski equipment which you have taken on the trip or hired on your trip

- the **excess** amount shown in the Table of Benefits
- more than £500 for any single article or pair
- theft from a public place or where the equipment is left unattended when not in a locked and secure location
- any **accidental damage** whilst **your** equipment is in use

### 3) Lift pass

- the **excess** amount shown in the Table of Benefits

### 4) Piste closure

- any claim not supported by a written statement from the management of the resort confirming the reason for the piste closure and the duration of the piste closure;
- any costs incurred at ski resorts less than 1,000 metres above sea level
- any claim where the piste closure was public knowledge prior to the **trip**

### 5) Avalanche cover

- the **excess** amount shown in the Table of Benefits
- any costs incurred at ski resorts less than 1,000 metres above sea level

## Section 9 – Cyber

### Definitions

In addition to the general definitions the following definitions apply to Section 9 of the **policy** only. Each time one of the words below is used it will have the same meaning wherever it appears in Section 9 or the **schedule**. To help identify these words they will appear in **bold** in the **policy** wording.

#### Cyber event

- malicious deletion, corruption, unauthorised access to, or theft of **data**; or
- **damage** or disruption caused by **computer virus**, **hacking** or **denial of service attack**; affecting **your home systems**.

#### Damage

Total or partial loss, damage, destruction, or corruption.

#### Damages

- financial compensation **you** have to pay, except for fines, penalties, liquidated damages (contractual penalties), punitive or exemplary damages (extra damages to punish **you**) or aggravated damages (more severe damages to reflect the seriousness of an offence); or
- third parties' costs and expenses **you** have to pay as a result of a claim being brought against **you**.

#### Data

Facts, concepts, information, ideas, text, recordings and images which are converted to a form which can be processed by **home systems**, but not including software and programs.

#### Defence costs

Costs and expenses **we** agree to in writing for investigating, settling or defending a claim against **you**.

#### Denial of service attack

Malicious and unauthorised attack which overloads any **home systems**.

#### Hacking

Unauthorised or malicious access to any **home systems** by electronic means.

#### Home systems

Any personal computing or electronic device that connects to the internet or to other electronic devices and any associated **data**, software and programs.

#### Personal data

Information which could identify **you** or allow **your** identity to be stolen or fraud to take place on **you**.

## 1. What is covered

### 1 – Cyber home systems damage

We will pay for the following arising as a result of a **cyber event** you discover during the **period of insurance**:

#### a) Home systems restoration

The cost of investigating, reconfiguring and rectifying any **damage** to **your home systems**, and restoring **data** (but not the cost to recreate **data** if **you** cannot restore it from other sources).

This does not include the value of **data** to **you**, even if the **data** cannot be restored.

#### b) Computer virus removal

The cost of locating and removing a **computer virus** from **your home systems**; and

#### c) Professional assistance

The cost of hiring professional consultants to make recommendations on how to prevent **your home systems** from being infected by **computer virus** or to prevent **hacking**.

### 2 – Cyber crime

We will pay for the following which **you** discover during the **period of insurance**:

#### a) Fraud

**Your** financial loss as the result of a fraudulent communication or input, destruction or modification of **data** in **your home systems** which results in:

- **money** being taken from any account;
- goods, services, property or financial benefit being transferred; or
- any credit arrangement being made;

as long as **you** have not received any benefit in return.

We will also pay the cost of proving that transactions are fraudulent and that contracts or agreements were entered into fraudulently.

#### b) Telephone hacking

**Your** liability to make any payment to **your** telephone service provider as the result of **hacking** into **your home systems**.

#### c) Cyber ransom

The cost of responding, and with **our** written agreement the payment of a ransom demand, if anyone has or threatens to:

- disrupt **your home systems** by introducing a **computer virus**, or to initiate a **hacking** attack or **denial of service attack** against **you**;
- release, publish, corrupt, delete or alter **your data** if this would cause **you** harm or damage **your** reputation;

as long as **you** can demonstrate that **you** have reasonable grounds to believe that the threat is not a hoax, and **you** have reported it to the police.

#### d) Identity theft assistance

The cost of identity theft assistance, and monitoring **your** credit records, to help **you** to correct **your** credit records and to take back control of **your** identity following the fraudulent use of **your** **personal data**.

### 3 – Cyber online liability

We will pay **damages** and **defence costs** arising from a claim first made against **you** by a third party during the **period of insurance** as the result of:

#### a) Data privacy

**You** failing to secure, or prevent unauthorised access to, publication of or use of **data** (including any inadvertent interference with any right to privacy or publicity or breach of confidence);

#### b) Computer virus transmission

**You** unintentionally transmitting, or failing to prevent or restrict the transmission of, a **computer virus**, **hacking attack** or **denial of service attack** from **your home systems** to a third party; or

#### c) Defamation and Disparagement

Loss of reputation (including that of a product) or intellectual property rights being breached as a result of **your** activities online.

## 2. How much we will pay

The most **we** will pay for all claims **we** accept under this **policy** in total for the **period of insurance** is the **sum insured**, regardless of the number of claims.

If there is more than one person named in the **schedule**, the total amount **we** will pay following a claim will not exceed the amount **we** would be liable to pay to any one of **you**.

#### Defence costs

Any **defence costs** **we** pay will be included within, not in addition to, the **sum insured**.

#### Paying out the sum insured

For any and all claims arising for the **period of insurance** **we** may pay the full **sum insured** that applies.

When **we** have paid the full **sum insured**, **we** will not pay any further amounts for any claims or for associated **defence costs**.

## 3. Conditions

The following conditions apply in addition to the 'General Conditions' shown on page 12 of the **policy**, if **you** do not keep to these conditions and this reduces **our** legal or financial rights under the **policy**, **we** may refuse to pay part or all of **your** claim.

### 1. Reporting a claim

As soon as **you** know about any incident or circumstance that may result in a claim against **you** or a claim under **your policy**, **you** must:

- take all reasonable steps and precautions to prevent further damage or other loss covered by **your policy**;
- immediately tell the police about any loss or damage relating to crime and get a crime reference number;
- tell the person who arranged **your policy** (or **us**), providing full details, as soon after the incident or circumstances as possible;
- tell the person who arranged **your policy** (or **us**), providing full details, within 14 days in the case of **you** knowing about an incident or circumstance that has resulted in or may result in **you** receiving a claim against **you**.

In addition **you** must also:

- immediately send **us** every letter, writ, summons or other document **you** receive in connection with the claim or circumstance, and record all information relating to a claim against **you** covered under '3 - Cyber online liability';
- keep any damaged **home systems** and other evidence, and allow **us** to inspect it;
- co-operate with **us** fully and provide all the information **we** need to investigate **your** claim or circumstance;
- give **us** details of any other insurances **you** may have which may cover loss covered by this **policy**;
- attempt to recover financial loss relating to **your** claim under '2 - Cyber crime' from a bank or other financial institution that may be responsible for refunding all or part of the loss; and
- tell **us** if **you** recover money from a third party in relation to a claim (**you** may need to give the money to **us**).

**You** must not admit responsibility or liability, or agree to pay any money or provide any services on our behalf, without **our** written permission.

## 2. Fraudulent claims

If **you** (or anyone acting for **you**) make a claim knowing that any part of the claim is fraudulent (dishonest, false or exaggerated), **we** will not pay the claim and **we** may cancel **your policy** from the time of the fraudulent act relating to **your** claim and **we** may keep any premium **you** have paid (see 'Cancellation' section on page 2).

## 3. Enforcing your rights

**We** may, at **our** expense, take all necessary steps to enforce **your** rights against any third party. **We** can do this before or after **we** pay a claim. **You** must not do anything before or after **we** pay **your** claim to affect **our** rights and **you** must give **us** any help and information **we** ask for.

**You** must take reasonable steps to make sure that **you** protect **your** rights to recover amounts from third parties.

## 4. Protecting data

**You** must make sure that **you** take precautions for disposing of and destroying **home systems** in order to protect **data**.

## 5. Controlling defence

**We** can, but do not have to, take control of investigating, settling or defending any claim made against **you**. **We** would take this action in **your** name. If necessary, **we** will appoint an adjuster, solicitor or any other appropriate person to deal with the claim. **We** may appoint **your** solicitor, but only on a fee basis similar to that of **our** own solicitor, and only for work done with **our** permission in writing. **We** will only defend claims if **we** think that there is a reasonable chance of being successful, and after taking the costs of the defence into account.

## 6. Other insurances

If there is any other insurance covering **your** claim, **we** will only pay **our** share, even if the other insurer refuses to pay the claim.

## 7. Reasonable care

**You** must:

- make sure that **your home systems** are used and maintained as recommended by the manufacturer or supplier; and
- take all reasonable steps and precautions to prevent or reduce **damage** or other loss covered by **your policy**.

## 8. Defence software

**Your home systems** must be protected by anti-virus software, where available, which is updated regularly in accordance with the provider's recommendations.

## 9. Data backup

**You** must back up **your data** at least every month.

**You** must take precautions to make sure that all **data** is stored safely.

**We** may still pay a claim if **you** can show that **you** do usually keep to this condition and that the failure was an accidental oversight or as a result of circumstances beyond **your** control.

## 4. Exclusions

The following exclusions apply in addition to the 'General Exclusions' shown on page 14 of the **policy**.

**We** will not pay for any cost, **damages**, liability, loss, or **defence costs** arising from the following:

### 1. Advance fee fraud

An advance fee fraud or other fraud where **you** provide money based on an expectation of receiving at some future time a larger amount of money or something with a greater value than the money provided.

### 2. Business activities

Any activities carried out by **you** for business or professional purposes.

### 3. Circumstances before your policy started

- Circumstances which existed before any cover provided by **your policy** started, and which **you** knew about.
- Claims or circumstances which **you** have already reported, or which **you** should have reported, to a previous insurer before the **period of insurance**.

### 4. Infrastructure failure

Failure or interruption of or damage to any electrical power supply network or telecommunication network not owned and operated by **you** including, but not limited to, the internet, internet service providers, DNS service providers, cable and wireless providers, internet exchange providers, search engine providers, internet protocol networks (and similar networks that may have different designations) and other providers of telecommunications or internet infrastructure.

### 5. Intellectual property rights

Infringement of intellectual property rights.

### 6. Malicious defamation

Defamatory or disparaging statements or publications made maliciously and deliberately if it could be anticipated by a reasonable person that the statements could result in a claim against **you**.

### 7. Other insured parties

Any dispute or claim between **you**.

### 8. Wear and tear

Losses due to:

- wear and tear, gradual deterioration or rust;
- scratching or chipping of painted or polished surfaces;
- erosion or corrosion; or
- gradual reduction in performance.

However, **we** will pay for loss resulting from the causes above which **we** would otherwise have paid under **your policy**.

# PREMIER

## Notes





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